



ST. CHARLES PARISH

DEPARTMENT OF Parks and Recreation

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into the ____ day of _____, 2020, 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 Calvin, Giordano & Associates, Inc. acting herein and through its President, hereinafter called the CONTRACTOR. Whereas the OWNER desires to employ the CONTRACTOR to perform the services described herein for a Parks and Recreation Master Plan Update.

1. GENERAL

- a. The OWNER engages the CONTRACTOR to perform specific professional services identified and described in the Scope of work. CONTRACTOR services shall conform to the requirements of the OWNER and all participating regulating agencies.

2. SERVICES OF THE CONTRACTOR

- a. The Parish hereby agrees to contract with the contractor, and the contractor hereby agrees to perform services in connection with the St. Charles Parish Parks and Recreation Master Plan Update. The services consist of the work defined in the following Scope of work.
- b. SCOPE OF WORK: Update the existing Recreation Master Plan from 2012, as described in the CGA Proposal No. 20-3591, which is attached hereto and made part of this agreement.

3. PERIOD OF SERVICE

- a. The CONTRACTOR shall complete and produce all deliverables described in the Scope of work in the CGA Proposal No. 20-3591 within 240 calendar days of execution of this AGREEMENT.
- b. In the event that delays are experienced beyond the control of the CONTRACTOR, the schedule may be revised as mutually agreed upon by the OWNER and the CONTRACTOR.

4. CONTRACTOR'S COMPENSATION

- a. The method of payment for this AGREEMENT is LUMP SUM.
- b. Total compensation for the completion of the Scope of work described in Section 2B, shall be \$56,400.00 as stipulated in the attached CGA Proposal No. 20-3591.
- c. Such payment to be made to CONTRACTOR within thirty (30) days after receipt of CONTRACTOR'S invoice by OWNER.

5. SERVICES OF THE OWNER

- a. OWNER shall assist CONTRACTOR in carrying out the Scope of work by placing at his disposal all existing relevant data and records in its possession.
- b. CONTRACTOR shall be responsible for searching said data and records provided and shall request specific clarification of the information as needed.
- c. OWNER guarantees CONTRACTOR access to all public property as required in order to complete the Scope of work.

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 CONTRACTOR shall discontinue advancing the services under this AGREEMENT.
- c. CONTRACTOR shall invoice an ascertainable sum proportionate to the lump sum fee amount described in the CGA Proposal No. 20-3591. The percentage of services completed shall be based upon the Scope of work set forth in the CGA Proposal No. 20-3591.
- d. In no event shall the fee exceed what is set forth in the AGREEMENT.
- e. OWNER, upon receiving the completed or partially completed deliverables, and after the final fee is mutually agreed upon, shall make payment within thirty (30) days.
- f. In the event that this contract is terminated, OWNER shall have the option of completing the Scope of work in house or entering into an AGREEMENT with another party to complete the work.

7. COMPLIANCE WITH LAWS AND ORDINANCES

- a. The CONTRACTOR hereby agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the Scope of work under this AGREEMENT.

8. SUCCESSORS AND ASSIGNS

- a. This AGREEMENT is not assignable.

9. INSURANCE

- a. The CONTRACTOR 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 work under this AGREEMENT as defined in the attached scope of work.
- b. 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.
- c. St. Charles Parish shall be named as additional insured on general liability insurance policies.
- d. OWNER may examine all insurance policies.
- e. 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. CONTRACTOR 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 CONTRACTOR, 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, CONTRACTOR 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 CONTRACTOR'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

ST. CHARLES PARISH

By:
Parish President

ATTEST



By:



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Compliance
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

April 8, 2020

The Honorable Matthew Jewell
Parish President
St. Charles Parish
15045 River Road
P.O. Box 302
Hahnville, LA 70057

RE: St. Charles Parish – Parks and Recreation Master Plan Update
CGA Proposal No. 20-3591

Dear President Jewell,

CGA is pleased to present this proposal to assist the St. Charles Parish Parks and Recreation Department to update the Parish's 2012 Parks and Recreation Master Plan.

With over 350 employees (more, as a member of the SAFEbuilt family of companies), we offer the capacity, technical strength and broad range of services typical of large consulting firms, but with the personalized attention of a smaller company.

Further, as a full-service firm, the CGA team not only produces technically strong, innovative and defensible planning studies –we also know what it takes to turn planning studies into tangible results and built projects. For example, we have designed and built parks and civic spaces; developed community gateway features; helped improve roads; updated water and sewer systems; and helped our clients secure funding for these and other capital projects. In many communities, after “the plan” is complete, we have helped craft implementation tools such as zoning codes, design guidelines, economic development strategies, beautification initiatives, capital improvement programs, and performance metrics and indicators to track progress. Our professionals are recognized as creative problem solvers and as nimble, responsive and reliable partners who offer clients customized solutions and a solid track record of success.

CGA is aware of the progress that has taken place in St. Charles Parish as a result of the determined efforts to implement the original master plan. However, we are also cognizant of challenges in resolving some persistent issues, as well the emergence of new issues during the past eight years. Based on this understanding, the following Scope of Services will focus on addressing specific topics, including:

- Built-in operational inefficiencies related to playfield maintenance.
- Strategy for dealing with unproductive use of certain recreational land owned by the Parish.
- Assessment of the range of recreation activities and programs offered based on current and future population needs, preferences and trends.
- Assessment of range of potential funding sources that may be available to cover recreational costs.

The scope will seek to reexamine each section of the existing plan through the filter of these and other key issues. Tasks for which the Parish has indicated responsibility are marked with an asterisk (*). Optional tasks are shown in [square brackets] and not included in the cost proposal but may be added by mutual agreement as an additional service.

A. Task 1 – Mobilization

1. Advisory Task Force: Prior to the kickoff meeting, the Parish may either form a, or reconvene the previous, Parks and Recreation Master Plan Advisory Task Force. Together with Department staff, the Task Force will be responsible for reviewing and commenting on consultant materials in a timely manner, as well as providing insight and guidance on the preferred/optimal course of action regarding key issues. (*).
2. Kickoff Trip (2-day max): CGA will kick off the process with Department staff, meet with the Task Force to discuss concerns and aspirations, and tour existing Parish parks and recreational facilities and related projects in order to document conditions and refresh a photo-inventory for the project.
3. Data Collection: CGA will assemble readily available data, including GIS layers, aerial photography, etc. necessary for the completion of the update. CGA will rely on St. Charles Parish's assistance in obtaining all relevant information and will not generate new data.
4. [OPTIONAL - Stakeholder Interviews: CGA may conduct telephone interviews with key organizations and individuals active in the parks and recreation arena in St. Charles Parish, to discuss. Key issues and needs.]

B. Task 2 – Update of Inventory and Analysis

1. **Facilities Inventory:** CGA will update, as necessary, the inventory of parks and recreation facilities maintained by the Parks and Recreation Department, including undeveloped park and open space acreage owned by the Parish. The inventory will consider private recreation facilities and joint-use facilities as well. The inventory will detail amenities and their condition, age, size, safety, accessibility, and park service area. Existing tables and maps will be updated as necessary based on the inventory. GIS data will be used to map the parks and recreational facilities.
2. **Program Evaluation:** CGA will update the roster and evaluation of recreational programs and initiatives run by the Parks and Recreation Department and their partners.
3. **Program Evaluation:** CGA will update the roster and evaluation of recreational programs and initiatives run by the Parks and Recreation Department and their partners.
4. **Needs Survey:** CGA will prepare and administer a non-scientific survey to update the analysis of issues related to parks and recreation planning in the Parish. The household survey will cover topics such as park facility usage, user satisfaction, perceived needs, preferences and priorities, and funding. Basic questions about key demographic factors (age, gender, address, length of residency, etc.) will also be included. The primary method of distribution will be digital, supplemented (if desired by the Department) by paper surveys distributed at key locations. (*) For paper surveys, the Department shall be responsible for collecting and tabulating the results in a format compatible with the electronic survey result compilation. CGA will interpret and analyze the consolidated results.

C. Task 3 – Update of Standards, Levels of Service and Criteria

1. **Facility Classifications and Standards:** CGA will analyze the demographic data and projected population to update or confirm current park classifications and facility standards. This will be applied to demographic data from the projected population and combined with program needs identified during the household survey and general observations from the Facilities Inventory and Program Evaluation updates. This task will follow the parameters of the original analysis, considering four types of needs that follow. The expressed and latent needs will be defined based on community input from the stakeholder interviews (if held), community meetings (by Staff), and the household survey (Task 2.4). Comparative and normative needs will be based on research by CGA.
 - **Expressed Needs:** Needs presently served but not at a level adequate to meet the demand.
 - **Latent Needs:** Needs not currently served (gaps).

- Comparative Needs: Needs suggested by comparison (benchmarking) with services provided in communities with similar characteristics.
 - Normative Needs: Needs defined by published standards (NRPA, others) and adjusted to the context of St. Charles Parish.
2. Service Area Update: The original Service Area map will be updated, compared to the Parish's supply of facilities to identify deficiencies or gaps.
 3. Level of Service (LOS) Guidelines and Facility Space Guidelines: CGA will update or confirm the validity of LOS and facility space guidelines for existing and future parks and recreational facilities.
 4. [OPTIONAL: Park Land Acquisition Criteria: CGA will review, evaluate, and update or change, as necessary, the current criteria for land acquisition. Specific park sites will not be identified.]

D. Task 4 – Operational and Financial Analysis Update

1. Operations: CGA will review the Department's operations and evaluate against current best industry practices.
2. Finances: The financial analysis section of the Master Plan will be reviewed and updated in terms of operating and capital budget, potential user fees, current and other revenue generating opportunities, grant opportunities, and revenue forecast. The goal is to find opportunities for improving the long-term financial sustainability of the Parks and Recreation Department.

E. Task 5 – Master Plan Update

1. Draft Document: The updated Master Plan will incorporate the findings and analysis from all previous tasks. Included will be an Implementation Strategy with prioritization and phasing for a 5-year and a 10-year period, as well as a funding strategy, which will identify potential sources of capital and operating funds to support the plan.
2. Draft Review: CCGA will submit the Draft Master Plan document for one (1) round of review and comment by Department staff and the Advisory Task Force. (*) Staff will provide a consolidated set of comments to CGA.
3. Final Deliverable: CGA will incorporate or address all comments into a final document. One color reproducible hard copy and a digital file will be provided.

F. Task 6 – Meetings and Community Engagement

1. (*) Community Meeting(s): Department staff, with assistance from the Advisory Task Force, may conduct community meetings coinciding with milestone tasks, to be agreed upon through discussion with CGA. Unless otherwise pre-agreed, the Department shall be responsible for all pre-meeting outreach, meeting preparation (materials), meeting facilitation, and for collecting, tabulating, and

- providing all meeting input to CGA. [OPTIONAL: As an additional service, CGA may help prepare, attend and assist in facilitating one or more community meetings if requested by the Parish in advance.]
2. Staff Meetings: CGA will hold periodic teleconference or videoconference meetings with Department staff to review, discuss and obtain direction at key process points, up to a maximum of ten (10) meetings
 3. (*) Task Force Meetings: Department staff shall be responsible for scheduling and conducting periodic Task Force Meetings throughout the update process. The Task Force Meetings will coincide with the review of key interim deliverables or with pivot discussion points. Staff shall be responsible for consolidating and providing reasonable meeting records with clear direction to CGA. [OPTIONAL: As an additional service, CGA may attend some of these meetings in person, or participate in them as necessary via conference call or video conference if requested by the Parish in advance.]
 4. [OPTIONAL: Updated Draft Master Plan Presentation to Task Force: As an additional service, CGA may present a summary of the outcomes of the update process to the Advisory Task Force, if requested by the Parish in advance.]
 5. Updated Final Master Plan Presentation to Parish Council: CGA will attend and present the final document to the Parish Council for adoption.

BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.
- Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.

- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval by CLIENT, as required. Unless negotiated in advance and approved by the CLIENT in writing, all reimbursable expenses for the duration of the project, including CGA's standard fees for administrative processing shall not exceed \$3,000.00.

MEETING ATTENDANCE

No meetings other than those listed above are included in the Schedule of Fees shown below. Additional meetings requested by the CLIENT and not specifically listed in the Scope of Work shall be considered an additional service and billed on a time and materials basis, billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee of \$56,400.00 plus reimbursables as noted in the Reimbursable Expenses clause.

TERMS OF THE AGREEMENT

- All aspects of GIS mapping created by Calvin, Giordano & Associates, Inc., will be property of the CLIENT and will be given to the CLIENT at time of project completion.
- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.
- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including

attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.

- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.
- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.
- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

MISCELLANEOUS PROVISIONS

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.
- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.
- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.



Sarah Sinatra Gould
Planning Director

Cost of these services is \$56,400.00 plus expenses as noted

ACCEPTANCE OF CONTRACT

Calvin, Giordano & Associates, Inc.

By: 

Date: _____

Name: Sarah Sinatra Gould
Title: Planning Director

By: _____

Date: _____

Name: Matthew Jewell
Title: Parish President