

Ord.
2001-0410

**INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE: 01-12-4

An ordinance to approve and authorize the execution of a Contract for Program Management Services with Shread-Kuyrkendall & Associates, Inc. for Program Management Services for Capital Outlay and Drainage Improvements Program (2002).

WHEREAS, the Parish is in the process of constructing a \$16 Million Dollar Drainage Improvement Program; and,

WHEREAS, portions of the project are behind schedule due to construction delays as a result of utility conflicts, and DNR and USACE permitting problems and the resulting shutdowns of both Public Works and Wastewater projects; and,

WHEREAS, it is the desire of the Parish Council and the Parish President to expedite the completion of these projects as soon as possible with the assistance of Program Management Services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Contract for Program Management Services for Capital Outlay and Drainage Improvements Program (2002), attached hereto as Exhibit A, by and between Shread-Kuyrkendall & Associates, Inc. and the Parish of St. Charles is hereby approved.

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

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

YEAS: FAUCHEUX, HILAIRE, FABRE, BLACK, MARINO, MINNICH

NAYS: RAMCHANDRAN, ABADIE, AUTHEMENT

ABSENT: NONE

And the ordinance was declared adopted this 3rd day of December 2001, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: *Barry Minnich*

SECRETARY: *Barbara J. Joubert*

DLVD/PARISH PRESIDENT: December 4, 2001

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *Albert D. Laque*

RETD/SECRETARY: December 4, 2001

AT: 3:30 PM RECD BY: *[Signature]*

**CONTRACT FOR THE
DRAINAGE IMPROVEMENTS PROGRAM**

THIS AGREEMENT made and entered into the 4th day of December, 2001, 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 SHREAD-KUYRKENDALL AND ASSOCIATES, INC., CONSULTING ENGINEER, a Louisiana Corporation acting herein by and through its President, hereinafter called the ENGINEER. Whereas the OWNER desires to employ a professional consulting Engineering firm to provide the PROGRAM MANAGEMENT SERVICES FOR CAPITAL OUTLAY AND DRAINAGE IMPROVEMENTS PROJECTS (2002).

I. GENERAL

The OWNER agrees to employ the ENGINEER, and the ENGINEER agrees to perform professional services as required. Engineering will conform to 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 as needed.

II. SERVICES OF THE ENGINEER

Basic Engineering Services

The ENGINEER, upon authorization by the OWNER, shall provide the Engineering Services required and agreed to by the ENGINEER, and shall be paid by the OWNER and shall include:

The ENGINEER shall provide regular monthly reports itemizing work done, work in progress, and all time sheets with detail for work done and billed, and work reasonably expected to be done.

SERVICES OF THE OWNER

A. Provide full information as to his requirements for the project.

- B. Assist the ENGINEER in planning and performing the work by placing at his disposal all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities. Provision of office space and telecommunication allowing the ENGINEER to conduct management services for the OWNER. Guarantee access to and make all provisions for the ENGINEER to enter upon public property as required for performing the services.

III. COMPENSATION

A. Basic Services

1. For performance of the ENGINEER as outlined in Section II, required by the OWNER, the OWNER shall authorize and pay the ENGINEER an hourly rate based on the billable rate schedule shown in Attachment "A". Principal billing shall not exceed 25 hours per month.
2. Reimbursable Expenses incurred in connection with all Basic and Additional Services will be charged on the bases of actual cost. Additional administrative services shall be cost plus 15%.
3. Monthly billing for services and reimbursable expenses. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project.
4. Expectation is to start services promptly after receipt of acceptance of contract and upon issuance of the notice to proceed.

B. Partial Payments

Payments for basic engineering services shall be made based upon ENGINEER'S job cost schedule of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.

- C. The OWNER and ENGINEER acknowledge that the total project budget may vary depending on construction costs. Therefore, both parties agree to negotiate in good faith to make adjustments as required.

IV. OWNERSHIP OF DOCUMENT

- A. Documents including but not limited to plans, specifications, 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 project and shall be delivered to the OWNER prior to termination or final completion of the contract.
- B. Drawings will be computer generated utilizing AutoCAD Version 12. Drawing files will be provided on 3½" high-density diskettes.
- C. Word processing documents will be prepared utilizing Microsoft Word 95. Word processing files will be provided on 3½" high-density diskettes. All as built's shall be provided on reproducible scpias.

V. TERMINATION

- A. This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party.
- B. 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.
- C. The ENGINEER shall, as soon as practical after receipt of notice of termination but no later than (30) days after receipt of said notice; submit a statement showing in detail the services performed under this Agreement to the date of termination.
- D. The OWNER shall then pay the ENGINEER promptly that portion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under the fee as have been previously made.

VI. COMPLIANCE WITH LAWS AND ORDINANCES

The ENGINEER hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.

VII. SUCCESSORS AND ASSIGNS

This Contract is not assignable.

VIII. INSURANCE

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 amount of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) for one person and not less than FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the amount of FIFTY THOUSAND AND NO/100 (\$50,000.00) for each accident and not less than ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) aggregate.

The ENGINEER shall also secure and maintain at his expense professional liability insurance in the sum of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00).

All certificates of insurance shall name the OWNER as an insured, SHALL BE FURNISHED TO THE OWNER within ten (10) days of the signing of the contract and shall provide that insurance shall not be canceled without ten (10) days prior written notice to the OWNER. The OWNER may examine the policies.

IX. GENERAL

A. 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.

- B. 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 the other agencies and administrations in order to perform the services under this Contract.
- C. 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 been 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.
- D. 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.
- E. 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.
- F. 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 tot he Program, shall have any personal financial interest, direct or indirect, in

this Contract, and the ENGINEER shall take appropriate steps to assure compliance.

G. 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.

H. 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.

X. WARRANTY

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

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

ATTEST:

ST. CHARLES PARISH

Valarie Berthelet

Albert D. Laque

By: Albert Laque
Parish President

ATTEST:

SHREAD-KUYRKENDALL
AND ASSOCIATES, INC.

Magnonne W. Luterrey

Richard R. Shread

By: Richard R. Shread, PE, PLS
President

SUPPLEMENTAL ATTACHMENT A

Shread-Kuyrkendall and Associates, Inc.

BILLABLE HOURLY RATES

St. Charles Parish

PROGRAM MANAGEMENT SERVICES

FOR CAPITAL OUTLAY AND

DRAINAGE IMPROVEMENTS PROJECTS

(2002)

	<u>Cost Per Hour</u>
Supervisor	\$ 113.00
Program Manager	\$ 99.00
Engineer	\$ 95.00
Pre-Professional	\$ 67.50
CADD Technician	\$ 61.00
Survey Crew (3-Man)	\$ 100.00
Principal	\$130.00

Non-Salary Expenses

Mileage @ \$0.32/Mile

15% Administrative Fee shall be added to all expenses.