



St. Charles Parish

Supplemental Agenda

St. Charles Parish Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
www.stcharlesparish-la.gov

Parish Council

*Council Chairman Marilyn B. Bellock
Councilmembers Beth A. Billings, Holly Fonseca,
La Sandra Darensbourg Gordon, Mary K. Clulee, Dick Gibbs,
Nicky Dufrene, Bob Fisher, Julia Fisher-Perrier*

Monday, August 9, 2021

6:00 PM

Council Chambers, Courthouse

Final

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, August 23, 2021, 6:00 pm, Council Chambers, Courthouse, Hahnville

S* 1 2021-0220 An ordinance approving and authorizing the execution of a Professional Services Agreement with CSRS, Inc., to perform professional services and consulting services for Judge Edward Dufresne Parkway Extension (Project No. P210706).

Sponsors: Mr. Jewell and Department of Public Works

S* 16 2021-0221 An ordinance approving and authorizing the execution of a Professional Services Agreement with C.H. Fenstermaker & Associates, Inc., to perform engineering services for Davis Plantation Subdivision Drainage Analysis (Project No. P210703).

Sponsors: Mr. Jewell and Department of Public Works

S* 31 2021-0222 An ordinance approving and authorizing the execution of a Professional Services Agreement with Duplantis Design Group (DDG), to perform engineering services for a Des Allemands Boat Launch (Project No. P210705).

Sponsors: Mr. Jewell and Department of Public Works

ORDINANCE SCHEDULED FOR PUBLIC HEARING AND ADOPTION AT THIS PUBLIC MEETING (INTRODUCED AT PREVIOUS MEETING)

S* 49 2021-0199

An ordinance adopting, setting forth, levying and imposing taxes on all property subject to taxation in the Parish of St. Charles, State of Louisiana, as required by Section 23 of Article VII of the Constitution of Louisiana and Revised Statute 47.1705(B) for General Parochial Purposes; constructing, acquiring, maintaining, operating, extending and/or improving levees, facilities and structures associated with outer flood protection systems within the Parish; constructing, maintaining, and operating the Parish Road Maintenance program, Parish Recreation program, Parish Fire Protection, Mosquito Control Program, E-911 Telephone System, Health Unit and Council on Aging program; Council on Aging Program (2); Road Lighting District No. 1; Library Service District No. 1; the ARC of St. Charles; paying any costs associated with acquiring, constructing, improving, maintaining and operating wastewater facilities and systems in the Parish.

Sponsors:

Mr. Jewell and Department of Finance

Revised Version of Back-up Information (Regular Agenda - Page 45)

Legislative History

7/26/21	Parish President	Introduced
7/26/21	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

Accommodations for Disabled

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

2021-0220

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of a Professional Services Agreement with CSRS, Inc., to perform professional services and consulting services for Judge Edward Dufresne Parkway Extension (Project No. P210706).

WHEREAS, St. Charles Parish desires to extend Judge Edward Dufresne Parkway to LA 3127; and,

WHEREAS, by extending Judge Edward Dufresne Parkway to LA 3127, the Parish will create a secondary access route for the businesses, schools and Government offices located along Judge Edward Dufresne Parkway, in the event of the railway crossing being taken out of service; and,

WHEREAS, the first step in the design process is to perform a Stage 0 Study to verify a feasible alternative for the Judge Edward Dufresne Extension connecting to LA 3127; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and CSRS, Inc., describes the details of the proposed Stage 0 Study's services and compensation. The maximum cumulative fee that can be charged for all work shall not exceed \$281,500.00 unless increased by contract amendment approved by the Parish Council according to Attachment "C".

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and CSRS, Inc., to perform professional and consulting services as required by the Department of Public Works for Judge Edward Dufresne Parkway Extension (Project No. P210706) is hereby approved and accepted.

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

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

And the ordinance was declared adopted this _____ day of _____, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ____ day of _____, 2021 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 CSRS, Inc., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for JUDGE EDWARD DUFRESNE PARKWAY EXTENSION Project No. (P210706) as described in Ordinance No. _____ which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

JUDGE EDWARD DUFRESNE PARKWAY EXTENSION
Project No. (P210706)

2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.

- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

- 3.1 Consultant shall provide Owner professional work and 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 Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 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 any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

The Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Consultant in writing.

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey
- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

6.0 DEFECTIVE WORK

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

7.0 NOTICE TO PROCEED

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Consultant will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

8.0 PAYMENTS

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.
- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice.

Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
 - b. Timesheets for all hours invoiced.
 - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
 - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner

shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

10.0 FUNDS

No work shall be authorized until funds are established for each individual task.

11.0 TERMINATION OR SUSPENSION

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, 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.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its
- 11.8 execution, whichever event occurs first.

12.0 INSURANCE

- 12.1 The Consultant 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 unencumbered amount of \$1,000,000.00 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 unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 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.
- 12.4 Consultant 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.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 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.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, 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 any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

14.0 WARRANTY

- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.
- 14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

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, State of Louisiana, 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.

16.0 OTHER

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.

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:

WITNESSES:

ST. CHARLES PARISH

By: Matthew Jewell
Parish President

Date:

CSRS, Inc.

By:

Date:

ATTACHMENT "A"

JUDGE EDWARD DUFRESNE PARKWAY EXTENSION Project No. (P210706)

Project Scope:

Perform A Stage 0 Study for the proposed 12,000+/- linear foot extension of Judge Edward Dufresne Parkway. The study will provide a feasible alternative for the extension of Judge Edward Dufresne Parkway to 3127 and document the potential impacts and provide a footprint of the project. The study includes describing the existing facility; providing technical data such as current ADT, physical condition, etc.; describing the proposed improvements; and providing some technical analyses.

This study will not include traffic modeling, assumptions based on geometric intersection requirements and known DOTD access management preferences will be used. The Engineer will meet with the DOTD District 2 Office to identify likely intersection improvements required for the LA 3127 connection.

1.1 Coordination and Research

The Engineer will meet with the client to discuss existing information to be obtained, determine stakeholders and overall objections. The Engineer will research and obtain copies of existing data such as:

- Aerial imagery, LIDAR, and, FEMA Flood Maps/Studies, and soils information.
- As-built highway plans for LA 3127, existing Judge Edward Dufresne Parkway, and major intersections, as readily available.
- Previously completed studies or assessments in the project area (DOTD District/HQ, Parish, RPC);
- Projects in the surrounding area programmed or part of a transportation master plan (DOTD, Parish, RPC);
- Utilize NEPAssist and other readily available GIS databases to identify major environmental sites, and;
- Railroad information or information needed to consider future rail improvements.

1.2 Initial Site Investigation

After the majority of research has been collected, the engineer will conduct an initial site investigation to collect sufficient field information needed for verification of data and verify roadway geometry (from as- built plans).

1.3 Existing Roadway Geometrics

The Engineer will identify the existing functional classification of LA 3127 and prepare a table of existing conditions as verified in the site investigation (posted speed, widths, etc.). Information obtained in the research of the project, will be incorporated on top of aerial imagery to display this information in exhibit form. All information and tables will be presented on the existing conditions exhibit.

1.4 Design Report

The Engineer will use the DOTD Road Design template design report to document any design guidelines, design decisions, design exceptions (if necessary), recommendations from other entities, and other criteria taken into consideration for the development of the alternative.

1.5 Critical Geometry

Alternatives will be drawn using a single sketch line technique. The number of lanes required and controlling horizontal and vertical curve information shall be noted in plan/profile view. These lines will be developed to scale on an aerial and apply design criteria and operational characteristics. The geometric layout of the proposed alternative will be included, but the intersection configurations will be decided in further stages of design.

1.6 Bridge TSL (as needed)

The type, size, and location of the bridge spans and/or box culverts will be investigated and provided in the exhibits.

1.7 Opinion of Probable Cost

The project costs will include an estimate for ROW, including relocations, utility relocations and control of access, construction, environmental (document, mitigation, etc.) and engineering design. Cost estimating procedures shall be in accordance with guidelines identified in Appendix II of the DOTD Project Delivery Manual.

1.8 Environmental Documentation and Checklist

The Engineer will research all potential environmental "show stopping" constraints or issues that influence early determinations of the project's feasibility, timing, and cost to both the natural and human environment. The Engineer will identify any major community issues impacted by the project during construction and operational phases of the project. The Engineer will assess any potential mitigation cost that could possibly be incurred in future stages of the development of the project for each project concept studied in the report. All field investigations to assess environmental issues or impacts shall be accomplished by conducting a windshield survey and researching internet websites. The results of the environmental investigation shall be documented in the DOTD Environmental Checklist. The Engineer will obtain and maintain a list of all persons expressing an interest in the project.

The Engineer is responsible for performing all survey work required for this Project and for the future project. Survey Work will conform to the following:

Spatial data collected for projects shall be referenced to the updated NAD83 and NAVD88 reference datums established by NOAA (National Oceanic and Atmospheric Administration). Monumentation shall be set in an area outside the construction limits so as not to be disturbed during the construction phase. Existing control monumentation should be incorporated with any new monuments. Existing monuments located within the vicinity may be used in lieu of setting new monuments.

ATTACHMENT "B"JUDGE EDWARD DUFRESNE PARKWAY EXTENSION
Project No. (P210706)Project Schedule:

The Consultant will begin work on this project immediately upon written notice. The work required to complete the stage 0 study shall be completed within six months. The schedule shall be extended as needed depending on the Consultants response time.

ATTACHMENT "C"

JUDGE EDWARD DUFRESNE PARKWAY EXTENSION
Project No. (P210706)

Project Cost:

For all services outlined in Attachment A and any other services required for this project, the OWNER shall pay the ENGINEER on the basis of their certified and itemized salary costs. For each task in and any other services required for this project, the work is to be initiated only upon receipt of a written work order from the DIRECTOR which must include the scope of work and a minimum fee that can be charged. The maximum cumulative fee that can be charged for all work on this contract, shall not exceed \$281,500.00 unless increased by contract amendment approved by the St. Charles Parish Council.

Planning Phases:

Stage 0 study	\$146,500.00
Wetland Delineation	\$15,000.00
Phase 1 ESA	\$11,000.00
Control Monuments	\$7,500.00
Secondary Control	\$4,500.00
Boundary Retracement	\$37,500.00
Cross Sections	\$29,000.00
Intersection Topo	\$21,000.00
Pipeline/Utility Topo	\$9,500.00

All services shall be billed on an hourly basis for work completed.

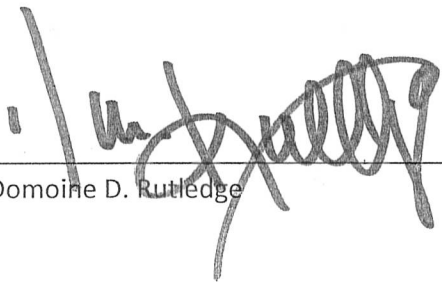
RESOLUTION

BE IT RESOLVED by the Board of Directors of CSRS, Inc., a corporation organized and existing under the laws of the State of Louisiana and domiciled in the City of Baton Rouge, Louisiana, that Taylor Gravois, Principal of CSRS, Inc., be, and is hereby authorized and empowered to execute any and all proposals, contracts, documents and agreements of whatever kind on behalf of the Corporation for professional services for the Request for Proposals for Judge Edward Dufresne Extension - LA Hwy 3127 Connector Road - Stage 0, St. Charles Parish, State of Louisiana.

CERTIFICATE

I, Domoine D. Rutledge, Secretary of CSRS, Inc. do hereby certify that I am authorized to execute the foregoing resolution as authorized by the Board of Directors and I further certify that same is a true and exact copy. Moreover, said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 28th day of July 2021.



Domoine D. Rutledge



2021-0221

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of a Professional Services Agreement with C.H. Fenstermaker & Associates, Inc., to perform engineering services for Davis Plantation Subdivision Drainage Analysis (Project No. P210703).

WHEREAS, Davis Plantation subdivision bounded by Willowdale Blvd., Heather, Beaupre, and W. Levert has experienced flooding within the area over the past few years resulting in the need for drainage improvements; and,

WHEREAS, St. Charles Parish desires to perform a drainage micro analysis to identify areas of concern in that drainage system and develop recommendations to improve the drainage systems sources to mitigate localized flooding; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and C.H. Fenstermaker & Associates, Inc., describes the details of the proposed services and compensation. The maximum cumulative fee that can be charged for all work shall not exceed \$31,430.00 unless increased by contract amendment approved by the Parish Council according to Attachment "C".

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and C.H. Fenstermaker & Associates, Inc., to perform engineering services as required by the Department of Public Works for Davis Plantation Subdivision Drainage Analysis (Project No. P210703) is hereby approved and accepted.

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

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

And the ordinance was declared adopted this _____ day of _____, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ____ day of _____, 2021 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 C.H FENSTERMAKER & ASSOCIATES, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for DAVIS PLANTATION SUBDIVISION DRAINAGE ANALYSIS Project No. (P210703) as described in Ordinance No. _____ which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

DAVIS PLANTATION SUBDIVISION DRAINAGE ANALYSIS
Projects No. (P210703)

2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.

- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

- 3.1 Consultant shall provide Owner professional work and 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 Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 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 any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

The Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Consultant in writing.

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey
- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

6.0 DEFECTIVE WORK

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

7.0 NOTICE TO PROCEED

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Consultant will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

8.0 PAYMENTS

8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.

8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.

8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.

- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
 - b. Timesheets for all hours invoiced.
 - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
 - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

10.0 FUNDS

No work shall be authorized until funds are established for each individual task.

11.0 TERMINATION OR SUSPENSION

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, 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.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

12.0 INSURANCE

- 12.1 The Consultant 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 unencumbered amount of \$1,000,000.00 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 unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 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.
- 12.4 Consultant 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.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 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.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, 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 any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

14.0 WARRANTY

- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.
- 14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

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, State of Louisiana, 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.

16.0 OTHER

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

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:

ST. CHARLES PARISH

By: Matthew Jewell
Parish President

Date:

WITNESSES:

C.H. FENSTERMAKER & ASSOCIATES, LLC.

By:

Date:

ATTACHMENT "A"

DAVIS PLANTATION SUBDIVISION DRAINAGE ANALYSIS

Projects No. (P210703)

Project Scope:

Planning Phase:

The Engineer will perform a localized drainage analysis within the Davis Plantation Subdivision, as outlined red on in Exhibit A. The analysis will evaluate existing drainage conditions, determine the cause of flooding during various storm events, and provide recommendations to mitigate flooding.

Drainage specific topographic survey will be performed within the limits outlined on Exhibit A and will be used to analyze the drainage conditions. This survey will include culverts/cross drains, inlets, ditches, channel cross sections, and ground elevations

Following the completions of the Planning Phase and Amendment will be required to as the Design and Construction Phases of the project.

The Engineer is responsible for performing all survey work required for this Project and for the future project. Survey Work will conform to the following:

Spatial data collected for projects shall be referenced to the updated NAD83 and NAVD88 reference datums established by NOAA (National Oceanic and Atmospheric Administration). Monumentation shall be set in an area outside the construction limits so as not to be disturbed during the construction phase. Existing control monumentation should be incorporated with any new monuments. Existing monuments located within the vicinity may be used in lieu of setting new monuments.



C. H. Fenstermaker & Associates, L.L.C.
1100 Poydras Street • New Orleans, La. 70163
Phone: (504) 582-2201 Fax: (504) 582-2210

EXHIBIT A
DAVIS PLANTATION SUBDIVISION
ST. CHARLES PARISH
LIMITS OF TOPOGRAPHIC SURVEY AND DRAINAGE ANALYSIS



ATTACHMENT "B"**DAVIS PLANTATION SUBDIVISION DRAINAGE ANALYSIS**
Projects No. (P210703)**Project Schedule:**

The CONSULTANT shall complete the planning phase of the project within 8 weeks of the Notices to Proceed.

ATTACHMENT "C"

DAVIS PLANTATION SUBDIVISION DRAINAGE ANALYSIS
Projects No. (P210703)

Project Cost:

For all services outlined in Attachment A and any other services required for this project, the OWNER shall pay the ENGINEER on the basis of their certified and itemized salary costs.

For each task in and any other services required for this project, the work is to be initiated only upon receipt of a written work order from the DIRECTOR which must include the scope of work and a minimum fee that can be charged. The maximum cumulative fee that can be charged for all work on this contract, shall not exceed \$31,430.00, unless increased by contract amendment approved by the St. Charles Parish Council.

Planning Phase:

- | | |
|----------------------------|-------------|
| 1. DRAINAGE ANALYSIS COST | \$14,200.00 |
| 2. TOPOGRAPHIC SURVEY COST | \$17,230.00 |

LIMITED LIABILITY COMPANY
AUTHORIZATION RESOLUTION

I, Charles H. Fenstermaker, certify that I am the President of C. H. Fenstermaker & Associates, L.L.C., ("Fenstermaker") organized under the laws of the State of Louisiana and that the resolution contained herein below is a true copy of the resolution adopted on this 1st day of January, 2021 at Lafayette, Louisiana.

Be it Resolved, that the undersigned Agent, in addition to myself, is authorized to execute on behalf of Fenstermaker any and all documents necessary to enter into agreement with any entity seeking proof of his so designated authority. This authority pertains to any entity, to include but not be limited to, State Agencies, Municipalities, local and parish governments, and any and all non-governmental entities, with which Fenstermaker may be engaged or may seek to engage any activity about which Fenstermaker is organized.

Agent: Angelle Guilbeau, Director – Risk Management and Compliance

Angelle Guilbeau
Signature

I hereby certify that I have the full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the above-named Agent who has full power and lawful authority to exercise the same as indicated.

In Witness Whereof, I have subscribed my name to this document, this 1st day of January, 2021.

William H. Fenstermaker
Printed Name of Member

Charles H. Fenstermaker
Printed Name of President

[Signature]
Signature of Member

[Signature]
Signature President

Connie M. Broussard
Notary Public #62754
CONNIE M. BROUSSARD
My commission is for life.

2021-0222

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of a Professional Services Agreement with Duplantis Design Group (DDG), to perform engineering services for a Des Allemands Boat Launch (Project No. P210705).

WHEREAS, Ordinance No. 21-4-2 adopted April 5, 2021, by the St. Charles Parish Council approved and authorized the execution of an Act of Donation by and between Chevron U.S.A., Inc. and the parish for certain parcel of land comprising of approximately 109.8 acres for the purpose of a boat launch and park along Bayou Des Allemands; and,

WHEREAS, St. Charles Parish desires to start the design of the access road, boat launch and parking lot with gathering places; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Duplantis Design Group describes the details of the proposed services and compensation. The maximum cumulative fee that can be charged for all work shall not exceed \$610,356.00 unless increased by contract amendment approved by the Parish Council according to Attachment "C".

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Duplantis Design Group to perform engineering services as required by the Department of Public Works for a Des Allemands Boat Launch (Project No. P210705) is hereby approved and accepted.

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

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

And the ordinance was declared adopted this _____ day of _____, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ____ day of _____, 2021 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 DUPLANTIS DESIGN GROUP (DDG), PROFESSIONAL CORPORATION, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for DES ALLEMANDS BOAT LAUNCH Project No.(P210705) as described in Ordinance No. _____ which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

DES ALLEMANDS BOAT LAUNCH
Projects No. (P210705)

2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.

- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

- 3.1 Consultant shall provide Owner professional work and 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 Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment "A".

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- 4.1 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 any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

- 4.2 Consultant may retain a set of documents for its files.
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- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

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The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Consultant in writing.

Such supplementary services may include the following:

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During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

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- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
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- 12.3 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.
- 12.4 Consultant 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.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 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.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, 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 any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

14.0 WARRANTY

- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.
- 14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

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, State of Louisiana, 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.

16.0 OTHER

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.

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:

ST. CHARLES PARISH

By: Matthew Jewell
Parish President

Date:

WITNESSES:

DUPLANTIS DESIGN GROUP

By:

Date:

ATTACHMENT "A"

DES ALLEMANS BOAT LAUNCH

Projects No. (P210705)

Project Scope:

CONSULTANT shall perform the scope of services described in the following paragraphs.

CIVIL ENGINEERING SCOPE & DELIVERABLES

SITE INVESTIGATION REPORT

The Engineer will prepare a site investigation report detailing specific due diligence information that will be used for planning aspects of the project and better define the scope of work required to complete the project. At a minimum this investigation will include:

- Zoning Considerations
- Land Use Matters
- Parking Criteria
- Landscaping Criteria
- Setbacks
- Buffers
- Signage Criteria
- Coast Guard Approval Process
- Floodplain Determination
- Utility Availability
- Anticipated Entitlements
- Permit Requirements

PROJECT MANAGEMENT

The Engineer will manage, and coordinate, all sub-contractor activities throughout the design, permitting and construction of this project. The Engineer shall prepare a timeline and schedule of events, which are critical to the development process. The Engineer will provide these dates (and any date revisions) as well as summary of development issues via bi-weekly status reports to the client.

CONCEPTUAL SITE PLANS

The Engineer will prepare conceptual site plans for the project using the most appropriate available information at the time the plans are prepared. The conceptual site plan will show the general location of any buildings, parking, buffers, access drives and/or detention facilities proposed for the site. Detailed dimensioning, horizontal control or other construction quality documents are not a part of this concept plan.

PREPARATION OF ONSITE PLAN

- Cover Sheet – The Engineer will provide a cover sheet for the project construction plans, which shows a vicinity map, project title, index of sheets, list of governing agencies, project information and any pertinent signature blocks.

- Site Plan - The site plan will be developed from the conceptual site plan prepared by our firm as referenced above or based on plan provide by the client. The site plan will provide the location of the proposed buildings and parking configurations, as well as dimensional control for the proposed improvements. The boat ramp and levee crossing details will be developed.
- Grading Plan - The grading plan will establish proposed grades within the project and the design of a storm drainage and detention system including a drainage study consistent with the requirements of the governing authority.
- Utility Plan – The utility plan will establish the location and size of the sanitary sewer system, water distribution system and coordination with the electric company for service to the proposed development is also included.
- Structural Plans – The structural plans will be prepared will provided locations, dimensions and materials required to construct the project sign, restrooms, gazebo and boat launch.
- Erosion Control Plans – The erosion control plans will be prepared in compliance with the most recent EPA or state requirements and establish site specific erosion and sedimentation best management practices to ensure the site is in compliance with all EPA and/or state stormwater control requirements.
- Detail Sheets – The detail sheets will support the proposed improvements shown on the site, grading, utility, and erosion control plans.
- Profile Sheets – The profile sheets will reflect the proposed levee crossing in profile view to aid the contractor in evaluating conflict areas and clearance issues.
- The fees for preparation of onsite plans do not include the entitlement of these plans. These fees are solely to produce the documents.

PREPARATION OF DESIGN DATA

- Onsite Drainage Calculations – The Engineer will provide a drainage study and report compliant with the requirements of St. Chares Parish.
- Earthwork Analysis – The Engineer will use modeling software to evaluate the earthwork parameters of the site for the client's consideration and evaluation.
- Construction Cost Estimate (3) – At various design landmarks of the projects, DDG will provide the client with sitework estimates in a detailed line-item spreadsheet.
- Modification of Standard Specs – Based on site specific data, the Engineer will modify the various components of sitework sections of the 2004 Master Spec for inclusion into the construction documents.
- SWPPP Stormwater Pollution Prevention Plan - The Engineer will prepare a detailed, site specific Stormwater Pollution Prevention Plan for the project in accordance with

the governing general permit for construction activities.

OBTAIN PERMITS

- Stormwater (NPDES or State Permit) – Using the SWPPP prepared by the Engineer, we will solicit the appropriate approvals from the AHJ regarding stormwater activities during construction.
- Coastal Use Permitting (ELOS) – The Engineer, through its sub-consultant ELOS, will solicit approval from the office of Coastal Management for a Coastal Use Approval.
- Coast Guard Permitting (ELOS) – The Engineer, through its sub-consultant ELOS, will coordinate with the U. S. Coast Guard to obtain approval for the boat dock and break way in the Navigation Channel of Bayou Des Allemands.
- Levee District Coordination – The Engineer, through its sub-consultant ELOS, will solicit approval from the office of the Levee District.
- USACE Section 10/404 Permitting - The Engineer, through its sub-consultant ELOS, will solicit approval from the office of the USACE.

OBTAIN WETLANDS APPROVAL

- Corp of Engineers Wetlands Approval (ELOS) – The Engineer, through its sub-consultant ELOS, will assist the wetlands consultant with the various exhibits and calculations required to supplement the appropriate 404 permit required to facilitate the project.
- Local Wetlands Approval - The Engineer will assist the wetlands consultant with the various exhibits and calculations required to supplement the appropriate local permit required to facilitate the project.
- Wetlands Mitigation Approval - The Engineer will assist the wetlands consultant with the various exhibits and calculations required to supplement the appropriate wetlands mitigation.

EXTERIOR GENERAL CONSTRUCTION SUPPORT

- Schedule Review of Civil/LA Portion with Site Visits - The construction representative shall visit the project site in order to determine in general if the contractor's progress is commensurate with the construction schedule and shall report back to the engineer and client with his findings.
- Respond to Exterior Request for Information/RFIs (Up to 12) - The construction representative shall receive requests for Information (RFIs) from the contractor through the client or client's representative. If clarifications and interpretations of the contract documents are required, the construction representative shall consult with the project engineer before responding with said clarifications and interpretations as discussed.

- Review and Comment for Exterior Shop Drawings/Product Data Submittals - The construction representative, under the supervision of the engineer, may receive review for completeness and adherence to the contract documents, the contractors' submittals such as shop drawings, product data and samples and shall be authorized to accept or reject such submittals.
- Evaluate Exterior Change Orders - The construction representative may assist the client and engineer in the review, evaluation, and documentation of claims by the contractors to which are applicable to the design provided. The construction representative can assist the client with determining the contractor's entitlement to a change order so the engineer can make recommendations to the client as to whether a change order is justified.
- Review Testing Agency Submittals and Reports - A secondary review of certain material submittals or field testing reports supplied or performed by the testing agency may be requested by the client or contractor to ensure such items are in compliance with the contract documents and design intent. These can include any testing related to the civil design such as proof roll reports, soil testing, compaction testing, concrete reports, water/sewer reports, etc.

3rd Party Resident Observation Services – Depending on the nature of the project, a construction representative can be utilized as a third party resident, in which he performs regular observations at intervals appropriate to the stage of construction or as otherwise agreed by the client or engineer. In this scenario, the construction representative would be a full-time, qualified resident observer under the direct supervision of the engineer to be present or assist in continuous on-site construction activity or testing monitoring and oversight.

MEETINGS

- Coordination Meetings with Utility Companies On-Site – The construction representative may at times during construction be required to meet and coordinate on-site with various utility companies whose services are integral to the civil design provided. Because actual existing site conditions can vary and/or conflict with proposed work, these meetings are often necessary to iron out problems that arise in the field.
- Construction Kick-Off Meetings – The construction representative may be requested at the beginning of the project to attend one or several construction kick off meetings scheduled by the client or contractor along with subcontractors and the testing agency to field any questions or concerns relative to the civil portion of the work.
- Attend Regular Contractor/Subcontractor Meetings On-Site - The construction representative may be requested to attend or be present at owner, contractor or subcontractor meetings as needed or regularly during the course of construction, depending on the conditions of the project and the needs of the client.

MILESTONE AND/OR SITE VISITS

- Substantial Completion Determination Site Visit – This site visit can be conducted by the construction representative to make a determination and recommendation to the engineer whether or not the civil portion of the project is substantially complete.

- Certify Completion of Construction (Punch List/General Conformance) – The construction representative may be required to make one or multiple site visits in order to determine if the civil portion of the project is complete and has been constructed in general conformance with the contract documents. The construction representative will compile any punch list items that are outstanding and shall make a punch list document complete with photos and/or an exhibit plan and a written summary that can be distributed to all involved parties that have outstanding work.

STORMWATER POLLUTION PREVENTION PLAN (SWPPP) SITE VISITS

- Make Site Visits to Observe SWPPP Implementation and Issue Report - A SWPPP site visit shall include the review and determination of overall compliance of the implementation of all required BMPs as required by the contract documents and per the LADEQ permit for SWPPP. The construction representative, if requested to, can also generate, and provide the inspection reports that can be required as outlined in the SWPPP permit.

Survey Work will conform to the following:

Spatial data collected for projects shall be referenced to the updated NAD83 and NAVD88 reference datums established by NOAA (National Oceanic and Atmospheric Administration). Monumentation shall be set in an area outside the construction limits so as not to be disturbed during the construction phase. Existing control monumentation should be incorporated with any new monuments. Existing monuments located within the vicinity may be used in lieu of setting new monuments.

ATTACHMENT "B"

DES ALLEMANS BOAT LAUNCH
Projects No. (P210705)

Project Schedule:

The CONSULTANT shall complete the following phases of the project within the number of days shown after Notices to Proceed:

	<u>Number of Days to Complete</u>
Data Collection	90
Permitting	250

Note: The construction documents for the roadway design, boat launch design and the support facilities design shall be due 45 days after the completion of the permit phase.

In the event the permit for the roadway is completed before the boat launch permit, the construction documents for the roadway design will be due 45 days after the Permit for the roadway design is completed.

The facility design includes the design of the gazebo, restroom, and entrance design.

ATTACHMENT "C"

DES ALLEMANS BOAT LAUNCH

Projects No. (P210705)

Project Cost:

For all services outlined in Attachment A and any other services required for this project, the OWNER shall pay the CONSULTANT on the basis of their certified and itemized salary costs.

For each task in and any other services required for this project, the work is to be initiated only upon receipt of a written work order from the DIRECTOR which must include the scope of work and a minimum fee that can be charged. The maximum cumulative fee that can be charged for all work on this contract, shall not exceed \$610,356.00, unless increased by contract amendment approved by the St. Charles Parish Council.

Basic Engineering Services:	\$275,347.00
Preliminary Design Phase	30%
Design Phase	40%
Bidding Phase	5%
Construction Phase	25%
 Supplemental Services:	
1. Topographic Survey (Shread-Kurkendall)	\$109,065.00
2. Geotechnical Engineering (Eustis)	\$ 34,500.00
3. Permitting and Environmental (Elos)	\$ 80,000.00
4. Bathymetric and Magnetometer Survey	\$ 8,000.00
5. Resident Inspection	\$103,444.00

UNANIMOUS CONSENT OF BOARD OF DIRECTORS
OF DUPLANTIS DESIGN GROUP, PC

July 19, 2021

The Board of Directors hereby consent to the following resolution:

Thomas H Buckel, Vice President of Engineering has the authority on behalf of Duplantis Design Group, PC (DDG) to execute the contract for professional services agreement, affidavits and/or amendments between Duplantis Design Group, PC and the St. Charles Parish for the Des Allemands Boat Launch project.

Authorized and executed by the Officers of Duplantis Design Group, PC as follows:



Kainen T. LeBlanc, Vice President

ST. CHARLES PARISH
 Advalorem Millage Rates Gross Revenue Comparison
 2021 Assessment

AREA/TAXING DISTRICT	2021 Adjusted Mills (To be collected in 2022)	Estimated 2022 Gross Revenue	2020 Mills (Collected in 2021)	2021 Gross Revenue (As Provided by SCP Assessor)	Estimated Change in Revenue
PARISHWIDE:					
General Fund	3.11	5,298,875	3.11	5,290,022	8,853
Levees	3.99	6,798,235	3.99	6,786,873	11,361
Road Lighting	1.01	1,720,856	0.99	1,678,853	42,003
Library M & O	4.53	7,718,296	4.44	7,552,317	165,979
Road Maintenance	5.90	10,052,527	5.90	10,035,732	16,795
Recreation	2.90	4,941,073	2.90	4,932,815	8,257
Mosquito Control	1.06	1,806,047	1.06	1,803,027	3,020
Council on Aging	0.94	1,601,589	0.94	1,598,914	2,675
Council on Aging Elderly (2)	0.78	1,328,978	0.78	1,326,753	2,225
Fire Protection	1.58	2,692,033	1.58	2,687,535	4,498
E-911 Emergency System	1.00	1,703,818	0.95	1,615,921	87,897
Health Unit	0.61	1,039,329	0.61	1,037,591	1,739
ARC	0.66	1,124,520	0.66	1,122,641	1,879
WASTEWATER FACILITY	2.16	3,680,247	2.16	3,674,100	6,147
TOTAL PARISHWIDE	30.23	51,506,424	30.07	51,143,096	363,328