

2000-0121

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT  
(DEPARTMENT OF WASTEWATER)ORDINANCE NO. 00-2-8

An Emergency Ordinance to approve and authorize the execution of a contract with Hartman Engineering Inc., for Program Management Services for the Wastewater Regionalization Program.

- WHEREAS,** the Parish is in the process of constructing a \$41 Million Dollar Wastewater Regionalization Program to comply with an Administrative Order of the United States Environmental Protection Agency (Docket No. VI-99-1211); and,
- WHEREAS,** the overall project is behind schedule due to construction delays as a result of incomplete servitude and permit acquisition; and,
- WHEREAS,** the Parish is subject to fines of \$27,500.00 per day for each day the project is delayed beyond August 1, 2000; 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; and,
- WHEREAS,** in accordance with Chapter 2, Article I, Section 2-12(IV)(d) of the St. Charles Parish Code an Emergency Ordinance is the appropriate method to approve an emergency contract for Program Management Services.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the adoption of this Ordinance is an emergency action taken in accordance with Chapter 2, Section 2-12(IV)(d) of the St. Charles Parish Code.

**SECTION II.** That the contract for Wastewater Regionalization Program Management Services, attached hereto as Exhibit A, by and between Hartman Engineering, Inc. and St. Charles Parish is hereby approved.

**SECTION III.** That the Parish President is hereby authorized to execute said contract on behalf of St. Charles Parish for a period of 40 days and a cap of \$20,000.

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

YEAS: RAMCHANDRAN, FAUCHEUX, HILAIRE, FABRE, ABADIE, AUTHEMENT, BLACK, MARINO

NAYS: MINNICH

ABSENT: NONE

And the ordinance was declared adopted this 28<sup>th</sup> day of February, 2000, to become effective immediately upon adoption.

EMERGENCY ORDINANCE-HARTMAN ENG

CHAIRMAN: SECRETARY: DLVD/PARISH PRESIDENT: 2-29-00

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: RETD/SECRETARY: 2-29-00AT: 2:10 PM RECD BY: 

**RECORDED IN THE ST. CHARLES PARISH  
CLERK OF COURT OFFICE**

ON 3-1-00AS ENTRY NO. 241219


**IN MORTGAGE/CONVEYANCE BOOK**  
NO. 745 FOLIO 335

## CONTRACT FOR

### WASTEWATER REGIONALIZATION PROGRAM MANAGEMENT SERVICES

THIS AGREEMENT made and entered in the 29th day of February, 2000,  
by and between ST. CHARLES PARISH acting herein by and through its President  
who is duly authorized to act in behalf of said Parish, hereinafter called the Owner,  
and Hartman Engineering, Inc. 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 Program Management Services for the  
Wastewater Regionalization Program.

#### I. GENERAL

The OWNER agrees to employ the ENGINEER and the ENGINEER agrees  
to perform professional engineering services as required. Engineering will  
conform to the requirements of the OWNER and to the standards of the agencies  
participating with the OWNER in the projects. The ENGINEER  
will coordinate all work between the OWNER and all participating agencies  
and regulating agencies, if needed. This contract shall automatically  
expire in forty (40) days and shall not exceed \$20,000. 

#### 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 to be  
paid by the OWNER.

#### SERVICES OF THE OWNER

- A. Provide full information as to his requirements for the project.
- B. Assist the ENGINEER in planning 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 and his subconsultants to enter upon public property as required for performing the services.

## 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".
2. Reimbursable Expenses incurred in connection with all Basic and Additional Services will be charged on the basis 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.

### A. Partial Payments

Payment 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.

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

## OWNERSHIP OF DOCUMENT

- A. 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 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 14  
Drawing files will be provided on 3 1/2" high density diskettes.
- C. Word processing documents will be prepared utilizing Microsoft  
Word 95 or the latest version. Word processing files will be provided on 3  
1/2" high density diskettes. All as built's shall be provided on reproducible  
sepia's.

## II. 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 contract are chargeable to  
this agreement.
- C. The ENGINEER shall, as soon as practical after receipt of notice of  
termination; 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  
proportion 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.

## 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.

## SUCCESSORS AND ASSIGNS

OWNERS and ENGINEER each bind himself, his successors, executors, administrators and assigns to the other party to their agreement, and to the other party their agreement, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this agreement.

## INSURANCE

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

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

All certificates of insurance SHALL BE FURNISHED TO THE OWNER 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.

## GENERAL

To the proportional extent of its fault, 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

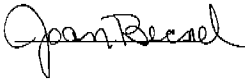
ENGINEER, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

#### WARRANTY

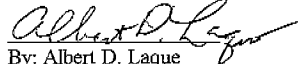
ENGINEER warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements.

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

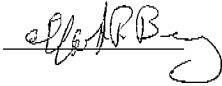
ATTEST:

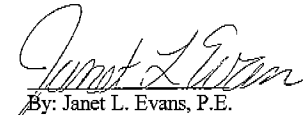


ST. CHARLES PARISH

  
By: Albert D. Laque  
Parish President

ATTEST:



  
By: Janet L. Evans, P.E.  
President  
Hartman Engineering, Inc.

**ATTACHMENT A**  
**HARTMAN ENGINEERING, INC.**  
**BILLABLE HOURLY RATES**  
**ST. CHARLES PARISH**  
**WASTEWATER REGIONALIZATION PROGRAM MANAGEMENT**  
**SERVICES**

Supervisor	\$113.00
Project Manager	\$ 99.00
Engineer	\$ 95.00
Pre-Professional (EIT)	\$ 67.50
Resident Project Representative (R.P.R.)	\$ 50.00
Overtime for R.P.R.	\$ 63.50
CADD Technician	\$ 61.00
Clerical	\$ 50.00
Survey Crew (3-Man)	\$100.00
Principal	\$130.00

Non-Salary Employees

Mileage	@ 0.32/Mile
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