

2000-0525

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
(DEPARTMENT OF WASTEWATER)

ORDINANCE: 00-11-16

An ordinance to approve and authorize the execution of a Contract for the preparation of a Use Attainability Analysis for Wastewater Reuse at the Luling Oxidation Pond with Comite Resources, LLP.

WHEREAS, the Luling Oxidation Pond is under Administrative Order by the Environmental Protection Agency to achieve consistent compliance with its discharge permit; and,

WHEREAS, a permit for wastewater reuse for discharging treated effluent from the Luling Oxidation Pond into the surrounding wetlands can be obtained from the Department of Environmental Quality; and,

WHEREAS, a wastewater reuse permit is less stringent than the current discharge permit and would increase the allowable discharge limits by at least 100 percent; and,

WHEREAS, a Use Attainability Analysis is required to establish the baseline environmental and hydrologic conditions of the surrounding wetlands prior to applying for and obtaining a discharge permit; and,

WHEREAS, Comite Resources was recommended by the Qualification Based Selection Review Board to perform the Use Attainability Analysis in during its July 25, 2000 meeting.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Contract for the Luling Oxidation Pond Use Attainability Analysis, attached hereto as Exhibit A, by and between Comite Resources, LLP 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: RAMCHANDRAN, FAUCHEUX, HILAIRE, FABRE, ABADIE, AUTHEMENT, BLACK, MARINO, MINNICH

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 20th day of November, 2000, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: [Signature]

Acting SECRETARY: Nicole Brewer

DLVD/PARISH PRESIDENT: 11-21-00

APPROVED: DISAPPROVED:

PARISH PRESIDENT: Albert D. Laque
Acting

RET/SECRETARY: 11-21-00

AT: 12:10 PM RECD BY: NB

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and effective as of the 21st day of November, 2000, 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 Comite Resources, acting herein by and through its Contracting Officer, hereinafter called Service Provider. Whereas the Owner desires to employ a professional environmental consulting firm to perform an Use Attainability Analysis (UAA).

1.0 GENERAL

The Owner agrees to employ the Service Provider, and the Service Provider agrees to perform professional services required for the project described above. Professional Services will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Service Provider will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENVIRONMENTAL CONSULTANT

2.1 General

- 2.1.1 Service Provider shall provide for Owner professional services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Service Provider. These services will include but will not be limited to serving as Owner's professional representative for the Project, providing professional consultation and advice, acting as liaison with state regulators, and meeting with affected property owners.
- 2.1.2 Service Provider shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 2.1.3 Service Provider shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Progress Meetings, Technical review Committee Meetings, etc.
- 2.1.4 Service Provider shall implement the scope-of-work, Exhibit A, which is attached hereto and made a part hereof. The UAA will be of a quality that is satisfactory to the Department of Environmental Quality and which will enable the Owner to apply for a wastewater reuse permit.
- 2.1.5 In addition to Exhibit A, the Service Provider will manage and conduct a maximum of two (2) meetings with potential affected landowners to negotiate servitude agreements. The Service Provider will give the Owner the appropriate language to be included in the servitude agreements.

3.0 SERVICES OF THE OWNER

- 3.1 Provide full information as to the requirements of the Project.
- 3.2 Assist the Service Provider in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.
- 3.3 Guarantee access to and make all provisions for the Service Provider and his subconsultants to enter upon public property as required for performing the services.

4.0 COMPENSATION

- 4.1 For performance of Basic Services as outlined in Section 2, Paragraphs 2.1 through 2.1.5 inclusive, shall authorize and pay the Service Provider a lump sum fee of \$120,000 to be invoiced monthly based on percent complete of the project.

5.0 OWNERSHIP OF DOCUMENTS,

- 5.1 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.**
- 5.2 Service Provider may retain a set of documents for its files.**
- 5.3 Owner recognizes that the results of the Project must be publishable, and agrees that researcher(s) engaged in the Project shall be permitted, without Owners permission, to present at symposia, international, national, or regional professional meetings and to publish in journals, theses, or dissertations, or otherwise publish through means of their choosing, methods and results of the Project.**

6.0 TERMINATION.

- 6.1 This Agreement may be terminated by either party upon ten (10) 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.**
- 6.2 The Service Provider, 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.**
- 6.3 The Service Provider shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed under this Agreement to the date of termination.**
- 6.4 Owner shall pay costs accrued by the service provider as of the date of the termination, including all non-cancelable obligations and all non-cancelable contracts; provided that this shall not be construed to authorize payment in excess of the total amount of the agreement.**

7.0 COMPLIANCE WITH LAWS AND ORDINANCE.

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

8.0 SUCCESSORS AND ASSIGNS

- 8.1 Owner and Service Provider 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.**

9.0 INSURANCE

- 9.1 The Service Provider 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 _____ \$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 amount of _____ \$250,000.00 _____ for each accident and not less than _____ \$1,000,000.00 _____ aggregate.**
- 9.2 The Service Provider shall also secure and maintain at his expense professional liability insurance in the sum of _____ \$1,000,000 _____.**
- 9.3 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.

- 9.4 Service Provider 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.
- 9.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 9.6 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.

10.0 GENERAL.

- 10.1 The Service Provider shall defend, indemnify, save and hold harmless the Owner and Owners agents 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 act or omission by the Service Provider, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 10.2 While in the performance of services or carrying out other obligations under this Agreement, the Service Provider 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 Service Provider arising from the performance of their services under this Agreement. The Service Provider 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.
- 10.3 The Service Provider 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.
- 10.4 This Agreement being for the personal services of the Service Provider shall not be assigned or subcontracted in whole or in part by the Service Provider as to the services to be performed hereunder without the written consent of the Owner.
- 10.5 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.
- 10.6 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 Service Provider shall take appropriate steps to assure compliance.
- 10.7 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 Service Provider shall take appropriate steps to assure compliance.
- 10.8 The Service Provider 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 Service

Provider further covenants that in the performance of this Contract no person having any such interest shall be employed.

11.0 ACCESS TO SITE.

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

12.0 WARRANTY.

12.1 Service providers work will be preformed with the degree of skill and to the standard of care required of the professional services 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.

WITNESSES:

Nicole Breau

Mary B. Lindsey

CONTRACTING OFFICERS

Albert D. Laque
Albert D. Laque, Parish President

Joel Lindsey
Joel Lindsey, Comjite Resources, LLP