

Ord.

2011-0356

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. 11-11-15

An ordinance approving and authorizing the execution of a Professional Services Agreement with Permit Application Services on a Parishwide basis to provide Right of Way and Servitude acquisition services for new construction and existing facility/maintenance requirements for Parish Project No. P091102, Land Management Services.

WHEREAS, St. Charles Parish is in need of right of way and servitude services to construct new facilities and perform maintenance on existing facilities concerning Parish drainage and capital projects in the parish; and,

WHEREAS, in order to maintain approximately fifty (50) miles of major drainage canals to optimum efficiency to drain storm water, various maintenance, right of ways and servitudes are required from land owners in the parish; and,

WHEREAS, the Department of Public Works does not have the manpower available to perform the work required in a timely manner to research courthouse records, interview landowners and coordinate the legal request to obtain right of ways and servitudes; and,

WHEREAS, St. Charles Parish requires that the drainage facilities and systems are maintained properly to ensure the safety and well-being of its citizens and their property; and,

WHEREAS, the agreement will be effective for a period of three (3) years and may be extended for an additional one (1) year period with an annual value not to exceed \$45,000.00 per year.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement with Permit Application Services for Parishwide right of ways, and servitudes acquisition for Parish Project No. P091102, Land Management Services is hereby approved.

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 a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, LAMBERT, NUSS
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 21st day of November, 2011 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: Richard Just Tucker
DLVD/PARISH PRESIDENT: November 22, 2011
APPROVED: DISAPPROVED: _____
PARISH PRESIDENT: W. St. Pierre
RETD/SECRETARY: November 23, 2011
AT: 9:10 Am RECD BY: [Signature]



ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS AND WASTEWATER

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into the 23rd day of November, 2011, 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 PERMIT APPLICATION SERVICES, 392 Marcia Dr., Luling, LA 70070, 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. P091102 titled LAND MANAGEMENT SERVICES.

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:

- Research to define property land owners that are affected by Public Works Projects;
- Research to define St. Charles Parish owned property or dedicated Servitudes / ROW that are included with Public Works projects;
- Initiate communication, both written and oral, with land owners concerning property that is affected by Public Works projects;
- Follow-up on responses from land owners on St. Charles Parish proposals or requests of landowners;
- Contact with land owners to set up meetings to review projects with Engineering and St. Charles Parish personnel;
- Participate in meetings with all landowners as a third party witness;
- Coordinate legal issues concerning land acquisition, servitudes or ROW with the St. Charles Parish Legal Department for Public Works projects;
- Participate in meetings with utility companies that may include the acquisition of additional property for Public Works projects; and
- Coordinate obtaining property appraisals on property considered for purchase by St. Charles Parish for Public Works projects.

3. PERIOD OF SERVICE

- a. This AGREEMENT is effective January 1, 2012 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 related Reimbursable Expenses.

- b. Hourly compensation shall be made in accordance with the CONSULTANT'S Standard Hourly Rate Schedule attached to this AGREEMENT as Exhibit A.
- c. Documented reimbursable expenses that are directly related to the Scope of Services shall be reimbursed at actual cost.
- d. Total compensation for the Scope of Services described in Section 2B, shall not exceed \$45,000.00, annually including reimbursable expenses.
- e. 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 monthly invoices for payment.
- f. CONSULTANT shall distribute all billable hours between each individual authorized task as applicable.
- g. Current month charges and cumulative charges, including reimbursable expenses, shall be shown on all invoices for payment by each individual authorized task.
- h. The use of overtime is not authorized under this AGREEMENT.

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 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 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. Insurance for bodily injury or death shall be in the unencumbered amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for one person and not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) for all injuries and/or deaths resulting from any one occurrence.
- b. Insurance for property damage shall be in the unencumbered amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each accident and not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) aggregate.
- c. Comprehensive Automobile Liability insurance shall be in the unencumbered amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).
- d. 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.
- e. St. Charles Parish shall be named as additional insured on general liability insurance policies.
- f. OWNER may examine all insurance policies.
- g. 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

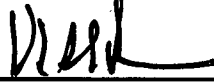
- a. For all claims arising out of or related to this agreement, CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon CONSULTANT'S residence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

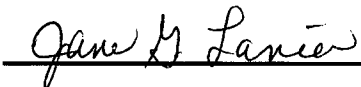


ST. CHARLES PARISH

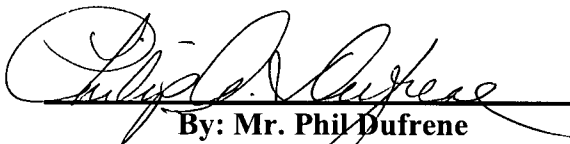


By: Mr. V.J. St. Pierre, Jr.
Parish President

ATTEST



PERMIT APPLICATION
SERVICES



By: Mr. Phil Dufrene
President