

ORD.

2016-0306

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)**

ORDINANCE NO. 16-9-8

An ordinance to approve and authorize the execution of an Engineering Services Contract between Meyers Engineers, Ltd., and St. Charles Parish for Resident Inspection Services during the construction of the 29th Judicial District Building in Hahnville.

WHEREAS, St. Charles Parish intends to construct a building behind the St. Charles Parish Courthouse located at 15045 River Road in Hahnville; and,

WHEREAS, it is the desire of the Parish to engage a qualified firm to provide professional engineering services for inspection of the construction methods and procedures being implemented during said project for successful completion; and,

WHEREAS, the professional services contract will be in the amount of \$42,176.00; and,

WHEREAS, it is the desire of the Parish and Meyers Engineers, Ltd., 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 Meyers Engineers, Ltd., and St. Charles Parish for the Resident Inspection Services during the construction of the 29th Judicial District Building 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: HOGAN, WILSON, CLULEE, WOODRUFF, BELLOCK, FLETCHER,
FISHER-PERRIER
NAYS: NONE
ABSENT: BENEDETTO, GIBBS

And the ordinance was declared adopted this 19th day of September, 2016, to become effective five (5) days after publication in the Official Journal.

ACTING CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: 9/24/16

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: 9/24/16

AT: 1:40 PM RECD BY: _____

SINGLE PROJECT
CONTRACT FOR RESIDENT PROJECT REPRESENTATIVE SERVICES

THIS AGREEMENT made and effective as of the 21st day of September, 2016, 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 Meyers Engineering, LTD., a corporation acting herein by and through its Contracting Officer, hereinafter called Resident Project Representative (RPR). Whereas the Owner desires to employ a professional consulting Engineering company to provide resident project representative services during construction on behalf of the St. Charles Parish in support of the construction of the 29th Judicial Court Building in Hahnville, Louisiana.

1.0 GENERAL

The Owner agrees to employ the RPR, and RPR agrees to perform professional services required for the project described above. RPR will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Owner may terminate the Contract by written notification and without cause per Section 4.0 during any phase of the project.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE RPR

Construction Inspection shall include the following tasks:

- Meyer Engineers, LTD shall provide a qualified resident project representative on-site to observe and document construction progress, field issues and installation of proposed 29th Judicial Court Building in Hahnville, LA
- The RPR shall be familiar with civil, structural, and general building components and have a general understanding of mechanical and electrical components required to complete the construction and modifications outlined in the project.
- The RPR shall provide construction observation reports to document progress and identify issues in the field.
- The RPR shall coordinate construction concerns with St. Charles Parish and its Architect-of-Record, Murray Architects.
- The RPR shall attend all meetings as required for construction to include but not limited to Pre-Construction Meetings, Bi-weekly progress meetings, Substantial completion/project closeout meetings.

3.0 Schedule

Meyers Engineers, Ltd. Agrees that the construction observation will be periodic and will not require on-site inspections everyday of construction. Rather, the work will be based on 464 hours maximum over the entire schedule as outlined below.

- Pre-construction, 1 month
- Construction, 12 months
- Substantial Completion and Project Closeout, 1 month
- Total Contract duration, 14 months maximum
- Total construction man-hours, 464 maximum inclusive of on-site inspection, report writing and meeting attendance

3.1 Project Administration

Services shall be on a Time and Materials basis according to the negotiated contract unit hourly rates. All direct and incidental costs shall be included in the proposed labor rates. Direct and incidental costs include but are not limited to office travel, lodging, per diem, and transportation. Separate labor rates will not be paid for overtime. Meyer Engineers, Ltd. Shall invoice St. Charles Parish monthly based on the contracted unit hourly rate.

4.0 TERMINATION.

- 4.1** This Agreement may be terminated by either party upon thirty (30) days written notice.
- 4.2** The RPR, 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.
- 4.3** The RPR 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.
- 4.4** The Owner shall then pay the RPR promptly that portion of the prescribed fee to which both parties agree.

5.0 COMPLIANCE WITH LAWS AND ORDINANCE.

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

6.0 SUCCESSORS AND ASSIGNS

- 6.1** Owner and RPR 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.

7.0 INSURANCE

- 7.1** The RPR 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.
- 7.2** The RPR shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
- 7.3** 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.
- 7.4** RPR 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.
- 7.5** St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 7.6** 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.

8.0 GENERAL.

- 8.1** The RPR shall indemnify and save harmless the Owner against any 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 RPR, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 8.2** While in the performance of services or carrying out other obligations under this Agreement, the RPR 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 RPR arising from the performance of their services under this Agreement. The RPR 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.
- 8.3** The RPR 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.
- 8.4** This Agreement being for the personal services of the RPR shall not be assigned or subcontracted in whole or in part by the RPR as to the services to be performed hereunder without the written consent of the Owner.
- 8.5** 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.
- 8.6** 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 RPR shall take appropriate steps to assure compliance.
- 8.7** 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 RPR shall take appropriate steps to assure compliance.
- 8.8** The RPR 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 RPR further covenants that in the performance of this Contract no person having any such interest shall be employed.

9.0 ACCESS TO SITE.

- 9.1** Owner shall be fully responsible for obtaining the necessary access authorizations to allow RPR, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by RPR in order to perform its services under this Agreement.

10.0 CODE OF PERFORMANCE.

- 10.1 RPR states that it will perform its services with the degree of skill and to the standard of care required of the RPR profession in this locality.
- 10.2 If The services by RPR does not meet those requirements noted in 10.1 above, then to the extent that this occurs as a direct result of RPR's failure to meet the standard of care in its services, RPR will indemnify the Parish for RPR's share of the costs incurred to bring RPR for project to the limitations mandated.
- 10.3 The obligations expressed in 10.1 and 10.2 in no way limits the RPR's obligations expressed elsewhere in this Contract.

11.0 EXCLUSIVE JURISDICTION AND VENUE

- 11.1 For all claims arising out of or related to this agreement, RPR 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 RPR's residence and (B) right of removal to Federal Court based upon diversity of citizenship.

12.0 COMPENSATION

- 12.1 Per the attached Rate Schedule compensation will be as follows Not-to-Exceed:

464 hours X \$74 per hour (Resident Inspector) = \$34,336.00

56 hours X \$140 per hour (Construction Manager) = \$7,840

Total is \$42,176.00

Meyer Engineers, LTD.

General Rates by Classification

As Of January 1, 2016

Construction Manager	\$140.00
Resident Project Representative	\$74.00

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:

ST. CHARLES PARISH

Rev. S. DeChavez
[Signature]

[Signature]
Larry Cochran
Parish President

WITNESSES:

Meyer
Myer Engineers, Ltd.

Levon Corona
Jeffery Tucher

[Signature]
Richard C. Meyer, P.E.
President