

Ord.

2009-0473

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

ORDINANCE NO. 09-12-13

An ordinance approving and authorizing the execution of a Professional Services Agreement with Civil & Environmental Consulting Engineers, Inc. for Parish Project No. P091201, Parishwide Drainage Canal Permitting.

WHEREAS, St. Charles Parish has approximately fifty (50) miles of major drainage canals throughout the Parish in need of regular maintenance; and,

WHEREAS, in order to maintain these canals to optimum efficiency to drain stormwater, various environmental permits are required from several Federal and State agencies; and,

WHEREAS, the Department of Public Works does not have the manpower available to perform the work required in a timely manner to obtain the permits; and,

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement with Civil & Environmental Consulting Engineers, Inc. for Parish Project No. P091201, Parishwide Drainage Canal Permitting is hereby approved.

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

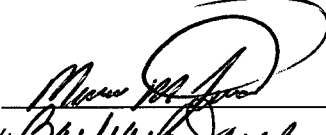

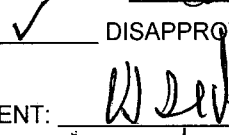
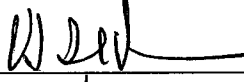
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, LAMBERT, NUSS

NAYS: NONE

ABSENT: AUTHEMENT

And the ordinance was declared adopted this 21st day of December, 2009, to become effective five (5) days after publication in the Official Journal.

ACTING CHAIRMAN: 
SECRETARY: 
DLVD/PARISH PRESIDENT: December 22, 2009
APPROVED:  DISAPPROVED: _____
PARISH PRESIDENT: 
RETD/SECRETARY: December 23, 2009
AT: 9:48 am RECD BY: BGT vb



ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS AND WASTEWATER

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into the 23rd day of December, 2009, 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 **CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS**, 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. **P091201** titled **PARISHWIDE DRAINAGE CANAL PERMITTING**.

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:

To provide professional, environmental drainage canal permitting services on a task order basis. Services shall include coordination with all agencies necessary in order to obtain the following type permits as specified by the task order:

- Department of Natural Resources – The Coastal Use Application (CUP) which is transmitted to other agencies for comment/review)
- Corps of Engineers
- Department of Environmental Quality
- Federal & State Wildlife & Fisheries Agencies
- Appropriate Levee Districts
- Louisiana Department of Transportation & Development
- State Land
- Railroad Right of Entry Agreements and/or Leases
- Utility Right of Way Agreements
- Other agencies as requested by the OWNER.

3. PERIOD OF SERVICE

- a. This AGREEMENT is for a period of one year.
- b. Upon agreement between all parties, the AGREEMENT may be extended for an additional one 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 \$75,000.00, 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. The CONSULTANT shall secure and maintain at his expense such insurance that will protect him and the OWNER, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this AGREEMENT.
- b. Insurance for bodily injury or death shall be in the unencumbered amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for one person and not less than ONE MILLION DOLLARS (\$1,000,000.00) for all injuries and/or deaths resulting from any one occurrence.
- c. The insurance for property damage shall be in the unencumbered amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each accident and not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
- d. CONSULTANT shall also secure and maintain at his own expense professional liability insurance in the unencumbered sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).
- e. 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.
- f. St. Charles Parish shall be named as additional insured on general liability insurance policies.
- g. OWNER may examine all insurance policies.
- h. 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

Valerie Berthelot

ST. CHARLES PARISH

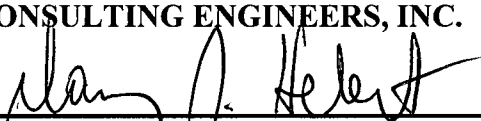


By: Mr. V.J. St. Pierre, Jr.
Parish President

ATTEST

Ruby L. Dennis

CIVIL & ENVIRONMENTAL
CONSULTING ENGINEERS, INC.



By: Danny J. Hebert, P.E.



Civil & Environmental Consulting Engineers
Danny J. Hebert, P.E., L.L.C.
One American Place ~ 13919 River Road, Suite 310
Luling, LA 70070
www.hebertengineering.com
phone: (985) 785-2380 fax: (985) 785-2388

2010 Rate Schedule

OFFICE PERSONNEL:

Principle Engineer	\$175.00/Hr.
Research, Legal Testimony & Depositions	\$250.00/Hr.
Registered Professional Engineer	\$125.00/Hr.
Registered Professional Land Surveyor	\$110.00/Hr.
Design Architect	\$125.00/Hr.
Wetland Delineator/Consultant	\$80.00/Hr.
Environmental Permit Specialist	\$80.00/Hr.
Project Manager	\$125.00/Hr.
Engineering Technician	\$80.00/Hr.
CAD Draftsman	\$80.00/Hr.
Clerical	\$45.00/Hr.
Reimbursable Mileage (*Subject to change with annual Federal Tax Guidelines)	\$.55/Mi.*

CONSTRUCTION PERSONNEL & EQUIPMENT

Project Representative	\$65.00/Hr.
Field Vehicle (*Subject to change with annual Federal Tax Guidelines)	\$.55/Mi.*

SURVEY PERSONNEL & EQUIPMENT:

3-Man Survey Party (with standard equipment & vehicle)	\$170.00/Hr.
2-Man Survey Party (with standard equipment & vehicle)	\$130.00/Hr.
Party Chief/Instrument Man	\$80.00/Hr.
Rodman/Chainman	\$50.00/Hr.

COMPUTER SERVICES:

Digital Photo Compilation (8-1/2" x 11" Sheet)	\$ 4.50/Sheet
Computer Modeling	\$125.00/Hr.
Word Processing	\$45.00/Hr.
Computer Plotting (AutoCAD)	\$80.00/Hr.

SUBCONSULTANT SERVICES:

Subconsultant	Actual Cost Plus 15%
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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

NOV 24 2009

PRODUCER

ALEXANDER & SANDERS INSURANCE AGENCY, INC.
4610 BLUEBONNET BLVD., SUITE A
BATON ROUGE LA 70809

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A XL Specialty Insurance Co

COMPANY
B Travelers

COMPANY
C

COMPANY
D

INSURED

Danny J. Hebert, P.E., LLC dba
Civil & Environmental Consulting Engineers
P.O. Box 1528
Luling, LA 70070

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE
POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH
RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN
IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY	680 3109L138*	AUG 9 2009	AUG 9 2010	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> Addtl Insured & Waiver when				FIRE DAMAGE (Any One Fire) \$ 300,000
	<input checked="" type="checkbox"/> reqd by written contract				MED. EXP (Any One Person) \$ 5,000
B	AUTOMOBILE LIABILITY	680 3109L138*	AUG 9 2009	AUG 9 2010	COMBINED SINGLE LIMIT \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	XVMPJUB 6895Y19**	AUG 9 2009	AUG 9 2010	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH ER \$
	<input type="checkbox"/> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT \$ 1,000,000
					DISEASE-POLICY LIMIT \$ 1,000,000
					DISEASE-EACH EMPLOYEE \$ 1,000,000
A	OTHER: PROFESSIONAL LIABILITY, Claims Made Form, Retroactive Date: 10/26/1999	DPS9619403	OCT 26 09	OCT 26 10	\$1,000,000 Each Claim & Aggregate \$5,000 Deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
SEE SUPPLEMENTAL CERTIFICATE INFORMATION

CERTIFICATE HOLDER

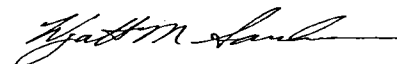
St. Charles Parish
P.O. Box 302
Hahnville, LA 70057

Attention: V.J. St. Pierre, Jr.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS
WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO
SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS
OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



DETAILED DESCRIPTION OF SERVICES TO BE PERFORMED UNDER THIS AGREEMENT
(Ordinance Attachment)

INFORMATION FOR THE COASTAL USE APPLICATION:

- Description of the project
- Previously applied for permits on this project or previous projects on this land
 - Agency Contact, Permit #, Decisions Status, Decision Date for CMD, COE, DEQ & Others
- Physical location of property
 - Street Address if applicable
 - Latitude/Longitude
 - Section, Township, Range #s
 - Lot, Track, Parcel
 - Detailed directions to the site from New Orleans & Baton Rouge
- All Adjacent Landowners
 - Involves research at the Tax Assessors Office & knowledge of maps/subdivisions/local areas
 - Servitude Information will be very important for all of the Parish Projects.
 - “Servitude of Use”
 - Must receive property owner’s permission
 - “Fee Simple Servitude”
 - Parish owns servitude out-right
- Scope of proposed project
 - Bridge/Road; Bulkhead/Fill; Drainage Improvements; Drill Barge/Structure; Levee Construction; Pipeline/Flowline; Rip Rap/Erosion Control; Pilings, Other
 - Equipment to be used: Back hoe, Bulldozer, tracked vehicles, etc.
- Proposed Start & Completion Dates
- All Excavation & Fill Calculations (Acres & Cubic Yards)
 - Vegetated Waterbottoms
 - Non-Vegetated Waterbottoms
 - Wetlands
 - Non-wetlands
- Fill Materials (Cubic Yards)
 - Concrete, Crushed Stone, Native Material, Rock, Sand, Topsoil
- Alternate locations, methods, and access routes considered to avoid impact to wetlands and/or waterbottoms
- What efforts were made to minimize impact to wetlands or waterbottoms
- Maps & Drawings
 - Vicinity Maps (Regional & Street Zoom)
 - Plan View of property
 - Cross Sections of property
 - Overlay of Wetlands onto Plan View
 - Wetland Delineation from COE
 - Plan View & Cross Section of any typical structures erected
 - All Excavation & Fill Calculations detailed and uploaded

All of the above information is important just to complete a proper application and have it accepted into the DNR/COE system to start the initial review phase. Then, once the permit review analyst reviews the permit they will typically ask for the following:

- Site visit to the property (Meeting in the field with either DNR and/or COE representatives) to discuss the project.
- Additional items or shaded areas of plan view based on field specific conditions
- Additional cross sections for areas of interest to the reviewer
- Additional Justification of Project
- Additional Impact Minimization Efforts
- Alternative Site Analysis – All available sites in the PMA and why or why not feasible for the project. Includes mapping all of these areas with a detailed report.
- Plan view with drainage arrows overlay or a complete Drainage Impact Analysis
- Stormwater Pollution Prevention Plan (SWPPP)
- On rare occasions the agencies will require a Supplemental Information Packet, which is a detailed marketing study to justify a large project.
- DNR has been asking for Coastal Hazard studies more frequently than in the past for larger projects.
- LA & Federal Wildlife & Fisheries Departments
 - Buffer Zones
 - Migratory Birds
 - Bald Eagles
- Historically Significant Sites
 - National Registry of Historic Sites
 - Indian Mounds, Historic Buildings, etc.
- Mitigation Process if wetland mitigation is deemed necessary by either the State or Federal Agencies.

Other agencies may be involved in the permitting process that include, but are not limited to: DEQ, Federal & State Wildlife and Fisheries, Levee Districts, State Land, Rail Road Right of Way Agreements and Utility Right of Way Agreements.