

2000-0259

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE: 00-6-2

An ordinance to approve and authorize the execution of a Contract for Engineering Services with Shread-Kuyrkendall and Associates, Inc. for necessary professional engineering services associated with Project Representation for Subdivision Construction, Project No. P000301.

WHEREAS, the St. Charles Parish Council desires to have the following described project undertaken:

PROJECT DESCRIPTION

Engineering services for Project Representation for Subdivision Construction. The services will include providing project representative services for construction of all major subdivisions within the parish; and

WHEREAS, on April 25, 2000 the St. Charles Parish Qualifications Based Selection Review selected the firm of Shread-Kuyrkendall and Associates, Inc. to provide engineering services for said project

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Contract for Engineering Services between Shread-Kuyrkendall and Associates, Inc. and the Parish of St. Charles is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said contract on behalf of the Parish of St. Charles.

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 5th day of June, 2000, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT 6-7-00

APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT [Signature]

RETD/SECRETARY 10-8-00

AT 1:50 PM RECD BY [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE

ON June 15, 2000

AS ENTRY NO. 244347

IN MORTGAGE/CONVEYANCE BOOK

NO. 756 FOLIO 233

AMENDMENT

By Ord
01-9-4

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 7th day of June, 2000, 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 SHREAD-KUYRKENDALL AND ASSOCIATES, INC., CONSULTING ENGINEER, a Corporation acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the PROJECT REPRESENTATION FOR SUBDIVISION CONSTRUCTION as described in Ordinance No. 00-6-2 which is attached hereto and made a part hereof.

1.0 GENERAL

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. Engineering will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

2.1 General

2.1.1 Engineer shall provide for Owner professional engineering services in the construction phase of subdivision construction to which this Agreement applies and as hereinafter provided to properly inspect the work on the project(s) assigned to the Engineer. These services will include but will not be limited to serving as Owner's professional engineering representative, providing professional engineering consultation and advice, and furnishing customary construction engineering and inspection.

♦ In general, the work consists of providing project representative services for construction of all major subdivisions within the parish. Construction will be performed by independent contractors for private developers who will dedicate the completed development to the parish. Design engineering is provided by a consultant engineering firm (Design Consultant) employed by the developer. Engineer is to act as a liaison between the Owner and the Design Consultant.

2.1.2 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.

2.1.3 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.

2.1.4 Engineer shall provide minutes of all meetings with the Design Consultant and the Contractor to include but not limited to Progress Meetings.

2.2 During the Construction Phase

2.2.1 General Oversight of Subdivision Construction. Engineer shall consult with and advise Owner and act as Owner's representative in order to insure that the construction complies with existing parish ordinances and project plans and specifications.

2.2.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress.

2.2.2.1 Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on

information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.

2.2.2.2 The purpose of Engineer's visits to (and representation by Resident Project Representative at) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.

2.2.3 Defective Work. During such visits and on the basis of such observations, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents. Any work disapproved or rejected shall be brought to the attention of the Design Consultant and the Contractor.

2.2.4 Interpretations and Clarifications. Engineer shall receive a copy of all necessary interpretations and clarifications of the Contract Documents provided by the Design Consultant.

2.2.5 Shop Drawings. Engineer shall receive a copy of the Design Consultant's approved Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs.

2.2.6 Substitutes. Engineer, with the Design Consultant, shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.

2.2.7 Inspections and Tests. Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

- 2.2.8 Dispute between Owner and Contractor. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 2.2.9 Construction Closeout Document. Engineer shall receive and review with the Design Consultant maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.
- 2.2.10 Inspection. Engineer, along with the Design Consultant, shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer and the Design Consultant shall give written notice to Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).
- 2.2.11 Developer shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.
- 2.2.12 Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work.
- 2.3 Close-out Phase
During this Phase, Engineer and Owner shall visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Design Consultant and Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
- 2.4 Resident Engineer and Inspection
 - 2.4.1 Engineer shall furnish a full time Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. The RPR(s) shall be subject to approval by the Owner.
 - 2.4.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of the Contractor.
 - 2.4.3 The RPR shall be the Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of Design Consultant and Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
 - 2.4.4 Duties and Responsibilities of RPR.
 - 2.4.4.1 Schedules. Review the progress schedule, schedule of Shop Drawings submittals and schedule of values

- prepared by Contractor and consult with Engineer and Design Consultant concerning acceptability.
- 2.4.4.2 Conferences and Meetings. Attend meetings with Contractor, such as Progress Meetings, Job Conference and other project related meetings.
- 2.4.4.3 Liaison:
- Serve as Engineer's liaison with Design Consultant and Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.
- 2.4.4.4 Shop Drawings and Samples:
- Record date of receipt of Shop Drawings and samples.
 - Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
 - Advise Engineer, Design Consultant, and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been received by Engineer and approved by Design Consultant.
- 2.4.4.5 Review of Work, Rejection of Defective Work, Inspection and Test.
- Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.
 - Accompany visiting inspectors representing public agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
- 2.4.4.6 Interpretation of Contract Documents. Report to Design Consultant, Engineer and Owner when clarifications and interpretations of the Contract Documents are needed.
- 2.4.4.7 Modifications. Transmit Contractor suggestions for modifications in Drawing or Specifications to Design Consultant, Engineer and Owner. Transmit to Contractor decisions as issued by Design Consultant.
- 2.4.4.8 Records.
- Maintain at the job site orderly files for correspondence, reports for job conferences, Shop Drawings, and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.
 - Keep a diary or log book recording Contractor hours on the job site, weather conditions, data

- relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer and Owner.
- Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- Keep pictorial record of progress of project.
- 2.4.4.9 Reports:
 - Furnish Engineer and Owner periodic (daily) reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - Consult with Engineer and Design Consultant in advance of scheduled major tests, inspections or start of important phases of the work.
 - Report immediately to Design Consultant, Engineer and Owner upon the occurrence of any accident.
- 2.4.4.10 Certificates, Maintenance and Operations Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the times actually installed and in accordance with the Contract Documents, and having this material delivered to Engineer for review and forwarding to Owner.
- 2.4.4.11 Completion.
 - Before Engineer issues a Certificate of Substantial Completion, submit to Design Consultant and Contractor a list of observed items requiring completion or correction.
 - Conduct final inspection in the company of Engineer, Owner, Design Consultant, and Contractor and prepare a final list of items to be completed or corrected.
 - Observe that all items on final list have been completed or corrected and make recommendation to Engineer concerning acceptance.
- 2.4.5 Limitation of Authority.
 - 2.4.5.1 Resident Project Representative
 - Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer and Design Consultant.
 - Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
 - Shall not undertake any of the responsibilities of Contractor, Sub-Contractor or Contractor's superintendent.
 - Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 - Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
 - Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.

- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

3.0 SERVICES OF THE OWNER

- 3.1 Provide full information as to the requirements of the Project.
- 3.2 Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.

4.0 COMPENSATION

- 4.1 For performance of Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.1 through 2.4.5.1 inclusive, required by the Owner, the Owner shall authorize and pay the Engineer on the basis of Exhibit A on page 9 of this Contract, based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
 - A copy of the Owner's written authorization to perform the service.
 - Timesheets for all hours invoiced.
 - Invoice copies, logs or other substantiation of non-salary expenses.

5.0 TERM OF CONTRACT.

- 5.1 The term of the contract is from the effective date of the contract until December 31, 2001. The Owner, by authorization of the St. Charles Parish Council has the option of renewing the contract for an additional year. *MS* *trial*

6.0 OWNERSHIP OF DOCUMENTS.

- 6.1 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 anytime during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 6.2 Engineer may retain a set of documents for its files.
- 6.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.
- 6.4 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 Engineer 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.

7.0 TERMINATION.

- 7.1 This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party.
- 7.2 The Engineer, 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.
- 7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed under this Agreement to the date of termination.

- 7.4 The Owner shall then pay the Engineer 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.
- 8.0 COMPLIANCE WITH LAWS AND ORDINANCE.
- 8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.
- 9.0 SUCCESSORS AND ASSIGNS
- 9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.
- 10.0 INSURANCE
- 10.1 The Engineer 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 amount of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) for one person and not less than ONE MILLION AND NO/100 (\$1,000,000.00) for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the amount of FIFTY THOUSAND AND NO/100 (\$50,000.00) for each accident and not less than ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) aggregate.
- 10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the sum of ONE MILLION AND NO/100 (\$1,000,000.00).
- 10.3 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.
- 10.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 11.0 GENERAL.
- 11.1 The Engineer 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 Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.
- 11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not

paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, 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 Owner shall have the right to annul this Contract without liability.

- 11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.

12.0 ACCESS TO SITE.

- 12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.

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:

Sandra J. Miguez

ST. CHARLES PARISH

Albert D. Laque

Albert D. Laque, Parish President

Lydia Parnell

Shread-Kuyrkendall and Assoc., Inc.

Richard R. Shread

Richard R. Shread, President

EXHIBIT "A"

Shread-Kuyrkendall and Associates, Inc.

CONTRACT FOR ENGINEERING SERVICES

FEE SUMMARY

PROJECT REPRESENTATION FOR SUBDIVISION CONSTRUCTION

FOR

ST. CHARLES PARISH

PROJECT NO. 9000301

Project Representative: (Time at project site/sites)

Normal billing rate	\$ 50.00/hour
Time in excess of 8 hours/day	\$ 63.00/hour

Office personnel:

Supervision (Officer of Firm)	\$ 130.00/hour
Project Engineer	\$ 95.00/hour
Pre-Professional	\$ 67.50/hour
Clerical	\$ 50.00/hour

Expenses:

Cellular Phone	Invoice Cost
Photographs (film and developing)	Invoice Cost
Video	Invoice Cost
Xeroxing	\$ 0.10/sheet
Blueline Prints	\$ 0.60/sheet
Travel for office personnel on field trips	\$ 0.32/mile

A 15% Administrative Fee shall be added to all expenses.