

Ord.

2013-0442

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. 13-12-5

An ordinance to approve and authorize the execution of a Contract for Testing Services with Alpha Testing and Inspection, Inc. for necessary professional engineering services associated with Parish Project No. P080905, St Charles Parish West Bank Levee Initiative.

WHEREAS, the St. Charles Parish Council desires to have the following described projects undertaken:

PROJECT DESCRIPTION:

Testing Services for Parish Project No. P080905 St Charles Parish West Bank Levee Initiative. The service will include but will not be limited to providing professional testing services for the St Charles Parish West Bank Levee Initiative, providing professional testing services for roadway, drainage, culvert and facility construction, consultation and advice; and,

WHEREAS, the opinion of probable project budget is as follows:

3 year contract for Testing Services (\$150,000 annual cap) \$ 450,000.00
(Contract provision for 3 year extensions)

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the contract for Professional Testing Services between Alpha Testing and Inspection, Inc. and the Parish of St. Charles is hereby approved and accepted.

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

SECTION III. That the necessary funds for the total project budget in the amount \$150,000.00 annually be allocated to Parish Project No. P080905, St Charles Parish West Bank Levee Initiative and appropriated from the West Bank Hurricane Protection Levee (310) Fund.

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

YEAS: SCHEXNAYDRE, TASTET, WILSON, WOODRUFF, BENEDETTO, HOGAN,
 COCHRAN, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 2nd day of December, 2013 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wendy Benedetto
ACTING SECRETARY: Calli Madere
DLVD/PARISH PRESIDENT: 12/4/13
APPROVED: DISAPPROVED:
PARISH PRESIDENT: Wendy
RETD/SECRETARY: 12/4/13
AT: 1:05 pm RECD BY: cm



ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS AND WASTEWATER

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into the 4th day of December 2013, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of the Parish, hereinafter called the OWNER and **ALPHA TESTING AND INSPECTION, INC.**, a Louisiana Corporation acting herein and through its President, hereinafter called the CONSULTANT. Whereas the OWNER desires to employ the CONSULTANT to perform the services described herein for Parish Project No. **P080905** which includes all St Charles Parish West Bank Hurricane Levee Projects.

1. GENERAL

- a. The OWNER engages the CONSULTANT to perform specific professional services identified and described in the Scope of Services. CONSULTANT services shall conform to the requirements of the OWNER and all participating regulating agencies.

2. SERVICES OF THE CONSULTANT

- a. The services consist of the work defined in the following Scope of Services.
- b. SCOPE OF SERVICES:

To provide professional field and laboratory testing services for testing of roadway construction, culvert installation and facilities installation for the St Charles Parish West Bank Hurricane Levee Projects, to comply with the Project Specifications as developed by the Owner's Engineer of record. Services shall include providing professional reports on testing conducted and issued to Owner and their Engineer of record, in both hard copy and electronic formats. The testing services St Charles Parish West Bank Hurricane Levee Projects will include, but not be limited to the following professional tests as specified by the task order:

- Drain Lines and Box Culverts
 - a. In-Place Density
 - b. Soil Classification
 - c. Control Compaction Curves
 - d. Compaction Testing
 - e. Moisture Content
- Bedding
 - a. Gradation
 - b. Compaction
- Granular material
 - a. Soil Classification
 - b. Gradation
 - c. Atterberg Limits
 - d. In-Place Density
 - e. Moisture Content
 - f. Control Compaction Curves
- Surfacing
 - a. Gradation
 - b. Atterberg Limits
 - c. Abrasion Loss
 - d. Soundness Loss
- Concrete
 - a. Compressive Strength
- Timber Piles
 - a. Pile Driving Inspections

- b. Pile Driving Records
- c. Blow Count
- Vibration Monitoring
 - a. On-Site Monitoring

The OWNER reserves the right to request additional testing services as testing requirements are determined throughout the duration of the Project.

3. PERIOD OF SERVICE

- a. This AGREEMENT is for a period of three years.
- b. Upon agreement between all parties, the AGREEMENT may be extended for additional three year period increments.

4. CONSULTANT'S COMPENSATION

- a. The method of payment for this AGREEMENT is Standard Hourly Rates plus related Reimbursable Expenses.
- b. Hourly compensation shall be made in accordance with the CONSULTANT'S Standard Hourly Rate Schedule attached to this AGREEMENT as Exhibit A.
- c. Documented reimbursable expenses that are directly related to the Scope of Services shall be reimbursed at actual cost.
- d. Total compensation for the Scope of Services described in Section 2B, shall not exceed \$150,000.00, annually including reimbursable expenses, unless authorized by Owner.
- e. CONSULTANT shall attach timesheets, logs, or other documentation, satisfactory to OWNER, for all hours billed, by each classification listed on the Standard Hourly Rate Schedule, to the monthly invoices for payment.
- f. CONSULTANT shall distribute all billable hours between each individual authorized task as applicable.
- g. Current month charges and cumulative charges, including reimbursable expenses, shall be shown on all invoices for payment by each individual authorized task.
- h. The use of overtime is only authorized per individual employee working over 40 hrs per week on this Project and under this AGREEMENT.

5. SERVICES OF THE OWNER

- a. OWNER shall assist CONSULTANT in carrying out the Scope of Services by providing access to the project jobsite to complete his Scope of Services.

6. TERMINATION

- a. This AGREEMENT may be terminated without cause by either party upon ten (10) days written notice.
- b. Immediately after receiving such notice, the CONSULTANT shall discontinue advancing the services under this AGREEMENT, and submit a final invoice to St. Charles Parish for all services rendered to date under the AGREEMENT.

- c. OWNER, upon receiving any applicable completed or partially completed deliverable, and after the final fee is mutually agreed upon, shall make payment within thirty (30) days.
- d. In the event that this contract is terminated, OWNER shall have the option of completing the Scope of Services in house or entering into an AGREEMENT with another party to complete the work.

7. COMPLIANCE WITH LAWS AND ORDINANCES

- a. The CONSULTANT hereby agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the Scope of Services under this AGREEMENT.

8. SUCCESSORS AND ASSIGNS

- a. This AGREEMENT is not assignable.

9. INSURANCE

- a. The CONSULTANT shall secure and maintain at his expense such insurance that will protect him and the OWNER, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this AGREEMENT.
- b. Insurance for bodily injury or death shall be in the unencumbered amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for one person and not less than ONE MILLION DOLLARS (\$1,000,000.00) for all injuries and/or deaths resulting from any one occurrence.
- c. The insurance for property damage shall be in the unencumbered amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each accident and not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
- d. CONSULTANT shall also secure and maintain at his own expense professional liability insurance in the unencumbered sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).
- e. All certificates of insurance shall be furnished to the OWNER within five (5) days after execution of the AGREEMENT and shall provide that insurance not be cancelled without ten (10) days prior written notice to the OWNER.
- f. St. Charles Parish shall be named as additional insured on general liability insurance policies.
- g. OWNER may examine all insurance policies.
- h. For all purposes under Louisiana law, the principals of this AGREEMENT shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

10. OTHER

- a. CONSULTANT 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 CONSULTANT, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

- b. This AGREEMENT constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this AGREEMENT. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

11. EXCLUSIVE JURISDICTION AND VENUE

- a. For all claims arising out of or related to this agreement, CONSULTANT 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 CONSULTANT'S residence and (b) right of removal to Federal Court based upon diversity of citizenship.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day, month and year first above mentioned.

ATTEST

Calli Madere

ST. CHARLES PARISH

V.J. St. Pierre, Jr.

By: Mr. V.J. St. Pierre, Jr.
Parish President

ATTEST

Branden Dillier

ALPHA TESTING AND
INSPECTION, INC.

Michael A. Devillier

By: Michael A. Devillier
President

ALPHA TESTING AND INSPECTION, INC.

338 HIGHWAY 3160, HAHNVILLE, LOUISIANA 70057 TEL: 985-783-0771 FAX: 985-783-0771



Exhibit A

November 13, 2013

St. Charles Parish Department of Public Works
100 River Oaks Drive
Destrehan, LA 70047
Attn: Mr. Rennan Dufour

Willowridge Levee Phase I
SCP Project No. P080905-3B
State Project No. H.009257
St. Charles Parish, LA

1. Piling Inspection

- | | |
|---|-----------|
| A.) Untreated Piling: Inspection of bunched piling in the woods, Rate/Lin. Ft | \$ 0.10 |
| B.) Minimum Charge per inspection trip, including transportation charge | \$ 384.00 |

2. Logging the Driving of Foundation Piling:

- | | |
|---|----------|
| A.) Services of inspector to witness driving and prepare log, Rate/Hour | \$ 38.00 |
| B.) Furnish Numbered Pile Plans, Rate/Each | N/C |
| C.) Transportation Charge, Rate/Mile | \$.45 |

3. Vibration Monitoring

- | | |
|--|----------|
| A.) Services of technician and equipment to monitor vibrations From construction activities, rate/hour | \$ 38.00 |
| B.) Additional Unit, Rate/Day | \$ 75.00 |
| C.) Transportation Charge, Rate/Mile | \$.45 |

St. Charles Parish Department of Public Works
Attn: Mr. Rennan Dufour
November 13, 2013

4. Concrete Testing and Inspection:

A.)	Review of Concrete Mix Designs, each	\$ 55.00
B.)	Placement of ACI Certified Technician at source of supply or jobsite during concrete operations, Also, pick up concrete compression test specimens, Rate/Hour	\$ 38.00
C.)	Curing and testing of concrete cylinders in Connection with control, Each	\$ 10.00
D.)	Transportation charge, Rate/Mile	\$.45

5. Soil Testing - Laboratory:

A.)	Soil Classification, Each	\$ 30.00
B.)	Atterberg Limits & Sand Content, Each	\$ 30.00
C.)	Sieve Analysis (Limestone), Each	\$ 50.00
D.)	Moisture Density Relationship Test (Proctor), Each	\$ 100.00
E.)	One Point Proctor, Each	\$ 50.00
F.)	Organic Content, Each	\$ 50.00
G.)	Oven Moisture Content, Each	\$ 10.00
H.)	Relative Density (Min./Max), Each	\$ 100.00
I.)	Abrasion, Each	\$ 340.00
J.)	Soundness, Each	\$ 610.00

St. Charles Parish Department of Public Works
Attn: Mr. Rennan Dufour
November 13, 2013

6. Soil Testing - Field:

- | | | |
|-----|--|----------|
| A.) | Services of Inspector to visit project site and make field
Density tests – Nuclear Method 12” Maximum Depth,
Rate/Hour or each | \$ 38.00 |
| B.) | In place Density Test (Nuclear), Each | \$ 10.00 |
| C.) | In place Density Test (Sandcone), Each | \$ 20.00 |
| D.) | Transportation charge, Rate/Mile | \$.45 |


7. Sampling Charge

- | | | |
|-----|--|----------|
| A.) | Services of inspector to sample materials for laboratory
Testing, Rate/Hour | \$ 38.00 |
| B.) | Transportation charge, Rate/Mile | \$.45 |

NOTE: Travel time is portal to portal. There is a ½ day minimum charge for any call out for inspection. Overtime hours are charged at 1 1/3 times regular rate for all hours worked in excess of 8 hours per day, Mondays through Fridays, and for all hours worked on Saturdays, Sundays and holidays.

Prices are good through 2014

ALPHA TESTING & INSPECTION, INC.



Michael A. Devillier
President