

Ord.

**2018-0067**

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(PARKS & RECREATION DEPARTMENT)**

**ORDINANCE NO. 18-3-7**

An ordinance to approve and authorize the execution of an Engineering Services Contract between Linfield, Hunter & Junius, Inc. and St. Charles Parish for the design and construction management of a Memorial Park at 15045 River Road in Hahnville, LA 70057.

**WHEREAS,** St. Charles Parish intends to construct a Memorial Park to honor all branches of the military, first responders, and law enforcement. This park will be on the front lawn of the courthouse; and,

**WHEREAS,** it is the desire of the Parish to engage a qualified firm to provide professional engineering services for the design and construction management of said project for successful completion; and,

**WHEREAS,** the park will be constructed in phases with the first phase commencing in 2018; and,

**WHEREAS,** it is the desire of the Parish and Linfield, Hunter & Junius, Inc. to enter into an Engineering Services Contract for said services.

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

**SECTION I.** That the Engineering Services Contract between Linfield, Hunter & Junius, Inc., and St. Charles Parish for the design and construction management of a Memorial Park in Hahnville is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Engineering Services Contract on behalf of St. Charles Parish and to act on behalf of St. Charles Parish in all matters pertaining to this project.

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

YEAS: CLULEE, GIBBS, WOODRUFF, BELLOCK, FISHER-PERRIER

NAYS: NONE

ABSENT: BENEDETTO, HOGAN, WILSON, FLETCHER

And the ordinance was declared adopted this 26th day of March, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

SECRETARY: Lalaine Brithelot

DLVD/PARISH PRESIDENT: March 27, 2018

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

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: March 28, 2018

AT: 3:40pm RECD BY: VB

INTERIM

## **CONTRACT FOR ENGINEERING SERVICES**

THIS AGREEMENT made and effective as of the 10<sup>th</sup> day of April, 2018, 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 Linfield, Hunter & Junius, Inc., 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 St. Charles Parish Memorial Park project as described in Ordinance No. 18-3-7, 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. The project will be implemented in phases and the Engineer 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, where specified in Engineer's proposal dated February 14, 2018 (Proposal), which is attached hereto and made a part hereof.

**1.1** 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 Contract in accordance with Exhibit A. The Owner may terminate the Contract 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 ENGINEER**

#### **2.1 General**

**2.1.1** Engineer shall provide for Owner professional engineering services in all phases of the Project to which this Agreement applies and as herein after provided to properly plan and execute 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 for the Project, providing professional engineering consultation and advice, and furnishing customary civil, structural, and construction engineering and inspection.

**2.1.2** In general, the Project consists of the Design, Bidding Assistance and Construction Management of the phases 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 Scope of Work is shown in the Proposal and includes a new Memorial Park located at the St. Charles Parish Courthouse.

**2.1.3** 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.

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

**2.1.5** Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical Review Committee Meetings, etc.

#### **2.2 Task Order Conceptual/Preliminary Design**

**2.2.1** Reviewing available data and consulting with the Owner to clarify and define the Owner's requirements for the task order phase of the Project.

**2.2.2** Conducting a Pre-Design Meeting Workshop with the Owner.

- 2.2.3 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.
- 2.2.4 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the task order phase of the Project, and participating in consultations with such authorities.
- 2.2.5 Providing analyses of the Owner's needs, planning surveys and comparative evaluations of prospective site plans and solutions.
- 2.2.6 Prepare for incorporation into Contract Documents preliminary drawings based on the accepted conceptual plan to show the scope, extent, and character of the work to be furnished and performed by Contract (hereinafter called "Drawings") and Specifications which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute.
- 2.2.7 Prepare an opinion of probable total project costs based on the preliminary Drawings and Specifications.
- 2.2.8 Meet with the Owner and present the preliminary design.
- 2.2.9 Submit five paper copies and one electronic copy in PDF format of the preliminary Drawings, Specifications and cost opinion to the Owner for comments.
- 2.3 Task Order Final Design
  - 2.3.1 Revise preliminary Drawings, Specifications and cost opinion based on Owner's comments.
  - 2.3.2 Prepare final Bidding Documents including final Drawings, Specifications and St. Charles Parish's front-end documents.
  - 2.3.3 Meet with the Owner to present the final design.
  - 2.3.4 Submit five paper copies and one electronic copy in PDF format of the final Bidding Documents and cost opinion to the Owner. Bidding Documents shall be signed and sealed by a Louisiana Professional Engineer.
- 2.4 Task Order Bidding
  - 2.4.1 Produce Bidding Documents.
  - 2.4.2 Assist Owner as necessary in advertising for and obtaining bids for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend Pre-Bid Conferences and receive and process fees for Bidding Documents. Distribute Bidding Documents to potential bidders.
  - 2.4.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
  - 2.4.4 Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.
  - 2.4.5 Consult with Owner and confirm in writing the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award is allowed by the Bidding Documents.
  - 2.4.6 Attend the Bid Opening, prepare Bid Tabulation Sheets and assist Owner in evaluating bids or proposals and recommend, in writing, contract awarding. In addition, Engineer shall assemble Contract Documents as specified in Exhibit B, attached hereto and made a part hereof, for presentation and execution.
- 2.5 Task Order Construction

- 2.5.1** General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.
- 2.5.2** Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress.
- 2.5.2.1** 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.
- 2.5.2.2** The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, 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 and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. 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 except as provided in 2.6.3. 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.
- 2.5.3** 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.
- 2.5.4** Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents.

- 2.5.5 Shop Drawings.** Engineer shall review and approve (or take other appropriate action in respect of) 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 incident thereto except as provided in 2.6.3.
- 2.5.6 Substitutes.** Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.
- 2.5.7 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).
- 2.5.8 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.
- 2.5.9 Applications for Payment.** Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
- 2.5.9.1** Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 2.5.9.2** By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or

programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

- 2.5.10 Construction Closeout Document.** Engineer shall receive and review 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.
  - 2.5.11 Inspection.** Engineer 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 shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).
  - 2.5.12 Pre-Construction Conference.** Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one(1) electronic file copy of each drawing in AutoCAD format (latest release) and in PDF format titled to reflect "Construction Drawings"
  - 2.5.13 Owner 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.
  - 2.5.14 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; however, nothing contained in paragraphs 2.6.1 through 2.6.9 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents.
  - 2.5.15 Work Directive Changes and Change Orders.** To be provided as appropriate to construct the project and in accordance with State and Local Laws.
- 2.6 Task Order Close-out and Facility Operation**  
Engineer shall:
- 2.6.1** Provide start-up services for the new facility.
  - 2.6.2** Prepare training materials and provide training of Owner's staff to operate and maintain the new equipment if specified in the Task Order. Training will consist of classroom and hands-on training using the installed equipment.
  - 2.6.3** Assemble required sets of equipment manufacturer's operation and maintenance manuals if specified in the Task Order.

- 2.6.4 Assemble required sets of approved shop drawings in proper order if specified in the Task Order.
- 2.6.5 Provide technical consultation and assistance in correcting warranty items.
- 2.6.6 Provide assistance in connection with the refining and adjusting of new equipment or system.
- 2.6.7 Prepare a final set of stamped project drawings reflecting "as built" along with one (1) electronic file copy of these drawings in AutoCAD format (latest release) and in PDF format titled to reflect "as built".
- 2.6.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
- 2.6.9 Engineer shall have 45 days from Contractor's Substantial Completion date to complete the Contract requirements.

### 3.0 SERVICES OF THE OWNER

- 3.1 Provide full information as to the requirements of the Task Order.
- 3.2 Assist the Engineer in planning and design 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 Engineer and his subconsultants to enter upon public property as required for performing the services.

### 4.0 COMPENSATION

- 4.1 For performance of Basic Engineering as outlined in Section 2 above, the Owner shall authorize and pay the Engineer as per the following:
  - 4.1.1 Owner shall pay Engineer for the performance of Basic Engineering services a lump sum fee as described in the Proposal.
    - 4.1.1.1 Payment for basic engineering services shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments as shown in the Proposal.
    - 4.1.1.2 If the Task Order, or any portion thereof, is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0
- 4.2 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary Basic Engineering, the Owner shall pay Engineer in accordance with Paragraph 4.2.1 through 4.2.3, based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.
  - 4.2.1 For Additional Services provided by the Engineer such as, but not limited to, resident inspection services, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc., Owner shall pay Engineer based on the hourly rate included in the Proposal. Payment can be by either billable hours, lump sum, or not to exceed amount.
  - 4.2.2 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.
  - 4.2.3 For Additional Services that Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, 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 subcontractors and/or subconsultants shall be subject to the provisions set forth in Section 10, Paragraph 10.4 and Section 11, Paragraph 11.4 of this Contract. 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 consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed.
- Evidence that the subcontractor and/or subconsultant is insured as required by Section 10, Paragraph 10.4 of this Contract.

**4.2.4** For Additional Engineering described in Section 5, Paragraph 5.1.1, Owner shall pay Engineer 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 ENGINEERING**

**5.1** The Owner reserves the right to request Engineer to provide Additional Engineering 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 Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.10 inclusive.

**5.1.1** Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract 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 4.2 of this contract.

**5.1.2.1** Providing necessary design topographic surveying for the Task Order to obtain existing grading, locations and dimensions of existing structures, and elevation of critical elements.

**5.1.2.2** Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.

**5.1.2.3** Prepare to and serve as an expert witness for the Owner in any litigation.

**5.1.2.4** Furnish one or more full time Resident Inspectors who will direct his and/or their efforts toward providing assurance for the owner that the completed project will conform to the requirements of the Contract Documents. This shall not be construed as the actual direction of construction work being performed by the Contractor, nor make the engineers responsible for construction techniques, sequences or procedures or the safety precautions incident thereto. A written resume will be submitted to the Owner for each Resident Inspector assigned to the Project. The Owner retains the right to disapprove the use of any Resident Inspector the owner feels is, for any reason, not qualified.

**5.1.2.5** 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.)

- 5.1.2.6** Services resulting from significant changes in the general scope, extent or character of the Task Order or its design 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 Engineer's control as approved by Owner.
- 5.1.2.7** Preparing documents in addition to those furnished under Design Engineering and Construction Services for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.
- 5.1.2.8** Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 5.1.2.9** Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
- 5.1.2.10** Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

## **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** 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 or any Task Order may be terminated by either party upon thirty (30) days written notice.
- 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 and payments received under this Agreement to the date of termination.
- 7.4** The Owner shall then pay the Engineer 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 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 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 Engineer 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 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.
- 10.6 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.
- 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.

#### 13.0 WARRANTY

- 13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements
- 13.2 If Engineering Services for a task order designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer'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, ENGINEER 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 ENGINEER'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:

R. S. Delhomme  
Billy Raymond

WITNESSES:

Robert L. Hunt Jr.

ST. CHARLES PARISH

A  
Larry Cochran  
Parish President

Jim Hunt  
Linfield Hunter & Junius, Inc.

3-29-18

EXHIBIT A

TASK ORDER

ST.CHARLES PHASED DELIVERY TYPE CONTRACT

Is hereby attached to and is part of the  
CONTRACT FOR ENGINEERING SERVICES BETWEEN  
ST. CHARLES PARISH AND LINFIELD, HUNTER & JUNIUS

TASK ORDER No. P080xxx – 1,2,3,etc

TASK ORDER DESCRIPTION

Provide a description of the task order:  
Existing Condition  
Purpose of Task Order  
Proposed Improvements  
Estimated Project Budget if applicable

SCOPE OF SERVICES

Engineering and Construction Services

Section 2.2 – 2.4 Conceptual/Preliminary, and Final Design –

Section 2.5 – 2.8 Bidding, Construction/Close Out, Resident Engineer/Inspection –

Additional Services –

Additional Engineering -

Training, Manuals, and Drawings

Prepare training materials and hours of training

sets of equipment O&M manuals

sets of shop drawings

Final set of drawings per section 2.7.7

COMPENSATION

Engineering Services

Reference section 4.0 and specify type of compensation – percentage of construction cost curve, lump sum/not to exceed, or billable hours.

Additional Services

Reference section 4.2 and specify type of compensation – lump sum/not to exceed, or billable hours.

Additional Engineering

Reference section 4.2.4 and specify type of compensation – lump sum/not to exceed, or billable hours.

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.

LINFIELD, HUNTER & JUNIUS, INC.



ST CHARLES PARISH



Clayton "Snookie" Fauchaux  
Director of Public Works and Wastewater

329-18

Date

3/29/18

Date

## EXHIBIT B

The following contract documents are to be assembled, bound using plastic comb binders, and delivered to St. Charles Parish Public Works Office. The contract document is basically the bid document with forms completed according to the instructions below.

### Five (5) contract documents with the following (in sequence):

- Cover sheet prepared by engineer with stamp.
- Copy of the Table of Contents from bid book.
- Copy of the actual Advertisement for Bid showing all dates (section 00010).
- Copy of Instructions to Bidders (section 00100) and Information Available to Bidders (section 00200) from bid book.
- Copy of the completed Bid Form from selected/winning bid (section 00300) and a copy of all addendums.
- Copy of the bid opening and tabulation forms.
- Copy of the signed Bid Bond from selected/winning bid (section 00410) and its corresponding power of attorney.
- Copy of the completed Questionnaire from selected/winning bid (section 00430).
- Copy of the Schedule of Suppliers from selected/winning bid (section 00450).
- Original Non-Collusive and Non-Solicitation Affidavit signed, dated, and notarized (section 00480). All books must have an originally signed document.
- Original and current Corporate Resolution authorizing execution of contract signed and dated (section 00485). All books must have an originally signed document. The resolution on corporate stationery is acceptable as long as it follows the wording of St Charles Parish's standard form (section 00485).
- Original signed agreement (section 00500) and not dated. Document will be dated when Parish President signs the agreement form. Contract price must agree with Bid Form amount. Blanks in article 7 must also be completed. All books must have an originally signed document.
- Original Performance and Payment Bond (section 00610) completed, signed, dated, and sealed. The date on page 00610-1 is to be left blank and will be dated when the Parish President signs the agreement form. An original power of attorney must accompany each bond document. All books must have originally signed documents.
- Original certificate of insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

"Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice to the below named certificate holder.

- Copy of the following documents from the bid document: Certificate of Owner's Attorney (section 00670); General Conditions, Supplementary Conditions, and Second Supplementary Conditions (sections 00700, 00800, 00801); and forms Change Order, Certificate of Substantial Completion, Notice of Award, and Notice to Proceed (sections 00806, 00808, 00810, 00812).
- Copy of all Division 01 through Division 16 Specifications.

### One (1) contract document with the following:

- Cover sheet prepared by engineer with stamp and marked Court File Copy. All the above documents/forms except for General Conditions (section 00700), Supplementary Conditions (section 00800), and Second Supplementary Conditions (section 00801).

We propose to provide these services for a Lump Sum fee of **\$72,100.00**. Billable tasks and percentages shall be as follows:

Rendered Master Plan	10%	\$ 7,210.00
Design and Budgeting	20%	\$14,420.00
Construction Drawings	40%	\$28,840.00
Bidding	2.5%	\$ 1,802.50
Construction Services	20%	\$14,420.00
Record Drawings	5%	\$ 3,605.00
Printing	2.5%	\$ 1,802.50

## **EXHIBIT D**

Please refer to the attached proposal for the rate schedule





**LINFIELD, HUNTER & JUNIUS, INC.**  
PROFESSIONAL ENGINEERS, ARCHITECTS,  
LANDSCAPE ARCHITECTS AND SURVEYORS

3608 18<sup>th</sup> Street / Suite 200  
Metairie, Louisiana 70002  
(504) 833-5300 / (504) 833-5350 fax  
lhj@lhjunius.com

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Nathan J. Junius, P.E., P.L.S.  
Sergio J. Girau, P.E.  
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February 14, 2018

Mr. Larry Cochran, Parish President  
St. Charles Parish Government  
St. Charles Parish Courthouse, Third Floor  
15045 River Road  
Hahnville, Louisiana 70057

**Re: St. Charles Parish Memorial Park Design**  
**Hahnville, Louisiana**  
**Our File #: 17M-137**

Dear Mr. Cochran:

Please see our fee proposal below to provide professional landscape architectural Master Planning and Design services for a Memorial Park located at the St. Charles Parish Courthouse in Hahnville, Louisiana.

We propose the following services:

- Update the St. Charles Parish Memorial Park Master Plan based on an Owner provided survey of the project.
- Update the renderings and model of the Master Plan. These boards will be available to the Owner for advertising and promotional material.
- Create construction drawings and specifications for the proposed work. Plans and specifications shall be suitable for bidding and construction.
- Include three (3) progress meetings with St. Charles Parish to review construction drawings.
- Periodically update the cost estimate as drawings progress.
- Work with the St. Charles Parish Purchasing Department to bid the project.
- Attend a pre-bid conference for the project.
- Issue addenda, as needed, during the bid process.
- Conduct a pre-construction meeting with the Parish approved low bidder.
- Review submittals and answer Contractor questions during the construction phase.
- Provide as-needed resident inspection to observe the construction practices and verify quantities of installed material.
- LH&J's Landscape Architect will attend weekly progress meetings (during construction) with the Owner to observe construction progress.
- LH&J will review the Contractor's applications for payment, process change orders (if required) and generally keep the Owner informed of the project's progress.

- The Contractor is solely responsible for construction methods, techniques, schedules and procedures.
- LH&J's Landscape Architect shall inspect the final installation and create a punch list, as needed.
- Create record drawings for the project based on Contractor supplied information.
- Plans and technical specifications will be signed and sealed by a Louisiana Professional Engineer.
- LH&J will furnish the Owner with twelve (12) sets of drawings and specifications for bidding and construction.
- LH&J will provide all plans and specifications in electronic (PDF) format.

This proposal does not include any presentations or public meetings. Any additional printing not listed in this proposal shall be the responsibility of the Owner.

REQUIRED FROM THE OWNER

- All program elements shall be provided by the Owner.
- The Owner shall provide a survey of the project site in Auto CAD format. The survey shall include the locations and elevations of all visible site features as well as the locations of all below ground utilities.
- Full access to the site(s) for field observations and measurements.

Design Fees:

We propose to provide basic design services for a Lump Sum fee of **\$72,100.00**. Billable tasks and percentages shall be as follows:

Rendered Master Plan	10%	\$ 7,210.00
Design and Budgeting	20%	\$14,420.00
Construction Drawings	40%	\$28,840.00
Bidding	2.5%	\$ 1,802.50
Construction Services	20%	\$14,420.00
Record Drawings	5%	\$ 3,605.00
Printing	2.5%	\$ 1,802.50

Resident Inspection:

Resident Inspection scheduling shall be determined in coordination with the Contract's construction schedule. Resident Inspection shall be billed on an hourly basis with a total cost not to exceed **\$12,000.00**.

Resident Inspection	Hourly	\$80/Hour
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The proposed fee shall be in accordance with the attached Conditions of Service. If the proposal is acceptable, please sign in the space provided and return one original to this office.



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Richard A. Van Wootten, P.E.

**CONDITIONS OF SERVICE**

February, 2008

**1. FEE DETERMINATION:**

The fee for services performed by Linfield, Hunter & Junius, Inc. (LH&J) for the Client (Client) shall be based on Time Spent Plus Expenses, a negotiated Lump Sum amount, or other arrangement as agreed. When based on Time Spent Plus Expenses, the following "**LIST OF CHARGES**" shall be used in determining the fee. On assignments for which a Lump Sum Fee has been negotiated, fees for additional services requested by Client shall be charged based on the "**LIST OF CHARGES**" or as otherwise agreed.

**2. LIST OF CHARGES:**

Personnel Rates shall be those that prevail at the time the services are rendered. Rates that prevail at the inception of this Agreement are attached.

Miscellaneous Expenses such as travel, subsistence, subconsultant fees, reproduction, photography, long distance telephone/fax, express delivery services, and special equipment rental will be charged at cost plus 10%.

Travel Time at Client's request will be charged at the Personnel Rates. The maximum traveling time charged per day shall be eight hours.

Overtime work performed at Client's request or by special circumstances will be charged at 1.25 times the Personnel Rates.

Client agrees to pay LH&J for assistance and testimony in connection with legal proceedings concerning the project on a Time Spent Plus Expenses basis in accordance with these Conditions of Service.

**3. TERMS OF PAYMENT:**

Payment for services is due upon presentation of the invoice. Invoices are presented by mailing, monthly, and based on time spent plus expenses; an estimated percentage of completion for lump sum services; or other arrangement as agreed. Except as otherwise provided by written agreement, an additional charge of 1% per month shall be made on amounts not received by LH&J within 30 days after the date of the invoice. If not paid within 30 days, LH&J may terminate the performance of the services without waiving any claim or right against Client and without liability whatsoever to the Client. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

**4. RISK ALLOCATION:**

In recognition of the relative risks, rewards, and benefits to both the Client and LH&J, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, LH&J's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, shall not exceed two times LH&J's fee or \$250,000, whichever is less. Such causes include, but are not limited to, LH&J's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

**5. CONSTRUCTION PROCEDURES & SAFETY:**

LH&J is not a Construction Contractor. LH&J shall not be responsible for the acts or omissions of construction contractors or other parties on a construction site and shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, procedures, safety or for safety precautions, and/or programs.

**6. OWNERSHIP AND REUSE OF DOCUMENTS:**

All documents produced by LH&J for this assignment are instruments of service and shall remain the property of LH&J and may not be used by Client for any other endeavor without the written consent of LH&J. Because of the many pitfalls and great inherent dangers, reuse without the written consent of LH&J shall be at Client's risk and Client agrees to defend, indemnify, and hold harmless LH&J from all claims, damages, and expenses including attorney's fees arising out of or resulting therefrom.

**7. APPLICABLE LAWS:**

This Agreement shall be governed by the laws of the State of Louisiana.



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**FEE SCHEDULE  
EFFECTIVE AUGUST, 2016**

<u>POSITION</u>	<u>HOURLY RATE</u>
WORD PROCESSING/CLERICAL	\$ 60.00
JUNIOR TECHNICIAN	\$ 75.00
TECHNICIAN	\$ 90.00
INSPECTOR	\$ 80.00
SENIOR INSPECTOR	\$105.00
JUNIOR ENGINEER/ARCHITECT/LANDSCAPE ARCHITECT	\$125.00
SENIOR TECHNICIAN	\$125.00
LAND SURVEYOR	\$120.00
ENGINEER/ARCHITECT/LANDSCAPE ARCHITECT	\$150.00
REGISTERED LAND SURVEYOR	\$190.00
SENIOR ENGINEER/ARCHITECT/LANDSCAPE ARCHITECT	\$190.00
ENGINEERING/ARCHITECTURAL MANAGER	\$240.00
PRINCIPAL ENGINEER/ARCHITECT/LAND SURVEYOR	\$290.00

REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES AND SUB-CONSULTANTS  
WILL BE BILLED AT COST PLUS 10%. TRAVEL TIME IS BILLED AT HOURLY  
RATES.

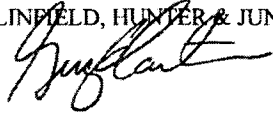
Mr. Larry Cochran, Parish President  
St. Charles Parish Government  
Page 3  
February 14, 2018

We await your Notice to Proceed to begin work on this project.

We appreciate the opportunity to provide this proposal.

Sincerely,

LINFIELD, HUNTER & JUNIUS, INC.



Greg Cantrell, PLA  
Director of Landscape Architecture  
GC/bp

St. Charles Parish Government

Enclosures

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NAME:  
TITLE:  
DATE: