

Ord.

2000-0189

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

ORDINANCE NO. 00-4-19

An Emergency Ordinance to approve a professional services contract with Citywide Testing and Inspections, Inc for a not-to-exceed sum of \$100,000.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

WHEREAS, the Department of Public Works/Wastewater has authorized Citywide Testing and Inspections, Inc. to provide material testing services for the Hahnville Wastewater Treatment Plant in a letter dated April 9, 1999 for a not-to-exceed sum of \$120,000.00 and has been invoiced \$48,534.94 to date, and

WHEREAS, the Department of Public Works/Wastewater has authorized Citywide Testing and Inspections, Inc. to provide material testing services for the Bayou Gauche Pump Station and Force Main Project in a letter dated December 13, 1999 for a not-to-exceed sum of \$35,240.00 and has been invoiced \$171.25 to date, and

WHEREAS, the Department of Public Works/Wastewater has authorized Citywide Testing and Inspections, Inc. to perform work on the Hahnville Effluent Force Main Project, the Paradis/J.B. Green Force Main Project, and the Killona Pump Station Project, in addition to those listed above, and has been invoiced \$2,850.45, \$633.00, and \$805.75, respectively, to date, and

WHEREAS, the contract was not approved by the Parish Council, and

WHEREAS, it is the desire of the Parish Council and the Parish President to ensure the quality of work performed by the Parish's contractors on the Wastewater Regionalization Program construction projects which are in progress, and

WHEREAS, it is in the best interest of the health, safety, and welfare of the people of St. Charles Parish that the ongoing work be tested to insure its having been properly completed, 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 materials testing 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, Article I, Section 2-12(IV)(d) of the St. Charles Parish Code.

SECTION II. That the contract for materials testing services, attached hereto as Exhibit A, by and between Citywide Testing and Inspections, Inc. and the 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.

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

YEAS: RAMCHANDRAN, HILAIRE, FABRE, ABADIE, AUTHEMENT,
BLACK, MARINO, MINNICH
NAYS: FAUCHEUX
ABSENT: NONE

And the ordinance was declared adopted this 17th day of April, 2000, to become effective immediately upon adoption.

CHAIRMAN: Ty Charles

SECRETARY: Aban Beanel

DLVD/PARISH PRESIDENT: 4-18-00

APPROVED: [Signature]

DISAPPROVED: _____

PARISH PRESIDENT: Albert D. Laque

RETD/SECRETARY: 4-18-00

AT: 2:45 PM RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE

ON April 25, 2000

AS ENTRY NO. 242694

IN MORTGAGE CONVEYANCE BOOK

NO. 750 FOLIO 229

**MASTER AGREEMENT FOR ENGINEERING CONSULTING SERVICES
BETWEEN ST. CHARLES PARISH
AND CITYWIDE TESTING & INSPECTIONS, INC.**

THIS AGREEMENT is made this 18th day of April 18 2000 between St. Charles Parish ("CLIENT"), and Citywide Testing & Inspections, Inc. ("CONSULTANT"), with offices at 3305 Tchoupitoulas Street, New Orleans, Louisiana 70115 for Citywide Testing to provide the construction materials testing services in connection with the construction of the Hahnville Waste Water Treatment Plant & Force Mains in accordance with subsequent written addenda to be executed between St. Charles Parish and CITYWIDE TESTING & INSPECTIONS, INC.

WHEREAS, CLIENT desires to engage CONSULTANT to provide construction materials testing services as described in Exhibit A in connection with the Project; and:

WHEREAS, CONSULTANT desires to render these Services as described herein and has the experience, staff and resources to perform those services,

NOW, THEREFORE, CLIENT and CONSULTANT in consideration of their mutual covenants, and intending to be legally bound hereby, herein agree as follows.

- I. EMPLOYMENT OF CONSULTANT: CONSULTANT shall perform all necessary and required professional engineering services as set fourth herein, and CLIENT shall pay CONSULTANT for the performance of such services
- II. SCOPE OF WORK: The scope of work (hereinafter "Work") shall consist of all the Construction Materials Testing services as set fourth in Exhibit A and made part of this Agreement.
- III. PROFESSIONAL AND ETHICAL STANDARDS: CONSULTANT shall perform services on behalf on CLIENT on professional and ethical basis, in full compliance with all applicable government and professional laws, regulations and in accordance with the standard of professional practice and care observed by consultants practicing in the United States who are recognized by their peers as experienced, knowledgeable and highly skilled in performing the services of the type and scope set fourth in the Agreement. CONSULTANT shall avoid any activity which could give the appearance of impropriety
- IV. COMPENSATION: As full consideration for the performance of services described in each Addendum, CLIENT shall pay to the CONSULTANT compensation in accordance with the fees, charges and payment provisions, attached hereto as Exhibit A, and incorporated as part of this Agreement. The total cost of this project shall not exceed \$100,000 00. Consultant shall notify client in advance if costs are expected to exceed the specified amounts.
- A. The CONSULTANT shall submit monthly progress invoices to the CLIENTS office specified in this Agreement, for the services performed and the charges incurred in the preceding period, by task(s), as authorized in the respective Addendum. The CONSULTANT shall keep accurate records showing all charges and expenses incurred by CONSULTANT for the services performed for CLIENT

- B For cost-reimbursement services, the CONSULTANT shall include a brief description of work performed together with a summary of actual hours worked by the CONSULTANT'S employees, engaged directly on the project, by classification and the rate (and multiplier if applicable), allocated per task(s) as identified in the Addendum. Direct non-salary expenses, such as subcontracts and other direct costs and expenses shall be itemized separately and allocated per task(s) as identified in the Addendum.
- C Within thirty (30) days after the date of an acceptable invoice as deemed acceptable by CLIENT, CLIENT shall pay all undisputed amounts plus or minus any adjustments that are mutually agreed upon. Invoices shall be submitted to the attention of the CLIENTS office at the address set forth above. Any overdue invoices shall be charged 1.5% interest (18% APR).
- D If any items in any invoices submitted by CONSULTANT are disputed by CLIENT for any reason, including, but not limited to, the lack of supporting documentation, CONSULTANT'S services are defective or fail to conform to the standards set forth in this Agreement, or CLIENT is entitled to a setoff against CONSULTANT, CLIENT may temporarily delete the disputed item and pay the remaining amount of the invoice. CLIENT shall promptly notify CONSULTANT of the dispute and request clarification or remedial action. If any dispute is settled in CONSULTANT'S favor, CONSULTANT shall include the settled amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

V. ADDITIONAL TERMS AND CONDITIONS:

- 1 CONSULTANT represents that it possesses the skills, qualifications and knowledge, and has adequate staff and supervision to provide within the period of time specified all engineering, technical and administrative services to perform the tasks. CLIENT is relying upon the skill experience, expertise and qualifications of CONSULTANT in performing the work. CONSULTANT shall be responsible for the professional quality for construction materials testing, technical accuracy and coordination of all designs, drawings, specifications and other services furnished under this Agreement in relation to Construction Materials Testing.
2. CONSULTANT shall provide and maintain and pay for all insurance coverages and minimum limits as required by CLIENT or applicable by law. To the fullest extent permitted by law, CONSULTANT, for itself, its employees, agents and subcontractors shall be solely responsible for and shall indemnify, defend and hold CLIENT and its employees, agents and subcontractors harmless from and against any and all other claims, suits, damages, losses, specifically including loss of use of property, and all other liabilities whatsoever, including related expenses and attorneys' fees, for or on account of injuries to or death of any person, and/or loss of or damage to any property resulting from the negligent performance of the Work by CONSULTANT its employees, agents and subcontractors or to any loss or damage sustained by CLIENTS as a result of breach of any of the terms or conditions of the Agreement by CONSULTANT and its employees, agents and subcontractors.

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 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.

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) 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

The ENGINEER shall indemnify and save harmless the OWNER against any and all claims, demands, suits or judgements 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 services required or performed hereunder

- 3 To the extent of payments received from CLIENT, CONSULTANT for itself and for its subcontractors, assignee's and successor's, waives and releases any and all rights of liens of payment for work and/or services performed by (or material provided) to CONSULTANT. If any claim or lien is filed against CLIENT or if evidence exists indicating probable filing thereof, then CLIENT may at its option (and without any liability toward CONSULTANT), subcontractor, CONSULTANTS or their successor's and assignee's withhold further payment and/or avail itself of such other remedies as they may have in law or equity.
4. Consultant shall not disclose or advertise in any manner the nature of the services to be performed hereunder, the terms of this Agreement, or the fact that it has entered into a Consulting Agreement with CLIENT, except to the extent necessary to perform the Work, Consultant shall not provide prints, documents or information to third parties without the prior written consent of CLIENT

All reports as well as original final reproducible drawings, plans, calculations, specifications, studies, software, tapes, models, notes and memoranda assembled or prepared by CONSULTANT or furnished to CONSULTANT in connection with this Agreement shall be the property of CLIENT. All reproducible drawings to be prepared by CONSULTANT shall be of Mylar or equivalent quality. CONSULTANT agrees not to assert any rights to such material and not to establish any claim under design, patent, or copyright laws. It is agreed that all copyrightable material produced by CONSULTANT has been specifically commissioned by CLIENT and shall be considered a "work for hire" and that all copyright therein shall vest in CLIENT. CLIENT will be furnished copies of drawings and reports at cost of reproduction and handling.

5. If CONSULTANT shall be adjudged as bankrupt, or shall make a general assignment for the benefit of its creditors, or if a Receiver shall be appointed on account of its insolvency, or it shall default in the performance of any undertaking to be performed by it under the Agreement, including the payment of any sum due thereunder, and if it fails to correct any such default within five (5) days following notice thereof from CLIENT, CLIENT may, without prejudice to any other right or remedy, terminate the Agreement for default.
6. CLIENT may terminate the Work for reasonable causes as listed otherwise by giving written notice to termination to CONSULTANT. If the Work is so terminated, CLIENT shall pay to CONSULTANT a sum equal to CONSULTANT'S actual expenses incurred and for services performed but not previously paid for by CLIENT
7. Upon any termination, CONSULTANT shall (i) promptly discontinue all work affected unless a termination notice from CLIENT directs otherwise), and (ii) deliver or otherwise make available to CLIENT all documents, reports, data, drawings, specifications, estimates, summaries and such other information and material as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process. CLIENT may take over the work and prosecute the same to completion by Agreement with another party or otherwise.
8. A failure or delay by CLIENT or CONSULTANT to perform any act or obligation to be performed by CLIENT or CONSULTANT under the Agreement within the time specified herein for such performance, if such failure or delay is caused by an Act of God or public enemy, explosion, fire, storm, earthquake, flood, drought, strikes, lockouts, labor troubles, riots, vandalism, sabotage, embargo, war or changes in the Law, shall not constitute a breach of the Agreement nor subject the party so failing to any liability to the other and, the time of performance shall be extended for the duration of the delay so caused; provided that such failure or delay was unforeseeable and beyond the control of the party so failing or delayed and such property shall exert every effort to reduce, eliminate or terminate the cause of any such failure or delay.
9. The Agreement is to be governed by the law of the State of Louisiana. In the event that any provision or provisions of the Agreement shall be void, unlawful or unenforceable, such provision or provisions, or part(s) thereof, shall be deemed stricken from the Agreement, but the Agreement shall not otherwise be affected and the remaining provisions, or part(s) thereof, shall continue in full force and effect and shall be valid and binding on the parties.
10. CONSULTANT represents that it will comply with all applicable federal, state, and local statute's, laws ordinances, codes, rules, regulations, standards, orders or other governmental requirements of any kind in the performance of its Work.

- 11 CONSULTANT shall be an independent contractor in performing its services hereunder and shall not be an agent or representative of CLIENT for any purposes. Any failure by CLIENT at any time, or from time to time, to require the strict adherence to and performance of the terms of this Agreement shall not constitute a waiver of such terms and shall in no way impair CLIENT'S right to enforce such terms at any other time. It is expressly agreed between the parties that the CONSULTANT shall have no right or authority at any time to make any contract or binding promise of any nature on behalf of CLIENT, whether oral or written, without the express written consent of CLIENT.
- 12 The parties agree that no change or modifications to this Agreement, or any attachments hereto, shall have any force effect unless the change is reduced in writing, dated and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement between CLIENT and CONSULTANT and superseded all prior written or oral negotiations, representatives, Agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

WITNESS

CITYWIDE TESTING & INSPECTIONS, INC.

By: 

Title: V-P

WITNESS

ST. CHARLES PARISH

By: 

Title: Parish President

Valerie R. Berthelet

EXHIBIT "A"

CONCRETE:

Concrete Inspection	\$27/hr.
Cylinder Pickups	\$45/ea.
Cylinder Compression	\$9/ea.
Mix Design Reviews	\$35/ea.

SOILS:

Moisture/density test	\$125/ea.
Field Density (min. 5/trip)	\$28/ea.
Soil sample pickup	\$40/ea.
Relative Density	\$240/ea.
Classification	\$100/ea.
Sieve analysis	\$45/ea.
Atterberg Limits	\$65/ea.

Mileage will be billed at \$.35/mile. There will be a minimum of 4 hours billed per callout for all inspections billed on an hourly basis. For any outside services, these will be billed at cost plus 20%.