

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and effective as of the _____ day of _____, 20____ 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 MURRAY ARCHITECTS, INC., a Louisiana corporation acting herein by and through its duly authorized representative, Michael Tabb, hereinafter called CONSULTANT. Whereas the OWNER desires to employ a CONSULTANT to perform architectural and engineering services for the **Splash Park and Additional Parking** located at 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070.

1.0 GENERAL TERMS

The Owner agrees to employ the CONSULTANT and the CONSULTANT agrees to perform work and services required for the project described above. 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. CONSULTANT is authorized to begin work upon execution of this contract. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

This Agreement can be extended by written mutual agreement of the parties for an additional thirty (30) day term.

The CONSULTANT shall at all times during this Agreement maintain all applicable valid Louisiana contracting licenses necessary for the performance of the work and services.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

2.0 PROJECT AND SCOPE OF WORK

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary work and services in connection with the Project as defined as follows:

Splash Park and Additional Parking

2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.

2.3 CONSULTANT shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.

- 2.4 The CONSULTANT agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

- 3.1 CONSULTANT shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the CONSULTANT.
- 3.2 Services provided by the CONSULTANT shall be performed in accordance with generally accepted professional practice at the time and the place where the services are rendered.
- 3.3 CONSULTANT shall obtain from Owner authorization to proceed in writing for each phase of the Project if applicable.
- 3.4 CONSULTANT shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the CONSULTANT at project conferences and public hearings.

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations 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 any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 CONSULTANT may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by CONSULTANT to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates, subconsultants, and representatives.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to CONSULTANT for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

The CONSULTANT shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the CONSULTANT for the supplemental services, when performed by the CONSULTANT, shall be in the form of a lump sum, billable hours, or “not to exceed” hourly rate which is mutually agreeable to the Owner and the CONSULTANT in writing.

6.0 DEFECTIVE WORK

During such visits and on the basis of such observations, Owner may disapprove of or reject CONSULTANT’s work while it is in progress if OWNER believes that such work will not produce a completed Project that conforms generally to the scope of the work and services.

7.0 NOTICE TO PROCEED

The Owner shall notify the CONSULTANT in writing to undertake the services stated in this Agreement, and the CONSULTANT shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the CONSULTANT shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The CONSULTANT will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

8.0 PAYMENTS

8.1 Owner shall pay CONSULTANT for the performance of work and services as outlined in Attachment “C” to this Agreement.

8.2 If the Project, or any portion thereof, is not completed for any reason, the final fee for work and services shall be negotiated between Owner and CONSULTANT. If the final fee for work and services is not agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court for St. Charles Parish, State of Louisiana.

- 8.3 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary practices, the Owner shall pay CONSULTANT based on monthly invoices submitted by the CONSULTANT, within sixty (60) days of receipt of CONSULTANT's invoice. CONSULTANT shall provide written notice to Owner when no services or work has been performed during a given month.
- 8.4 The following documentation shall be required for payment to CONSULTANT and shall be attached to the monthly invoice, if compensation is based on time and material.
- a. A copy of the Owner's written authorization to perform the service.
 - b. Timesheets for all hours invoiced.
 - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.5 For Additional Authorized Services that CONSULTANT acquires from subconsultants, Owner shall pay CONSULTANT a fixed sum previously agreed upon by Owner and CONSULTANT, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to CONSULTANT and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subconsultants to perform the service stating the Owner's and CONSULTANT's agreed upon fixed sum established for the service performed.
 - b. Evidence that the subconsultants is insured as required by this Agreement.
- 8.6 For Additional Services described in Section 5, Owner shall pay CONSULTANT for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

The budget for this Project shall be determined by the Owner, and the CONSULTANT shall be advised of the budget limitation in writing by the Owner and the CONSULTANT shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

10.0 FUNDS

No work shall be authorized until funds are established for each individual task.

11.0 TERMINATION OR SUSPENSION

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 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.
- 11.3 The CONSULTANT 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.
- 11.4 The Owner shall then pay the CONSULTANT promptly that portion of the prescribed fee to which both parties agree.
- 11.5 CONSULTANT fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by CONSULTANT.

12.0 INSURANCE

- 12.1 The CONSULTANT 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 unencumbered amount of \$1,000,000.00 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 unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The CONSULTANT shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 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.
- 12.4 CONSULTANT shall include all subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subconsultants shall be subject to all the requirements stated herein.

12.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.

12.6 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.

13.0 INDEMNIFICATION

CONSULTANT shall indemnify and hold harmless the Owner, its employees, agents and representatives, 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 any reason of any negligent act by the CONSULTANT, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

14.0 WARRANTY

14.1 CONSULTANT warrants that it will perform its work and services with the degree of skill and to the standard of care required of its profession to meet all Federal, State and Local requirements.

14.2 If the work and services performed by CONSULTANT do not meet those requirements noted herein above, then to the extent that this occurs as a direct result of CONSULTANT's failure to meet the standard of care in its work and services, CONSULTANT will indemnify the Owner/Parish for CONSULTANT's share of the costs incurred to bring the Project to the limitations mandated.

14.3 The obligations expressed in Section 14 above in no way limit the CONSULTANT's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

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, State of Louisiana, 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.

16.0 OTHER

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified withing this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

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:

WITNESSES:

ST. CHARLES PARISH

By: MATTHEW JEWELL
Parish President

Date:

MURRAY ARCHITECTS, INC.

By: MICHAEL TABB
Principal

Date:

ATTACHMENT "A"
SCOPE OF SERVICES

Splash Park and Additional Parking

Design and Construction Administration of a splash park located on the West Bank of St. Charles Parish equitable to the East Bank Splash Park. Splash park to include men's and women's restrooms, 2 pavilions and a 91 space parking lot.

The Scope of Work consists of Architectural and Engineering Services as following:

1. Consult with client regarding project needs/goals (including an inventory of spaces).
2. Review information about space or site to assess it's acceptability.
3. Develop the scope of work to be performed.
4. Produce preliminary/schematic drawings
5. Design and Documentation Services and Construction Documents culminating in the following
 - Architectural Drawings:
 - Architectural Cover Sheet (Project Data, Maps, Notes, etc.)
 - Architectural Site Plan
 - Architectural Floor Plan
 - Roof Plan and Details
 - Building Sections, if required
 - Building Elevations, if required
 - Reflected Ceiling Plan and Details
 - Project Manual/Specifications Book
 - Floor Finish Plan and Finish Schedule
 - Wall Finish Plan
 - MEP Engineering Drawings
 - Structural Engineering Drawings
6. Construction Administration Services:
 - Bidding Coordination (issuance of Bid Sets, Addenda, etc.)
 - Permitting Coordination
 - Execution of Construction Contract (with selected General Contractor)
 - Initial Site Visit/Pre-Construction Conference followed by regular Site Visits based on completion of work to be observed
 - Processing of submittals, shop drawings, change orders, and fielding questions during Construction.
 - Monthly review of progress and processing of Payment Applications for Owner's Lender.
 - Final Punchlist and Certificate of Substantial Completion at end of construction. Final payment and release of liens.

ATTACHMENT "B"

SCHEDULE

Splash Park and Additional Parking

CONSULTANT is authorized to begin work upon execution of this contract. All design work must be completed within One Hundred Twenty (120) days of execution of the agreement.

ATTACHMENT "C"
PAYMENT AND COMPENSATION

Splash Park and Additional Parking

Payment will be Lump Sum in the amount of \$145,681.00

Lump Sum Fee shall be invoiced as follows:

Design Phase	20%
Construction Document Phase	60%
Bidding Phase	5%
Construction Administration Phase	15%
	100%