

Ord.

2008-0171

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT

ORDINANCE NO. 08-4-8

An ordinance to waive the Qualification Based Selection (QBS) procedure and to approve and authorize the execution of a Contract for Professional Services between St. Charles Parish and C.J. Savoie Consulting Engineers, Inc.

WHEREAS, it is the desire of the Parish to have all engineering plans and specifications reviewed by a third party to insure Parish Officials and the public that tax dollars will be used wisely; and,

WHEREAS, it is also the desire of the Parish to benefit from other services more fully set forth in the "Scope of Services"

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the provisions of the Code of Ordinances, Chapter 2, Article I, Section 2-12, Qualification Based Selection procedures for the procurement of Architects and Engineers is hereby waived

SECTION II. That the Contract for Professional Services between St. Charles Parish and C J. Savoie Consulting Engineers, Inc. is hereby approved.

SECTION III. 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: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, LAMBERT

NAYS: NONE

ABSENT: NUSS

And the ordinance was declared adopted this 7th day of April, 2008, to become effective five (5) days after publication in the Official Journal.

Waive QBS Procedure C J Savoie

ACTING CHAIRMAN *[Signature]*
 SECRETARY *Barbara Jacob Tucker*
 DLVD/PARISH PRESIDENT *April 8, 2008*
 APPROVED *[Signature]* DISAPPROVED _____
 PARISH PRESIDENT *[Signature]*
 RETD/SECRETARY *April 8, 2008*
 AT *1:30 pm* RECD BY *[Signature]*

**CONTRACT FOR PROFESSIONAL
ENGINEERING SERVICES**

between

ST. CHARLES PARISH

and

C. J. SAVOIE CONSULTING ENGINEERS, INC.

The St. Charles Parish Council, herein referred to as "the Parish" and represented by V. J. St Pierre, Parish President and C. J. Savoie Consulting Engineers, Inc. herein referred to as "the Engineer" and represented by C. J. Savoie do hereby enter into this agreement whereby the Engineer will perform services hereinafter set forth in the "Scope of Services".

I. PURPOSE:

St. Charles Parish spends large sums of taxpayer dollars each year on engineering and construction projects. Although the construction projects are bid out as required by law, review of engineering plans and specifications by a third party insures Parish officials and the public that taxpayer dollars will be used wisely with the public getting the most of their dollars. Additionally, the Parish will benefit from other services to be provided by the Engineer as more fully set forth thereafter in the "Scope of Services".

II. SCOPE OF SERVICES:

1. Prepare scope of work for all engineering projects as required by the Parish to allow design engineering firms to submit professional qualification proposals for design of Parish projects.
2. Review contracts and evaluate fees charged by other engineering firms prior to the execution of the said engineering contracts.
3. Evaluate proposals submitted by engineering firms
- 4 Assist the Parish as an expert witness in litigation.
- 5 Assist the various Department's with problems relative to Parish sewerage and water systems.
6. Prepare necessary documents for minor utility relocations resulting from highway construction
7. Assist the Parish in evaluating pump requirements, hydraulics, engineering calculations, etc. Investigate any problems with the many drainage and sewer stations throughout the Parish and make improvement recommendations as well as being on an advisory capacity should a failure occur with a pump or an operational panel board
8. Prepare applications for permits for minor drainage projects, recreational projects such as boat launches, and other permits that are required for Parish projects (ie., State right-of-way permits)
- 9 Assist the Parish in direction for miscellaneous projects that Parish personnel perform.

10. Assist the Parish in developing proper methods and procedures for street overlaying, maintenance and repairs as needed.
11. Be available in St. Charles Parish a minimum of eight hours per week to respond to engineering problems review documents and inspect site locations as required.
12. Attend Council meetings and committee meetings when requested by the Parish President.
13. Prepare written monthly reports and recommendations on Parish and engineering firm projects that are being conducted in the Parish.
14. Assist the Wastewater Director and the Public Works Director on in-house engineering matters.
15. Prepare cost estimates on in-house projects for budgeting purpose.
16. Review per request of the Parish any construction projects in progress. Check all modifications to project, change orders, invoices, etc., in the posture of being an agent and second opinion to the Parish. Such review does not assume the design or inspection responsibilities for projects designed by other engineering consultants.

III. LIMITATION ON SCOPE OF SERVICES:

Engineer as defined herein shall not prepare plans and specifications for major construction projects as part of this contract unless a variance for such design work is authorized by the Parish President or the Parish Council for such design work in which such design work shall be completed under separate contract for additional compensation

IV. AUTHORIZATION TO ASSIGN PROJECTS AS PROVIDED FOR IN THE SCOPE OF SERVICES:

The Parish President shall have exclusive authority to assign work under this contract.

V. COMPENSATION:

The professional engineering services provided for in this contract will be performed by the Engineer for a lump sum fee of one hundred fifty-six thousand dollars (\$156,000.00) per year, payable in equal installments of thirteen thousand dollars (\$13,000.00) per month beginning May 1, 2008. The Engineer shall submit monthly invoices to the Parish.

VI. PAYMENT TERMS:

Each monthly invoice shall be for the prior month's services and shall be submitted to the Parish not later than the fifteenth (15) day of succeeding month. The Parish shall pay invoices within fifteen (15) days of receipt.

VII. MINIMUM OF WORK HOURS:

For the lump sum provided for in this contract, the Engineer will provide a minimum of one hundred eight (108) hours per month of engineering services to the Parish.

A monthly report shall be submitted with each invoice documenting the hours worked on behalf of the Parish during the month covered by the invoice. All monthly reports shall be signed by the Engineer.

The monthly compensation is for consultations by the Engineer and staff and is to be prorated for the Engineer's staff members as follows:

<u>STAFF MEMBER</u>	<u>COST/HOUR</u>	<u>PRORATION</u>
Engineer	120.00/hour	1:1
Engineer's Assistant	60.00/hour	1:2
Drafts Person	40.00/hour	1:3
Clerical	30.00/hour	1:4

VIII. TERM OF CONTRACT:

The term of this agreement shall commence on May 1, 2008 and continue in full force until May 1, 2009 unless earlier terminated in accordance with the Termination Article below. At the end of this term, and in any succeeding terms, this agreement may be renewed for three (3) additional one year periods upon the mutual consent of the Parish President and the Engineer.

IX. INSURANCE:

The Engineer shall furnish and keep in force at Engineer's sole expense, the following lines and types of insurance coverage. All coverages and types of insurance must be underwritten by carriers acceptable to the Parish

- A. Professional Liability (insurance coverage with limits no less than)
 - 1. \$1,000,000 each occurrence
 - 2. \$1,000,000 general aggregate
 - 3. Parish shall be named as additional insured
 - 4. Waiver of subrogation in favor of the Parish
 - 5. 30 day Notice of Cancellation
 - 6. Engineer shall review plans and specifications prepared or designed by other engineers for architects in accordance with Section II, Item 18. However, the Engineer shall not be held liable or responsible for said engineers or architects design.
- B. Commercial General Liability (with limits no less than)

1. \$1,000,000 each occurrence
2. \$2,000,000 general aggregate
3. \$1,000,000 products / completed operations
4. \$1,000,000 personal and advertising injury
5. \$5,000 medical payments
6. 30 days Notice of Cancellation

In lieu of 1-5 the following will be acceptable:

7. \$1,000,000 CSL, B1 and PD (old form, no annual aggregate limit)

The Parish will be named additional insured and liability insurance must include coverage for the indemnity and hold harmless agreement between Engineer and the Parish.

C. Business Auto

1. \$1,000,000 CSL
2. Waiver of subrogation
3. 30 Days Notice of Cancellation

The Parish will be named additional insured.

D. Worker's Compensation

1. \$500,000 E L Limit
2. Waiver of Subrogation
3. 30 days of Notice of cancellation
4. USL & H coverage (on a if any basis will be acceptable)
5. All active owners / partners/ officers must be included in coverage

X. INDEMNITY:

The Engineer shall save, hold harmless and indemnify the Parish for any and all claims arising out of the negligence of the Engineer or the Engineer's agents or employees.

XI. CONTRACT TERMINATION:

This contract may be terminated at any time by either the Parish President or the Engineer by giving thirty (30) days written notice.

XII. SEVERABILITY:

In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be continued as if such invalid, illegal, or unenforceable provision had never been contained herein.

XIII. NON-ASSIGNMENT OF RIGHTS:

Neither Owner nor Engineer shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the affect of this

limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement.

XIV. APPLICABLE LAW:

This agreement shall be interpreted and constructed in accordance with, and shall be governed by the laws of Louisiana

XV. VENUE:

The exclusive venue for all civil actions arising under this agreement shall be St. Charles Parish.

THUS done and signed this 27th day of April, 2008
at Hahnville, Louisiana

Witnesses

Barbara Jacob Ducher

Valerie Brothelot

V. J. St. Pierre
V. J. St. Pierre
Parish President
St. Charles Parish

Address for giving notices:
15045 Highway 18
P. O. Box 302
Hahnville, LA 70057

Witnesses

Archie Al...

Sandra B. Miguez

C. J. Savoie
C. J. Savoie, President
C. J. Savoie Consulting Engineers, Inc.

Address for giving notices:
P. O. Drawer R
Paincourtville, LA 70391