

*Ord.*

**2009-0468**

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

**ORDINANCE NO. 09-12-8**

An ordinance to approve and authorize the execution of an Agreement by and between St. Charles Parish and Campo Designs – Architects, Sole Proprietorship for the relocation of Parish offices to the former Library Building at 100 River Oaks Drive in Destrehan.

**WHEREAS,** St. Charles Parish is in need of office space to house the Department of Public Works, the Department of Wastewater and the Contract Monitor's Office; and,

**WHEREAS,** the new East Bank Regional Library at 160 Campus Drive in Destrehan is nearing completion and the existing building located at 100 River Oaks Drive in Destrehan will be vacant and available for Parish use; and,

**WHEREAS,** it order to convert said facility into Office Space it is necessary to employ an Architect and the Parish has selected Campo Designs – Architects, Sole Proprietorship.

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

**SECTION I.** That the Agreement by and between the St. Charles Parish and Campo Designs – Architects, Sole Proprietorship is hereby approved.

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

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

YEAS: SCHEXNAYDRE, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, LAMBERT, NUSS

NAYS: NONE

ABSENT: AUTHEMENT

And the ordinance was declared adopted this 21st day of December, 2009, to become effective five (5) days after publication in the Official Journal.

ACTING

CHAIRMAN: 

SECRETARY: 

DLVD/PARISH PRESIDENT: December 22, 2009

APPROVED:  DISAPPROVED:

PARISH PRESIDENT: 

RETD/SECRETARY: December 23, 2009

AT: 9:48am RECD BY: BGT vb



# AIA<sup>®</sup> Document B105<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project

**AGREEMENT** made as of the Seventh day of December in the year Two Thousand Nine

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, address and other information)*

St. Charles Parish  
P. O. Box 302  
Hahnville, LA 70057  
Telephone Number: 985 783-5000

and the Architect:

*(Name, address and other information)*

Campo Designs - Architects, Sole Proprietorship  
105 Ducayet Drive  
Destrehan, LA 70047  
Telephone Number: 985 764-8959  
Fax Number: 985 764-4287

for the following Project:

*(Name, location and detailed description)*

Public Works Relocation to Eastbank Regional Library Bldg  
River Road at River Oaks Drive  
Destrehan, LA 70047  
Relocation of Public Works, Wastewater and Contracts Monitor Departments to the Eastbank Library Building in Destrehan.

The Owner and Architect agree as follows. Prepare Construction Documents to convert existing Eastbank Regional Library Building (soon to be vacated) into new offices for the St. Charles Parish Public Works Department, Wastewater Department and Contract Monitor Department. The layout based on the August 24, 2009 study and budget by Campo Designs – Architects.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

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## **ARTICLE 1 ARCHITECT'S RESPONSIBILITIES**

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

### **Mechanical and Electrical Engineers**

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining proposals and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Generally, the Architect's services during construction include interpreting the Contract Documents, reviewing the Contractor's submittals, visiting the site, reviewing and certifying payments, and rejecting nonconforming Work.

## **ARTICLE 2 OWNER'S RESPONSIBILITIES**

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

## **ARTICLE 3 USE OF DOCUMENTS**

Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

## **ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT**

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

## **ARTICLE 5 MISCELLANEOUS PROVISIONS**

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

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The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

**ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT**

The Architect's Compensation shall be:

Total Architectural and Engineering Fees of \$31,659. or 9.9% of construction estimate of \$318,583. (to be adjusted to final construction cost). The Fees to be paid as follows:

- 15% Schematic Design Phase
- 15% Design Development Phase
- 40% Construction Documents Phase
- 5% Bidding phase
- 25% Construction Administration Phase
- 100% Total Fees

The Owner shall pay the Architect an initial payment of zero (\$ 0 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus one point two five ( 1.25 ).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest from the date payment is due at the rate of seven ( 7% ) per annum , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within twelve ( 12 ) months of the date of this Agreement through no fault of the Architect.

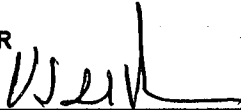
**ARTICLE 7 OTHER PROVISIONS**

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

Other services not included in this contract are Civil Engineering and site survey.

This Agreement entered into as of the day and year first written above.

OWNER

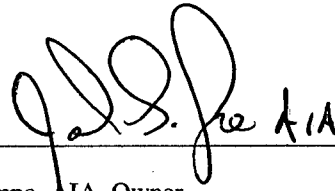


*(Signature)*

V. J. St. Pierre, Jr., Parish President

*(Printed name and title)*

ARCHITECT



*(Signature)*

John E. Campo, AIA, Owner

*(Printed name and title)*

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