

2001-0417

INTRODUCED BY: BRIAN A. FABRE, COUNCILMAN, DISTRICT II  
(CHAIRMAN, CONTRACT/FINANCE AND ADMINISTRATIVE  
COMMITTEE)

ORDINANCE NO. 01-12-20

An ordinance authorizing the Parish President to execute a contract with D B Sysgraph, Inc. to complete the St. Charles Parish Foundational Geographic Information Project.

WHEREAS, St. Charles Parish has advertised a Request for Proposals (R.F.P.) for a Geographic Information System (G.I.S.); and,

WHEREAS, the G.I.S. Steering Committee has considered all proposals in the matter; and,

WHEREAS, the Contract/Finance and Administrative Committee considered the two (2) proposals forwarded by the Steering Committee; and,

WHEREAS the Contract/Finance and Administrative Committee met with Representatives of the two (2) Companies that submitted said proposals; and,

WHEREAS the G.I.S. Steering Committee recommended D B Sysgraph, Inc.; and,

WHEREAS, the Contract/Finance and Administrative Committee voted to concur with the Steering Committee recommendation and recommends contracting with D B Sysgraph, Inc. to perform this service.

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

**SECTION I.** The Parish President is authorized to execute a contract with D B Sysgraph, Inc. to complete the St. Charles Parish Foundational Geographic Information Project.

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

YEAS: FAUCHEUX, HILAIRE, FABRE, BLACK, MARINO

NAYS: RAMCHANDRAN, ABADIE, AUTHEMENT, MINNICH

ABSENT: NONE

And the ordinance was declared adopted this 17<sup>th</sup> day of December, 2001, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Barry Minnich

SECRETARY: Barbara J. Jaws

DLVD/PARISH PRESIDENT: December 18, 2001

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

PARISH PRESIDENT: Albert D. Laguer

RETD/SECRETARY: December 18, 2001

AT: 3:15 pm RECD BY: Bgg

Parish of St. Charles

State of Louisiana

### PROFESSIONAL SERVICES CONTRACT

Be it known, that on this 26<sup>th</sup> day of December, 2001, St. Charles, 15045 River Road, Hahnville, LA, 70057, herein represented by Albert D. Laque, Parish President (hereinafter sometimes referred to as the "Parish") and D B Sysgraph, Inc., 2901 Division Street, Suite 200, Metairie, LA, a Louisiana corporation qualified to do and doing business in this State and Parish, herein represented by Nitin Kamath, its President & CEO, (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

#### I. Scope of Services

Contractor hereby agrees to furnish the following services as outlined in Exhibit "A", "B" and "C". Nitin Kamath shall be Contractor's lead and designated representative to the Parish.

#### II. Payment Terms (Exhibit "D")

In consideration of the services described above, the Parish hereby agrees to pay the Contractor a maximum fee of \$ 1,434,648. Payment will be made only on approval of the Parish President or his designee. If progress and/or completion to the reasonable satisfaction of the Parish is obtained, payments are scheduled as per the attached "Chart of Monthly Billings", Exhibit "D". Payment shall be due within thirty days of receipt of billing.

### III. Termination for Cause

The Parish may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract, provided that the Parish shall give the Contractor written notice specifying the failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its sole and exclusive option, place the Contractor in default and this contract shall terminate on the date specified in such notice. Work to be performed during this 30-day period shall not proceed without the actual knowledge of the Parish and specifically supervised by the Parish. Any work performed by Contractor during this period without the actual knowledge of the Parish and not under the supervision of the Parish shall not be compensated nor honored; Contractor specifically waives and forfeits any and all claims to payment, compensation, quantum merit, and/or reimbursement from the Parish of any work performed during this period in violation of this paragraph.

### IV. Termination for Convenience

Notwithstanding Section III, the Parish may terminate the Contract at any time and for any reason whatsoever by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been actually and satisfactorily performed. Contractor agrees and understands specifically that satisfactory performance (stated in the preceding sentence) shall be unilaterally and exclusively determined by the Parish.

#### V. Remedies for Default/Venue & Jurisdiction

Any claim or controversy arising out of this contract shall be resolved as per law. Venue and Jurisdiction shall be with the 29th Judicial District Court for the State of Louisiana.

#### VI. Ownership

All records, reports, documents and other material delivered or transmitted to the Contractor by the Parish shall remain the property of the Parish, and shall be returned by the Contractor to the Parish, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the Parish, and shall be returned by the Contractor to the Parish, at Contractor's expense, at termination or expiration of this contract.

#### VII. Assignment

The Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the Parish, provided however, that claims for money due or to become due to the Contractor from the Parish may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

#### VIII. Auditors

It is hereby agreed that the Parish or its designated auditor shall have the option of auditing all accounts of the Contractor which relate to this contract. Such audit may be commenced at any reasonable time. Contractor agrees not to delay, retard, interrupts and unduly interfere with commencement and completion of such an audit. If in the exclusive and unilateral opinion of the Parish that Contractor delays, retards, interferes with or otherwise interrupts such an audit, the Parish may seek such relief as per law. In such an event, Contractor agrees to be liable for all attorney fees, costs of auditors, court costs, and any other reasonably related expenses with such litigation.

#### IX. Term of Contract

This contract shall begin on the date of the Parish President's signature hereto and shall terminate on December 31, 2003.

#### X. Discrimination Clause

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and

will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

#### XI. Independent Contractor

1. While in the performance of services or carrying out other obligations under this agreement, the Contractor shall be acting in the capacity of an independent contractor and not as an employee of the Parish. The Parish shall not be obliged to any person, firm or corporation for any obligations of the Contractor arising from the performance of its services under this agreement. The Contractor shall be authorized to represent the Parish with respect to services being performed, dealings with other agencies, and administration of specifically related contracts.
2. Contractor hereby agrees to be responsible for payment of taxes from the funds thus received under this Contract. Contractor's obligation shall be identified under Federal tax identification number 72-1439413.
3. It is understood and agreed by the parties hereto that the Contractor is entering into this Agreement in the capacity of an independent contractor and that nothing contained in the Agreement is intended to be construed as creating any other relationship between Parish and Contractor. The parties hereto acknowledge and agree that Parish shall not: (a) withhold federal or state income taxes; (b) withhold federal social security tax (FICA); (c) pay federal or state unemployment taxes for the account of the Contractor, or (d) pay workman's compensation premiums for coverage for Contractor.
4. Contractor agrees to be responsible for and to pay all applicable federal income taxes,

federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes. Contractor agrees to indemnify and hold the Parish harmless for any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from the Parish's treatment of Contractor as independent contractor. The Contractor further agrees to reimburse the Parish for any and all costs the Parish incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

5. The Contractor warrants that it has not employed or retained any company or person, other than a bona-fide employee working for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona-fide employees working solely for the Contractor, 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 Parish shall have the right to annul this contract without liability.

## XII. Insurance

The Contractor shall secure and maintain at its expense such insurance that will protect it and the Parish from claims under the Workmen'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 Contractor shall contain the following clauses:

1. The Contractor 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 named insured with respect to automobile and general liability with respect to negligence by the Contractor.

3. The insurance companies issuing the policy or policies shall have no recourse against the Parish for payment of any premiums or for assessments 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 Contractor.

B. Prior to the execution of this agreement, the Contractor 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 employer's liability shall be no less than \$500,00.00 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 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 Contractor 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 above under Comprehensive General Liability Insurance. The cost of this coverage is at the Contractor's expense.

6. The Contractor shall also secure and maintain at its expense professional liability



Hahnville, LA 70057

(985) 783-5000

Contractor: D.B.S. Sysgraph, Inc.  
2901 Division Street  
Suite 200  
Metairie, LA 70002

THUS DONE AND SIGNED at Hahnville, Louisiana on the day, month and year first written herein.

WITNESSES SIGNATURES

Barbara J. Jacob

Calorie Berthelot

Nkamath

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Parish of St. Charles

By: Albert D. Laque

Albert D. Laque  
Parish President

D B Sysgraph, Inc

By: Nitin Kamath

Nitin Kamath  
President & CEO