

2007-0210

INTRODUCED BY: "RAM" RAMACHANDRAN, COUNCILMAN, DISTRICT III
ORDINANCE NO. 07-7-5

An ordinance to amend Ordinance No. 07-6-1 which approved the execution of a Professional Consultant Agreement with Plan Review and Inspection, LLC to provide plan review and building inspection services for the Louisiana State Uniform Construction Code.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 07-6-1 on June 4, 2007, approving the execution of a Professional Consultant Agreement with Plan Review and Inspection, LLC for a five (5) year period with two (2) one (1) year options agreed to by the OWNER and the CONSULTANT; and,

WHEREAS, by amending Ordinance No. 07-6-1 this will allow the new Administration which will be installed in St. Charles Parish on January 14, 2008, the ability to appoint their own building inspectors; and,

WHEREAS, it is the desire of the Parish Council to accept the attached revised agreement, Section VI. Termination.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Consultant Agreement with Plan Review and Inspection, LLC under Ordinance No. 07-6-1 is hereby amended as follows:

Section VI. -- Termination

A. ~~This Agreement can be terminated by either party upon thirty day (30) written notice.~~

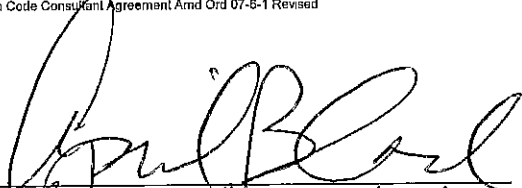
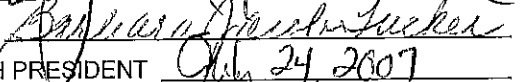
E. This contract will be valid for three (3) years subject to renewal by the Parish Council for a longer term.

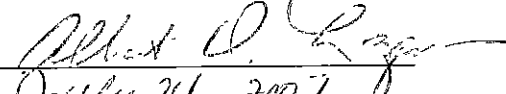
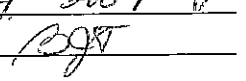
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: MARINO, FAUCHEUX, RAMCHANDRAN, WALLS, BLACK, DUHE
NAYS: HILAIRE, FABRE, MINNICH
ABSENT: NONE

And the ordinance was declared adopted this 23rd day of July, 2007, to become effective five (5) days after publication in the Official Journal.

State Uniform Construction Code Consultant Agreement Amd Ord 07-6-1 Revised

CHAIRMAN 
SECRETARY 
DLVD/PARISH PRESIDENT July 24, 2007
APPROVED _____ DISAPPROVED _____

PARISH PRESIDENT 
RETD/SECRETARY July 24, 2007
AT 12:20 pm RECD BY 

PROFESSIONAL CONSULTANT AGREEMENT

THIS AGREEMENT made and entered into the 30th day of July, 2007, 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 PLAN REVIEW AND INSPECTION, LLC., a Louisiana Corporation acting herein by and through its President, hereinafter called the CONSULTANT. Whereas the OWNER desires to employ a professional consulting firm to provide plan review and building inspection services for residential and commercial units, as required by Act 12 of the First Extraordinary Session of 2005 entitled, State Louisiana Construction Code R.S. 40.1730.21.

I. GENERAL

A. The OWNER agrees to employ the CONSULTANT, and the CONSULTANT agrees to perform professional services as required. CONSULTANT will conform to the requirements of the OWNER and to the standards of the agencies participating with the OWNER in the Project. The CONSULTANT will coordinate all work between the OWNER and all participating agencies and regulating agencies, if needed.

II. SERVICES OF THE CONSULTANT

A. Basic Consulting Services

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

B. The Project consists of the WORK DEFINED IN THE SCOPE OF WORK:

SCOPE OF WORK:

1. Provide plan review and building inspection services to assist the Planning and Zoning Department with the implementation and compliance with the Louisiana State Uniform Construction Code Council as mandated by Act 12

of the First Extraordinary Session of 2005 entitled, State Uniform Construction and the International Building Code of 2003 (IBC 2003) The following tasks will be required of and provided by the Consultant.

- (1) Provide administrative tracking of building permit applications
 - (2) Provide plan review services of residential/commercial units as required by Owner
 - (3) Coordinate and provide residential/commercial building inspections to include electrical, mechanical, framing and plumbing
 - (4) Assist the Planning and Zoning Department with document control services for all permitting applications
 - (5) Provide a monthly status report to the Planning and Zoning Department on all residential permit applications.
2. Provide other services as required and when authorized by the OWNER.

III. SERVICES OF THE OWNER

- A Provide full information to the CONSULTANT as per his requirements for the project.
- B. Assist the CONSULTANT 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. Guarantee access to and make all provisions for the CONSULTANT to enter upon public property as required for performing the services.

IV. COMPENSATION

- A Compensation for Basic Consulting Services
 1. For Basic Consulting Services described in Section II, Paragraph B 1, the OWNER shall pay the CONSULTANT based on an hourly rate as per the Attachment "A", Hourly Rate Schedule for services as detailed in the Scope of Work.

V. OWNERSHIP OF DOCUMENT

- A. Documents including but not limited to drawings, computer files, 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.

VI. TERMINATION

~~A. This Agreement can be terminated by either party upon thirty day (30) written notice.~~

- B. The CONSULTANT, 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 CONSULTANT shall, as soon as practical after receipt of notice of termination, but no later than 30 days after receipt of said notice, submit a statement showing in detail the services performed under this Agreement to the date of termination

D. The OWNER shall then pay the CONSULTANT 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.

E. This contract will be valid for three (3) years subject to renewal by the Parish Council for a longer term.

VII. COMPLIANCE WITH LAWS AND ORDINANCES

- A. The CONSULTANT 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

A This Contract is not assignable.

IX. INSURANCE

The CONSULTANT shall secure and maintain at its expense such insurance that will protect it and the Parish from claims under Worker's Compensations Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this Agreement. All certificates of insurance shall be furnished to the Parish and shall provide that insurance shall not be cancelled without thirty (30) days prior notice of cancellation given to the Parish, in writing, on all of the required coverage provided to the Parish. The Parish may examine the policies at any time with reasonable notice.

A All policies and certificates of insurance of the CONSULTANT shall contain the following clauses:

- 1 The CONSULTANT nor its insurers will have no right of recovery or subrogation against the Parish, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
2. The Parish shall be named as additional insured with respect to automobile and general liability with respect to negligence by the CONSULTANT.
3. The insurance companies issuing the policy or policies shall have no recourse against the Parish for payment of any premiums or for assistance under any form of policy.
4. Any and all deductible in the described insurance policies shall be assumed by and be at the sole risk of the CONSULTANT.

B. Prior to the execution of this Agreement, the CONSULTANT shall provide at its own expense, proof of the following insurance coverage required by this contract to the Parish by insurance companies authorized to do business in the State of Louisiana.

1. Worker's Compensation Insurance:

As required by law; or employers liability shall be no less than \$500,000.00 per occurrence.

2 Commercial General Liability Insurance with a Combined Single Limit of at least \$500,000.00 per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:

- a Premises - operations;
- b. Broad form contractual liability;
- c Products and completed operations;
- d. Personal Injury;
- e Broad form property damage;
- f. Explosion, collapse and underground coverage.

3. Business Automobile Liability Insurance with a Combined Single Limit of \$500,000.00 per Occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:

- a. Any automobiles;
- b. Owned automobiles;
- c. Hired automobiles;
- d. Non-owned automobiles;
- e. Uninsured motorist.

4. An umbrella policy or excess policy may be used to meet minimum requirements.

5 The CONSULTANT shall take out and maintain a policy of Protective Liability for the same limits of liability for bodily injury and property damage liability and conditions as provided herein under Comprehensive General Liability Insurance. The cost of this coverage is at the CONSULTANT'S expense.

6. All policies of insurance shall meet the requirements of the Parish prior to the commencing of any work. The Parish has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time any of the said

policies shall be or becomes unsatisfactory to the Parish, the CONSULTANT shall promptly obtain a new policy, timely submit same to the Parish for approval and submit a certificate thereof as provided above.

7 Upon failure of CONSULTANT to furnish, deliver and/or maintain such insurance as above provided, this contract, at the election of the Parish, may be forthwith declared suspended, disconnected or terminated. Failure of the CONSULTANT to take out and/or maintain insurance shall not relieve the CONSULTANT from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the CONSULTANT concerning indemnification.

X. GENERAL

- A The 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 agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- B. The Owner agrees that the provisions of ACT 12 of the First Extra Ordinary Session, 2005 of the Louisiana State Legislature is conferred where applicable to the Consultant.

XI. WARRANTY

- A. CONSULTANT warrants that it will perform its design services with the degree of skill and to the standard of care required of the Consulting 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

Barbara J. Tucker

Albert D. Laque

By: Albert D. Laque
Parish President

ATTEST:

PLAN REVIEW AND INSPECTION, LLC

Elvia M. Hall

Ray A. Davezac

By: Ray A. Davezac, PE.
Vice-President

Attachment A

Plan Review and Inspection, LLC
HOURLY RATE SCHEDULE

St. Charles Parish
June 2007

	<u>Cost Per Hour</u>
Principal	\$140.00
Program Manager	\$105.00
Certified Building Official (CBO)	\$ 95.00
Senior Plan Reviewer	\$ 60.00
Plan Reviewer Level I	\$ 50.00
Building Inspector Level II	\$ 60.00
Building Inspection Level I	\$ 50.00
Permit Specialist	\$ 40.00
Senior Systems Analyst	\$ 75.00
Information Technology Officer	\$ 75.00
Clerical	\$ 30.00
 <u>Non-Salary Expenses</u>	
Mileage @ \$0.48/mile (portal to portal)	
Subconsultants and materials and equipment	Cost plus 10%
Other Direct Costs	Cost plus 10%