

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT made and effective as of the ____ day of _____, 2019, 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 ELOS Environmental, LLC, a corporation hereinafter called Consultant. Whereas the Owner desires to employ a professional consulting firm to perform environmental, planning and permitting services for a possible New Sewage Treatment Plant in Hahnville project as described in Ordinance No. _____, which is attached hereto and made a part hereof.

1.0 GENERAL

The Owner agrees to employ the Consultant, and the Consultant agrees to perform professional services required for the project described above. The project will be implemented in phases and the 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, where specified in Consultant's proposal dated July 29, 2019 (Proposal), which is attached hereto and made a part hereof.

A task order will be issued for each phase and shall specify the work to be performed, basis of payment, and time for completion. Each task order shall become an Addendum to and a part of this Agreement in accordance with Exhibit A. The Owner may terminate the Agreement or any task order by written notification and without cause per Section 7.0. Issuance of a task order will serve as the Owner's approval to begin a subsequent phase.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE CONSULTANT

2.1 General

2.1.1 Consultant shall provide for Owner professional consulting 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. These services will include, but will not be limited to, serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary environmental and geotechnical consulting.

2.1.2 In general the Project consists of the planning, environmental and permitting services shown in the Proposal. Implementation of each phase will not necessarily be done in the order listed. As this project progresses, phases may be deleted or added to complement achieving a successful project.

The proposed project is to increase sewage treatment capacity in the area of the property owned by Esperanza Land LLC southwest of Highway 3127.

2.1.3 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.

2.1.4 Consultant shall obtain from Owner a task order authorization to proceed for each phase of the Project.

2.1.5 Consultant shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project.

2.2 Task Order – Identify Alternative and Perform Desktop Impact Analysis: Refer to Proposal for details on services.

2.3 Task Order – Wetlands Delineation: Refer to Proposal for details on services.

2.4 Task Order – Phase I Environmental Site Assessment: Refer to Proposal for details on services.

2.5 Task Order - Permitting – USACE/DNR/Levee Permits (Section 401, 404, 408, and Coastal Use): Refer to Proposal for details on services.

2.6 Task Order – LPDES Stormwater Pollution Prevention Plan for Construction Phase: Refer to Proposal for details on services.

3.0 SERVICES OF THE OWNER

- 3.1** Provide full information as to the requirements of the Task Order.
- 3.2** Assist the Consultant in planning, environmental and permitting services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.
- 3.3** Guarantee access to and make all provisions for the Consultant and his subconsultants to enter upon public property as required for performing the services.

4.0 COMPENSATION

- 4.1** For performance of basic services as outlined in Section 2 above, the Owner shall authorize and pay the Consultant a not-to-exceed fee, based on the Standard Hourly Rate Schedule in the Proposal, and actual time and costs. The not-to-exceed fees for each phase are as follows:
 - 4.1.1** Identify Alternative and Perform Desktop Impact Analysis \$ 10,866
 - 4.1.2** Wetlands Delineation \$ 10,975
 - 4.1.3** Phase I Environmental Site Assessment \$ 14,886
 - 4.1.4** Permitting \$ 30,229
 - 4.1.5** LPDES Stormwater Pollution Prevention Plan for Construction Phase \$ 9,827
- 4.2** If a task order, or any portion thereof, is not completed for any reason, the final fee for basic services shall be negotiated between Owner and Consultant as per Section 7.0.
- 4.3** The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
 - 4.3.1** A copy of the Owner's written authorization to perform the service.
 - 4.3.2** Timesheets for all hours invoiced.
 - 4.3.3** Invoice copies, logs or other substantiation of non-salary expenses.
- 4.4** For additional consulting and other 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.

5.0 CHARACTER AND EXTENT OF ADDITIONAL CONSULTANTING

- 5.1** The Owner reserves the right to request Consultant to provide Additional Consulting and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.10 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Consulting Firms concerning Additional Consulting or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Consultant to provide Additional Consulting and/or Additional Services prior to the performance of any Additional Consulting and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.10 inclusive.
 - 5.1.1** Additional Consulting. Provide Basic Consulting Services for a negotiated fee. The fee for Basic Services related to the associated work shall be negotiated at the time the work is assigned and this Agreement shall be amended to include that work in accordance with Section 4.0 of this Contract.
 - 5.1.2** Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.4 of this contract.
 - 5.1.2.1** Prepare to and serve as an expert witness for the Owner in any litigation.
 - 5.1.2.2** Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and

review and make recommendations on data submitted by such agencies.)

- 5.1.2.3** Services resulting from significant changes in the general scope, extent or character of the Task Order including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Consultant's control as approved by Owner.
- 5.1.2.4** Providing renderings or models for Owner's use.
- 5.1.2.5** Preparing documents in addition to those furnished under basic services.
- 5.1.2.6** Providing any type of property surveys or related services needed for the transfer of interests in real property.

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 Task Order and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 6.2** Consultant 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 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, 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 Consultant for copyright purposes. Any such materials produced as a result of this Agreement 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 or any Task Order may be terminated by either party upon thirty (30) days written notice.
- 7.2** 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.
- 7.3** 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.
- 7.4** The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 7.5** Failure to meet agreed delivery dates or authorized extensions are considered substantial failures.

8.0 COMPLIANCE WITH LAWS AND ORDINANCES.

- 8.1** The Consultant 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 Consultant 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 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 \$500,000.00 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 \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 10.2** The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
- 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** Consultant 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.
- 10.6** 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.

11.0 GENERAL

- 11.1** 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.
- 11.2** While in the performance of services or carrying out other obligations under this Agreement, the Consultant 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 Consultant arising from the performance of their services under this Agreement. The Consultant 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 Consultant 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 Agreement without liability.
- 11.4** This Agreement being for the personal services of the Consultant shall not be assigned or subcontracted in whole or in part by the Consultant 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 Consultant 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 Consultant shall take appropriate steps to assure compliance.

11.8 The Consultant 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 Consultant further covenants that in the performance of this Agreement 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 Consultant, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Consultant in order to perform its services under this Agreement.

13.0 WARRANTY

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

13.2 If Consulting Services for a task order performed by Consultant do not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.

13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Consultant's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

14.1 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 to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:

ST. CHARLES PARISH

Larry Cochran
Parish President

WITNESSES:

ELOS Environmental, LLC

James Prather, III

EXHIBIT A

TASK ORDER

ST. CHARLES PHASED DELIVERY TYPE CONTRACT

Is hereby attached to and is part of the
**AGREEMENT FOR CONSULTING SERVICES BETWEEN
ST. CHARLES PARISH AND ELOS ENVIRONMENTAL, LLC.**

TASK ORDER NO. _____

TASK ORDER DESCRIPTION

SCOPE OF SERVICES

COMPENSATION

Basic Services

Additional Services

If you agree with the Scope of Services, and Compensation as outlined herein, please indicate your acceptance by signing on the line provided below, dating and returning a copy to our office.

ELOS ENVIRONMENTAL, LLC

ST CHARLES PARISH

James Prather, III

Clayton "Snookie" Fauchaux
Director of Public Works and
Wastewater

Date

Date