

2019-0140

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. 19-5-2

An ordinance to approve and authorize the execution of a professional service contract with Murray Architects for providing all necessary professional architectural services for a new building at the Public Works Department's West Bank Yard in Hahnville. (Parish Project Number P190401).

WHEREAS, the Parish currently leases trailers at the West Bank Yard to provide offices, storage and other uses for the West Bank and Drainage groups in the Public Works Department; and,

WHEREAS, the Public Works Department desires to construct a permanent building at the West Bank Yard for these employees to replace the trailers; and,

WHEREAS, the Parish received the attached proposal from Murray Architects to perform architectural design services for this new building.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

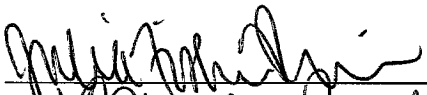
SECTION I. That the contract for Architectural Services between Murray Architects and St. Charles Parish is hereby approved and accepted.

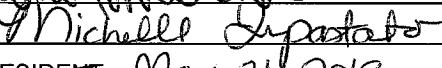
SECTION II. That the Parish President is hereby authorized to execute said contract on behalf of St. Charles Parish.

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

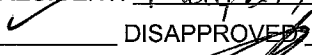
- YEAS: BENEDETTO, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK,
 FISHER-PERRIER
- NAYS: HOGAN
- ABSENT: FLETCHER


And the ordinance was declared adopted this 20th day of May, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

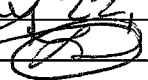
SECRETARY: 

DLVD/PARISH PRESIDENT: May 21, 2019

APPROVED:  DISAPPROVED: _____

PARISH PRESIDENT: 

RETD/SECRETARY: May 22, 2019

AT: 2:40pm RECD BY: 

CONTRACT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT made and effective as of the 21 day of May, 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 Murray Architects a corporation hereinafter called Architect. Whereas the Owner desires to employ a professional architectural firm to perform architectural services for the West Bank Yard Building project as described in Ordinance No. 19-52, which is attached hereto and made a part hereof.

1.0 GENERAL

The Owner agrees to employ the Architect, and the Architect agrees to perform professional services required for the project described above. The Architect will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Architect will coordinate all work between the Owner and all participating agencies and regulating agencies, where specified in Architect's proposal dated February 22, 2019 (Proposal), which is attached hereto and made a part hereof.

The Owner may terminate the Contract by written notification and without cause per Section 7.0. Issuance of a Notice to Proceed will serve as the Owner's approval to begin the project.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ARCHITECT

2.1 General

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

2.1.2 In general the Project consists of the design of the West Bank Yard Building. The project understanding is described in the Proposal.

2.1.3 Services provided by the Architect shall be performed in accordance with generally accepted professional architectural practice at the time and the place where the services are rendered.

2.1.4 Architect shall provide minutes of all meetings with St. Charles Parish.

2.2 Architectural Design: Perform the services for architectural design described in the Proposal. Submit one paper copies and one PDF file of the construction documents at 60, 90 and 100 percent complete phases to the Parish for review and comments. Based on the Parish's review comments, revise the construction documents as necessary.

3.0 SERVICES OF THE OWNER

3.1 Provide full information as to the requirements of the Contract.

3.2 Assist the Architect 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 Architect 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 Architect a not-to-exceed fee, based on the hourly rates shown in the Proposal, and actual time and costs. The total not-to-exceed fee is \$63,380.

- 4.2 If the Contract, or any portion thereof, is not completed for any reason, the final fee for basic Architectural services shall be negotiated between Owner and Architect as per Section 7.0
- 4.3 The following documentation shall be required for payment to Architect 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 services described in Section 5, Owner shall pay Architect 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 SERVICES

The Owner reserves the right to request Architect to provide Additional Services described in this Section 5.0. It is mutually understood that the Owner reserves the right to reevaluate any/all interested architecture or engineering firms concerning Additional Services. The Owner shall issue written authorization to the Architect to provide Additional Services prior to the performance of any 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 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.
- 5.2 Prepare to and serve as an expert witness for the Owner in any litigation.
- 5.3 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.)
- 5.4 Services resulting from significant changes in the general scope, extent or character of the Contract 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 Architect's control as approved by Owner.
- 5.5 Providing renderings or models for Owner's use.
- 5.6 Preparing documents in addition to those furnished under Basic Design for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.
- 5.7 Providing any type of property surveys or related services needed for the transfer of interests in real property.
- 5.8 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
- 5.9 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 any time during the Contract and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 6.2 Architect 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 Architect to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Architect or to Architect'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 Architect 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 thirty (30) days written notice.
- 7.2** The Architect, 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 Architect 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 Architect 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 Architect 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 Architect 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 Architect 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 Architect 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** Architect 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 Architect 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 Architect, 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 Architect 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 Architect arising from the performance of their services under this Agreement. The Architect 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 Architect 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 Architect shall not be assigned or subcontracted in whole or in part by the Architect 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 Architect 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 Architect shall take appropriate steps to assure compliance.

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

13.0 WARRANTY

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

Ray S. DeCheray
Billy Raymond

ST. CHARLES PARISH



Larry Cochran
Parish President

WITNESSES:

[Signature]
[Signature]

Murray Architects

[Signature]



13760 river road - destrehan, la 70047
ofc: 985.764.7275 • fax: 985.725.0182

February 22, 2019

Don Edwards
Public Works
100 River Oaks Drive
Destrehan, LA 70047

**RE: *St. Charles Parish
West Bank Public Works Office***

Dear Mr. Edwards,

In accordance with your request, we are pleased to provide the following professional services proposal for your review.

General Project Description

We understand that you wish Murray Architects, Inc. to provide professional services for the above captioned project.

Services Provided By Murray Architects, Inc.

- Provide construction documents necessary to solicit bids for the construction of a new 4,000 sqft office building located at the west bank Public Works Yard.

Items Provided By Client

- Detail scope of work
- Survey of existing site

Services Not Included

- Reimbursable expenses (Xerox copies, overnight charges, permit fees, etc.)
- Design and permitting of SWPP

Schedule of Services and Fees

We can provide the services listed above for a lump sum fee **\$63,380** for services.

Xerox copies - \$3.00 each. Minimum charge of \$12.00.

Additional services shall be charged at our current standard hourly rates listed herein.

Principal	\$ 200.00/Hr.	Draftsman	\$ 85.00/ Hr.
Sr. Architect	\$ 150.00/Hr.	Inspector	\$ 60.00/ Hr.
Project Director	\$ 160.00/ Hr.	Clerical	\$ 50.00/ Hr.

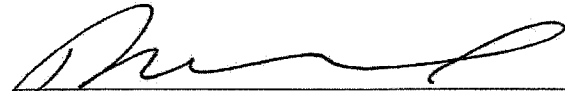
Please find attached our standard section of terms and conditions as they apply to the referenced project. Thank you for the opportunity to provide this engineering proposal for your review.

Sincerely,
Murray Architects, Inc.

Michael J. Tabb, AIA

Offered by (MA):

Accepted by (Client):



(Signature)

Michael Tabb/Architects

(Printed name/title)

(Signature) (Date)

(Printed name/title)

The terms and conditions on the proceeding form are part of this agreement.

Terms and Conditions

Murray Architect (MA) shall perform the services outlined in this agreement for the stated fee arrangement.

Fee

The fee is a lump sum based upon scope of services and shall not be exceeded without written approval of the client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments

Payment is due upon receipt of documents. MA reserves the right to extend or deny credit to the client.

Access to Site

Unless otherwise stated, MA will have access to the site for activities necessary for the performance of the services. MA will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Hidden Conditions and Hazardous Materials

A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by visual non-destructive observation. If MA has reason to believe that such a condition may exist, MA shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification or (2) MA has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition and MA shall not be responsible for the existing condition nor any resulting damages to persons or property. MA shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.

Indemnification

The client shall indemnify and hold harmless MA and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services provided that any such claims, damage, loss, or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the client, anyone directly or indirectly employed by the client (except MA), or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage, or losses due to the presence of hazardous materials.

Risk Allocation

In recognition of the relative risks, rewards, and benefits of the project to both the client and MA, the risks have been allocated so that the client agrees that, to the fullest extent permitted by law, MA'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 the total amount of \$1,000,000.00. Such causes include, but are

not limited to, MA's negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.

Termination of Services

Either party may terminate this agreement upon 10 days written notice should the other fail to perform his obligations hereunder. In the event of termination, the client shall pay MA for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents

All documents produced by MA under this agreement shall remain the property of MA and may not be used by the client for any other endeavor without the written consent of MA. As with all documents that are intended to formalize contractual relationships, the guidance and advice of an attorney is necessary to assure proper usage for specific applications and jurisdictions. We strongly recommend that you have your legal advisor, professional liability carrier, and your accountant review this document. No warranty of any kind is made with respect to this document or other contractual or consequential damages in connection with, or arising out of, the furnishing, performance, or use of this document.

Dispute Resolution

Any claim or dispute between the client and MA shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of MA.