

**2016-0175**

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT**

**ORDINANCE NO. 16-5-4**

An ordinance to approve and authorize the execution of a Professional Services Agreement with Bella Marketing, L.L.C. dba: Coastal Permitting, for providing permitting services as requested via Task Order for various parish projects.

**WHEREAS,** the aforementioned agreement will be valid for a period of three (3) years with an optional one (1) year extension; and,

**WHEREAS,** total annual compensation for the aforementioned Professional Services Agreement may not exceed \$125,000.00 and will be paid based on Consultant's Standard Hourly Rates plus reimbursable expenses; and,

**WHEREAS,** the annual service authorization limitation for:

Public Works shall not exceed \$75,000.00;

Waterworks shall not exceed \$25,000.00;

Wastewater shall not exceed \$25,000.00; and,

**WHEREAS,** work under the aforementioned agreement will be assigned via individual task order as required for general departmental needs and for large-scale capital improvement projects; task orders shall define the scope of work to be performed and state the compensation limitations of the task; and,

**WHEREAS,** invoices shall require proof of deliverables and appropriate backup documentation of Time and Materials from the Consultant for payment to be remitted.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Professional Services Agreement between Bella Marketing, L.L.C. and St. Charles Parish for permitting services as required and assigned via written Task Order for various parish projects, as needed, is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Professional Services Agreement on behalf of St. Charles Parish.

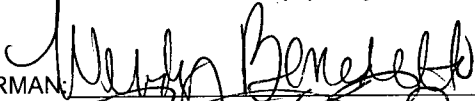
The foregoing ordinance having been submitted to the vote, the vote thereon was as follows:

YEAS: **BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, BELLOCK, FLETCHER, FISHER-PERRIER**

NAYS: **NONE**

ABSENT: **WOODRUFF**

And the ordinance was declared adopted this 2nd day of May, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

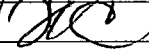
SECRETARY: 

DLVD/PARISH PRESIDENT: 5/3/16

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: 

RETD/SECRETARY: 5/3/16

AT: 4/06 p RECD BY: 

ST. CHARLES PARISH

**PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT made and entered into the 3<sup>rd</sup> day of May, 2016, 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 **BELLA MARKETING, L.L.C. DBA: COASTAL PERMITTING**, 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 wide permitting needs.

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:

To provide professional, environmental permitting services on a task order basis. Services shall include coordination with all agencies necessary in order to obtain the following type permits as specified by the task order (upon consultation with the CONSULTANT):

- i) Department of Natural Resources – The Coastal Use Permit Application
- ii) Corps of Engineers – Various permits including the Levee Permits
- iii) Department of Environmental Quality – LPDES Permits and others as necessary
- iv) Federal & State Wildlife & Fisheries Agencies
- v) Appropriate Levee District Permits
- vi) Louisiana Department of Transportation & Development
- vii) State Land
- viii) Railroad Right of Entry Agreements and/or Leases
- ix) Utility Right of Way Agreements
- x) Other agencies as requested by the OWNER.

3) PERIOD OF SERVICE

- a) This AGREEMENT is effective May 15, 2016 for a period of three (3) years.
- b) Upon agreement between all parties, the AGREEMENT may be extended for an additional one (1) year period.

4) CONSULTANT'S COMPENSATION

- a) The method of payment for this AGREEMENT is STANDARD HOURLY RATES plus reimbursable expenses with a mutually agreed upon NOT TO EXCEED AMOUNT stipulated in writing via Task Order.
  - i) Hourly compensation shall be made in accordance with the CONSULTANT'S Standard Rate Schedule attached to this AGREEMENT as Exhibit A.

- ii) Tasks will be authorized by the OWNER in writing via the St. Charles Parish Standard Task Order Form, attached to this AGREEMENT as Exhibit B. Task Orders shall define the Scope of Work and Not To Exceed Compensation Schedule for authorized services.
  - iii) Allowable, documented reimbursable expenses that are directly related to the Scope of Services shall be reimbursed at actual cost. Documentation of reimbursable shall be attached to invoices for payment.
- b) Total annual compensation for the Scope of Services described in Section 2B, shall not exceed \$125,000.00 annually including reimbursable expenses. Annual billing for services authorized, including reimbursable expenses by the Department of:
- Public Works shall not exceed \$75,000.00.
  - Waterworks shall not exceed \$25,000.00.
  - Wastewater shall not exceed \$25,000.00.
- c) Unless mutually agreed upon and stipulated in writing, payment shall require Owner's satisfactory receipt of applicable deliverables for a task.
- i) CONSULTANT shall attach timesheets, logs or other documentation satisfactory to OWNER, for all hours billed, by each classification listed on the Standard Hourly Rate Schedule, to the invoices for payment.
  - ii) CONSULTANT shall distribute all billable hours between each individual authorized task as applicable and forward invoices to the appropriate department.

#### 5) SERVICES OF THE OWNER

- a) OWNER shall define and authorize services, in writing via Task Order, the standard Task Order attached to this AGREEMENT.
- b) 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.
- c) CONSULTANT shall be responsible for searching said data and records provided and shall request specific clarification of the information as needed.
- d) OWNER guarantees CONSULTANT access to all public property as required in order to complete the Scope of Services.

#### 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 any applicable completed or partially completed deliverable, 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 internally 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) 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 the 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.
- g) OWNER may examine all insurance policies.
- h) For all purposes under Louisiana law, the 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

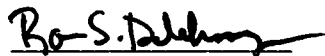
- a) For all claims arising out of or related to this agreement, CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any

(a) pleas of jurisdiction based upon CONSULTANT'S residence and

(b) right of removal to Federal Court based upon diversity of citizenship.

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

ATTEST

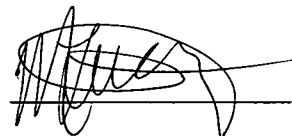
  
\_\_\_\_\_

ST. CHARLES PARISH

By:

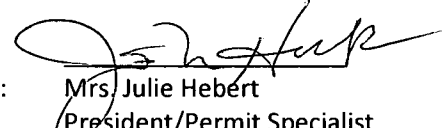
  
\_\_\_\_\_  
Mr. Larry Cochran  
Parish President

ATTEST

  
\_\_\_\_\_

BELLA MARKETING, L.L.C.  
DBA: COASTAL PERMITTING

By:

  
\_\_\_\_\_  
Mrs. Julie Hebert  
President/Permit Specialist

**EXHIBIT "A"**  
**2016/2017 Rate Schedule**

**OFFICE PERSONNEL:**

Research, Legal Testimony & Depositions	\$250.00/Hr.
Wetland Delineator/Consultant	\$80.00/Hr.
Environmental Permit Specialist	\$80.00/Hr.
CAD Draftsman	\$80.00/Hr.
Clerical	\$45.00/Hr.
Reimbursable Mileage (*Subject to change with annual Federal Tax Guidelines)	\$ .56/Mi.*

**COMPUTER SERVICES:**

Digital Photo Compilation (8-1/2" x 11" Sheet)	\$ 4.50/Sheet
Computer Plotting (AutoCAD)	\$80.00/Hr.

**FIELD SERVICES:**

Project Assessment via Boat (Other than Airboat)	\$180.00/Hr.
Survey or Wetlands Sub consultant	Actual Cost Plus 15%
Air Boat Rental/Captain	Actual Cost Plus 15%

**\*ALL RATES ARE SUBJECT TO ANNUAL RATE INCREASES**

## EXHIBIT B

### TASK ORDER

#### ST.CHARLES PHASED DELIVERY TYPE CONTRACT

Is hereby attached to and is part of the  
**CONTRACT FOR ENGINEERING SERVICES BETWEEN  
ST. CHARLES PARISH AND BELLA MARKETING, LLC**  
as described in Ordinance No. [ ]

**TASK ORDER No. P160401#**

#### TASK ORDER DESCRIPTION

Provide a description of the task order:

Existing Condition [ ]  
Purpose of Task Order [ ]  
Proposed Improvements [ ]  
Estimated Project Budget if applicable [ ]

#### SCOPE OF SERVICES

##### Engineering and Construction Services

Section 2.2 – 2.4 Conceptual, Preliminary, and Final Design – summarize what is needed  
delete if not required.

Section 2.5 – 2.8 Bidding, Construction/Close Out, Resident Engineer/Inspection – summarize  
what is needed, delete if not required.

Additional Services – summarize what is needed, delete if not required.

Additional Engineering - summarize what is needed, delete if not required.

##### Training, Manuals, and Drawings

Prepare training materials and [ ] hours of training delete if not required

[ ] sets of equipment O&M manuals delete if not required

[ ] sets of shop drawings delete if not required

[ ] Final set of drawings per section 2.7.7 delete if not required

#### COMPENSATION

##### Engineering Services

Reference section 4.0 and specify type of compensation – percentage of construction cost  
curve, lump sum/not to exceed, or billable hours.

##### Additional Services

Reference section 4.2 and specify type of compensation – lump sum/not to exceed, or billable  
hours.

##### Additional Engineering

Reference section 4.2.4 and specify type of compensation – lump sum/not to exceed, or  
billable hours.

If you agree with the Scope of Services, and Compensation as outlined herein, please indicate your acceptance by signing on the line provided below, dating and returning a copy to our office.

**ENGINEER**

**ST CHARLES PARISH**

\_\_\_\_\_

\_\_\_\_\_  
Sam Scholle  
Director of Public Works and Wastewater

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date