



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 Julia Fisher-Perrier
Councilmembers Wendy Benedetto, Paul J. Hogan,
Terrell D. Wilson, Mary K. Clulee, Dick Gibbs,
William Billy Woodruff, Marilyn B. Bellock, Traci A. Fletcher

Monday, February 4, 2019

6:00 PM

Council Chambers, Courthouse

Final

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, February 18, 2019, 6:00 pm, Council Chambers, Courthouse, Hahnville

(No items for the regular Agenda)

- S* 1** 2019-0026 An ordinance to approve and authorize the execution of Change Order No. 5 for the Norco Library Renovation/Addition located at 590 Apple Street in Norco to decrease the contract amount by \$52.75 and increase the contract time by 12 days.

Sponsors: Mr. Cochran

- S* 3** 2019-0027 An ordinance to adopt the *St. Charles Parish Comprehensive Pedestrian & Bicycle Master Plan*.

Sponsors: Mr. Cochran and Department of Planning & Zoning

- S* 16** 2019-0028 An ordinance to approve and authorize the execution of a Professional Service Multi-Phase Project Contract with Civil & Environmental Consulting Engineers, for providing all necessary professional engineering services for a 1,270-foot road extension of the Rue La Cannes roadway. (Parish Project Number P190102).

Sponsors: Mr. Cochran and Department of Public Works

- S* 28** 2019-0029 An ordinance to approve and authorize the execution of an Engineering Services Contract between Civil & Environmental Consulting Engineers and St. Charles Parish for the design of a Dog Park near the St. Charles Parish Animal Shelter.

Sponsors: Mr. Cochran and Department of Parks and Recreation

S* 45 2019-0030

An ordinance to approve and authorize the execution of a professional service contract with Digital Engineering, for providing all necessary professional engineering services for a hydrologic/hydraulic analysis of the Ormond Oaks area. (Parish Project Number P180802).

Sponsors:

Mr. Cochran and Department of Public Works

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.

2019-0026
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
ORDINANCE NO. _____

An ordinance to approve and authorize the execution of Change Order No. 5 for the Norco Library Renovation/Addition located at 590 Apple Street in Norco to decrease the contract amount by \$52.75 and increase the contract time by 12 days.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 18-1-10 on January 22, 2018, approving and authorizing the execution of a contract with J.E. Franke Constructors, LLC, for Project No. P170601, for the renovation/addition of the Norco Branch Library located at 590 Apple Street Norco; and,

WHEREAS, it is necessary to adjust the original contract to reflect those items more fully described in Change Order No. 5., said adjustment as recommended by Plus One Design, to decrease the dollar amount by \$52.75 and increase the contract time by 12 days; and,

WHEREAS, it is the desire of the Parish Council to approve said Change Order No. 5.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 5 for the Norco Library Renovation/Addition to decrease the contract amount by \$52.75 and increase the contract time by 12 days is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Change Order No. 5 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 _____, 2019, 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: _____

2019-0027

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. _____

An ordinance to adopt the *St. Charles Parish Comprehensive Pedestrian & Bicycle Master Plan*.

- WHEREAS,** *St. Charles Parish 2030*, the Parish’s comprehensive land use plan adopted June 20, 2011, makes a recommendation to "promote pedestrian and bicycle mobility throughout the Parish, with expanded provision of sidewalks, paths, and trails and encouragement of pedestrian and bicycle-friendly streets and land use development patterns"; and,
- WHEREAS,** in November 2014 the Parish and the Regional Planning Commission for Jefferson, Orleans, Plaquemines, St. Bernard, St. Tammany and Tangipahoa Parishes applied for a grant to complete a pedestrian and bicycle master plan in accordance with the recommendation; and,
- WHEREAS,** in November 2016, the Regional Planning Commission contracted with a consultant team led by All South Consulting Engineers, LLC to complete the plan; and,
- WHEREAS,** the consultant team created a steering committee and engaged stakeholders and citizens in a public outreach program including interviews, surveys, and public meetings to identify existing roadway conditions and destination points, and review existing plans, crash data, and best practices for pedestrian and bicycle facilities; and,
- WHEREAS,** stakeholders and citizens helped to identify three main goals for the plan: to improve safety, increase transportation options, and spur economic development; and,
- WHEREAS,** stakeholders and citizens helped identify road and trail segments as well as destination points for a safer and more connected network of pedestrian and bicycle facilities; and,
- WHEREAS,** the plan gives recommendations for roadway improvements and other facilities as well as policies, programs, cost estimates, and potential funding sources to achieve those goals; and,
- WHEREAS,** the draft plan has been reviewed by the project steering committee, the Regional Planning Commission, the Louisiana Department of Transportation and Development, the St. Charles Parish Council, Parish Administrators, and Departments; and,
- WHEREAS,** the plan was presented at the St. Charles Parish Planning and Zoning Commission's regular meeting of January 10, 2019 which led to the Commission voting unanimously in favor of PZRES 2019-01 in support of forwarding the plan to the Parish Council for adoption.

THE ST. CHARLES PARISH COUNCIL ORDAINS:

SECTION I. The St. Charles Parish Comprehensive Pedestrian & Bicycle Master Plan is adopted.

SECTION II. A final document shall be printed and filed with the St. Charles Parish Clerk of Courts and in the records of the St. Charles Parish Council.

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

And the ordinance was declared adopted this _____ day of _____, 2019 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: _____

JAN 2019

ST. CHARLES PARISH COMPREHENSIVE PEDESTRIAN & BICYCLE MASTER PLAN

FINAL REPORT

State Project No. H.012462

PREPARED FOR:

Regional Planning Commission for Jefferson, Orleans,
Plaquemines, St. Bernard, St. Charles, St. John, St. Tammany and
Tangipahoa Parishes

PREPARED BY:

All South Consulting Engineers
652 Papworth Avenue
Metairie, Louisiana 70005

Dana Brown & Associates
1836 Valence Street
New Orleans, LA 70115

Barowka & Bonura Engineers & Consultants
209 Canal Street
Metairie, LA 70005



Walking and bicycling for transportation and recreation is increasing in popularity across the nation. Several benefits accompany this trend, including increased health, decongestion of roadway traffic, and community economic benefits. Within St. Charles Parish, there is a strong demand to support these methods of transit by supplying infrastructure and safety measures. However, the parish’s land development patterns, such as industrial campuses and railroad lines, have created barriers to implementation. The overall transportation network that exists today is designed to make vehicular traffic movement efficient without regard to non-motorized travelers. As a result, implementing expanded pedestrian and bicycle networks within the parish’s existing roadway infrastructure must address safety concerns.

This plan used a comprehensive process that involved public participation, professional collaboration, and additional research. To obtain public input, the project team held workshops in three areas of the parish and administered a survey to identify the demands of residents and facility users. Industrial company representatives also voiced their security concerns about pathways that could be placed in close proximity to their sites. Additional meetings with parish officials also contributed to the plan.

Public, industry, and stakeholder engagement resulted in the emergence of three main goals for improving pedestrian and bicycle networks:

- Improving safety
- Increasing transportation options
- Spurring economic development

The project team conducted an existing conditions analysis of land development patterns, current design standards, obstacles to transportation, crash data, and existing facilities within the pedestrian and bicycle networks. The team performed a supplementary multi-modal analysis to recognize public benefits that would result from improved access management through additional transportation modes and connections among modes. Resulting

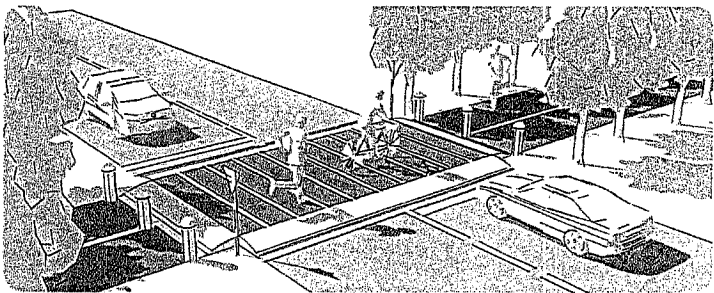


Figure 1 - Illustration of a Multi-Modal Transportation Intersection

network additions and improvements were developed and prioritized to match identified community needs and the project goals. The team’s recommendations propose parish-wide treatments to existing routes, additional locations for pedestrian and bicycle routes, intersection safety improvements, and estimated construction and maintenance costs. In Section 5, priority improvement projects located in Table 19 were extracted from the comprehensive list in Table 20 to highlight projects that are expected to be the lowest in costs or generate the highest public benefits.

The report also details potential constraints to implementation. Strategies to facilitate the implementation of proposed facilities and programs that support safer walking and bicycling are discussed, including potential funding sources, enforcement and education approaches, the need for updated standards and policy changes, and a plan for parish coordination and programming going forward. Implementation of proposed pedestrian and bicycle facilities requires a long-term approach, wherein available funding, other roadway projects, and private developments will inform the pace at which improvements are built. Capital expenditures, which are funds used to improve existing or implement new facilities, will be necessary to implement the projects and thereby meet the Parish’s goals for pedestrian and bicycle transportation networks.

The St. Charles Parish Comprehensive Pedestrian & Bicycle Master Plan is a framework for the parish to become more multi-modal, walkable, bikeable, livable, healthier, and safer for its residents.

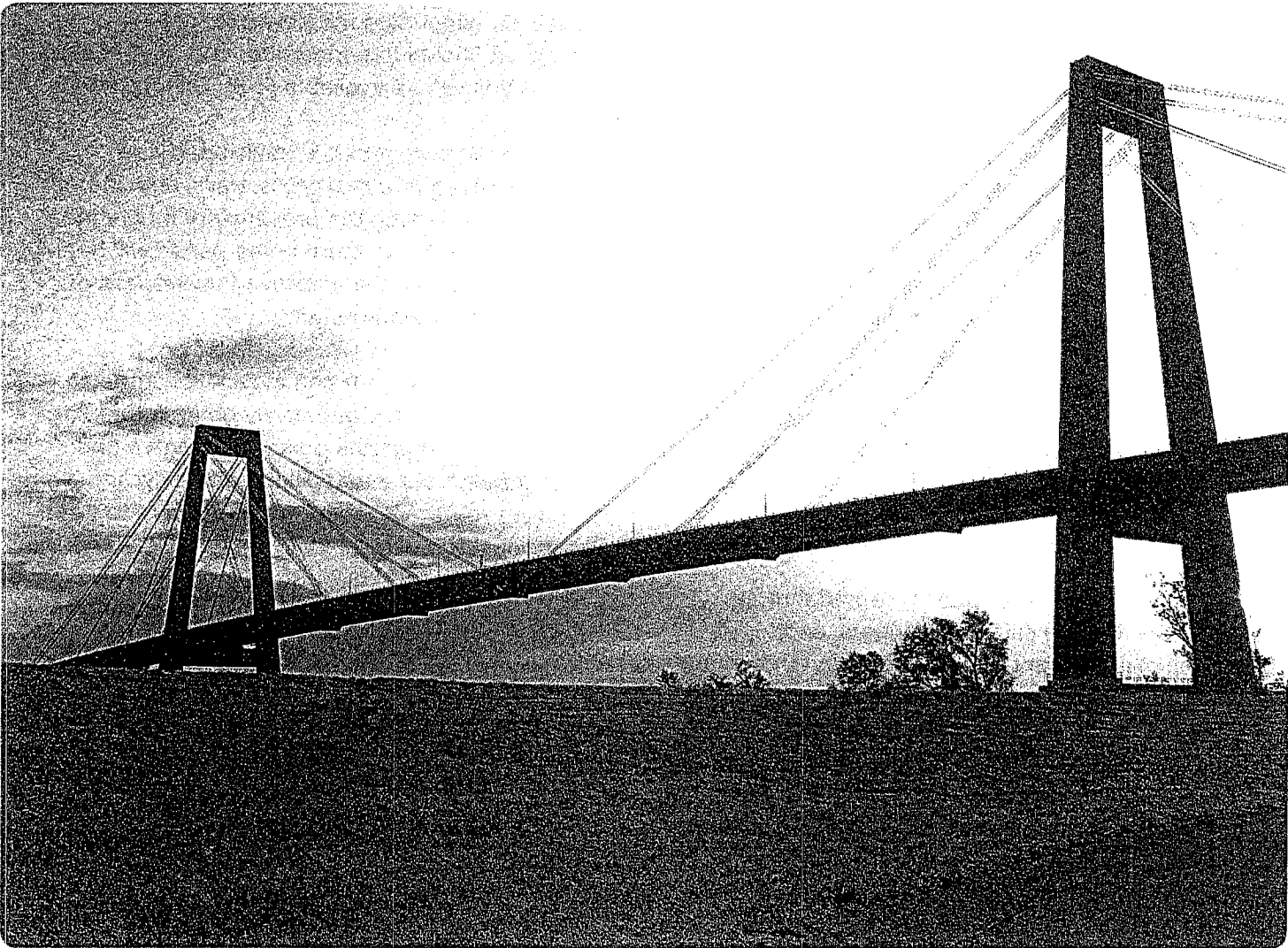


Figure 2 - Hale Boggs Memorial Bridge in Luling

Overview

The primary goal of the St. Charles Parish Comprehensive Pedestrian & Bicycle Master Plan is to develop a complete framework for pedestrian and bicyclist circulation at a parish-wide level that will improve safety and increase access and mobility opportunities. The plan establishes a hierarchy of facility types dependent on site-specific conditions that build upon the existing pedestrian and bicycle networks of St. Charles Parish.

The scope of this plan includes the establishment of goals and objectives for improved transportation, an inventory of existing conditions that impact pedestrian and bicycle infrastructure, an inventory of

existing networks across the parish, a compilation of pedestrian and bicycle incident reports and locations, documented efforts of public and stakeholder engagement, recommendations based on criteria and facility types, and suggested strategies for implementation.

The approach used to develop the plan involved reviewing previously adopted Parish Council master plans with significant pedestrian and bicycle policy or elements, dividing the parish into three sub-areas for distributed analysis, and following a comprehensive planning process.

The St. Charles Parish Comprehensive Pedestrian & Bicycle Master Plan will serve as a reference and guide for future improvements to pedestrian and bicycle infrastructure in St. Charles Parish. The plan proposes new networks and improvements to existing networks within the parish, with emphasis on locations where accidents involving pedestrians or bicyclists have occurred. Data and maps contained within this study can be reviewed independently as a resource for additional projects. This plan serves as a starting point for understanding and addressing the needs of pedestrians and bicyclists in the parish and, as a result, realizing the benefits that the parish will receive from continuous use by these facility users.

Pedestrian & Bicycle Master Plans

A comprehensive master plan is created through collaboration among citizens, planners, and community leaders, and guides local governments and citizens in future development. A comprehensive pedestrian and bicycle master plan is a related, specialized plan that follows a similar process, while guiding the development of pedestrian and bicycle infrastructure and programs.

St. Charles Parish Comprehensive Pedestrian & Bicycle Master Plan

The purpose of the St. Charles Parish Comprehensive Pedestrian & Bicycle Master Plan, also referred to here as the Pedestrian & Bicycle Master Plan, is to improve safety of the existing transportation network for non-motorized users and maximize opportunities for circulation.

St. Charles Parish covers over 400 square miles of land, located on both banks of the Mississippi River. The parish's roadway system totals approximately 4,500 miles, yet less than two percent of road mileage include sidewalks (43 miles) or bicycle routes (31 miles). Current crash data suggests that one in five fatal vehicular crashes in St. Charles Parish result in the death of a pedestrian or bicyclist. These statistics alone reinforce not only the need for additional routes for non-motorists, but also improvements in quality and safety of the existing

facilities. By expanding the networks of these facilities, additional transportation and recreational opportunities will be available to St. Charles Parish.

The expanded networks are envisioned as a comprehensive system of paths, trails, and shared-use routes. Increasing the presence of multi-modal transportation infrastructure in the parish will benefit all users and result in an improved awareness of roadway sharing for motorists.

The resulting pedestrian and bicycle master plan offers a tool that can strategically guide future capital investment and suggests policy, to improve and expand infrastructure for walking and bicycling along and across roadways where people desire to travel but cannot safely do so today.

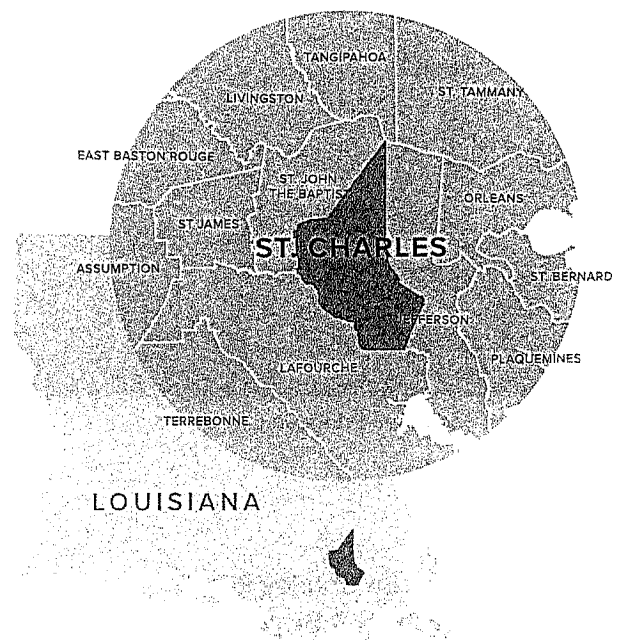


Figure 3 - Location Map of St. Charles Parish

Study Area

This project encompasses the entirety of St. Charles Parish. St. Charles is bordered to the north by Lake Pontchartrain, to the east by Jefferson Parish, to the south by Lafourche Parish, and to the west by St. John the Baptist Parish. Within St. Charles Parish are the following areas: Ama, Bayou Gauche, Boutte, Des Allemands, Destrehan, Hahnville, Luling, Montz, Norco, Paradis, Killona, New Sarpy, Ormond, and St. Rose.

Given that a large portion of the parish consists of surface water and wetlands, which lack virtually any form of infrastructure, the project team restricted the study to areas where land is currently developed and habitable or where future development may occur. To facilitate the planning process, the parish was divided into East Bank, West Bank, and Bayou sub-areas, using logical geographical boundaries.

The East Bank sub-area encompasses the northern part of the Parish, which is on the eastern bank of the Mississippi River. Neighborhoods in the East Bank sub-area include St. Rose, Destrehan, Ormond, Norco, New Sarpy, and Montz.

The West Bank sub-area includes areas on the west bank of the Mississippi River that are north of LA 3127 and east of the I-310/US Highway 90 interchange. Neighborhoods in the West Bank sub-area include Ama, Luling, Boutte, Hahnville, and Killona.

The Bayou sub-area comprises the southernmost portion of St. Charles Parish. It contains communities along the US Highway 90 corridor and LA 306, and is bordered by Lafourche Parish to the south, Interstate 310/Highway 90 intersection and Boutte to the north and east. Neighborhoods in the Bayou sub-area include Des Allemands, Paradis, and Bayou Gauche.

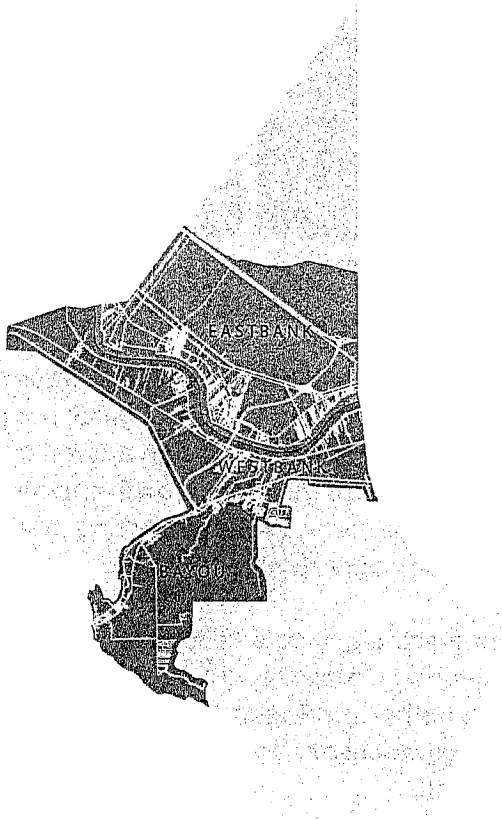


Figure 4 - Sub-Areas Map of St. Charles Parish

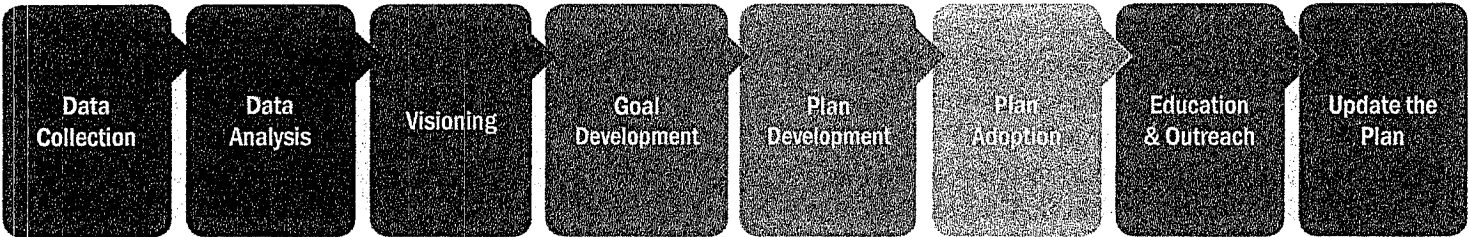


Figure 5 - Planning Process Flowchart

Planning Process

In order to ensure that the plan was developed in a timely manner and that its goals are valid, the project team followed an interactive design approach. This approach allowed for the plan to evolve naturally over the course of the study, while preventing potential oversight of key opportunities.

Prior to beginning any data collection or analysis, a Project Steering Committee (PSC) was established to assist in further guiding the study. The PSC and its members are discussed in greater detail in Section 4 (Engagement).

The project team began with a thorough analysis of the existing conditions of the parish, focusing on existing transportation routes and the location of traffic incidents that involve pedestrians or bicyclists. The project team also reviewed data on zoning, land use, topography, population density, and other factors affecting transportation.

The collected data were used in combination with field measurements, information gathered from stakeholders, and feedback from public workshops to generate maps and conduct an analytical study. These efforts produced comprehensive documentation of the parish’s existing conditions, potential assets, opportunities, and constraints. The project team used this documentation to identify locations for proposed improvements and potential expansion of existing pedestrian and bicycle networks.

The project team reviewed, discussed, and revised these proposed improvements based on feedback from the PSC and the general public. Finally, the team identified potential strategies to assist the parish in implementing the plan’s proposed improvements.

Previous Studies & Related Documents

This study references the following reports and uses them as planning precedents. These documents substantiate the need to improve upon existing multi-modal transportation infrastructure, and, due to their assessment of or similarity to the conditions of St. Charles Parish, offer a guideline to address challenges that the study area presents.

Louisiana Complete Streets Update 2017
Produced by the Louisiana Department of Transportation and Development (LADOTD), this update outlines state-specified goals for the inclusion of Complete Streets policies on state roadways. It encourages the implementation of policies and offers guidelines on the types of facilities that are appropriate for state roadways, and encourages (but does not require) Complete Streets implementation. Where applicable, LADOTD defers to the Complete Streets policy of the local municipality.

St. Charles Parish 2030 Comprehensive Plan
The St. Charles Parish 2030 Comprehensive Plan (Plan 2030) was adopted by the Parish on June 20, 2011. Elements addressed in the plan include: Economic Development, Land Use, Housing and Community Character, Infrastructure, Community Facilities, Parks and Recreation, Natural and Cultural Resources, and Transportation. This plan supports three general transportation goals stated in Plan 2030: to “provide a variety of transportation choices and options,” “to increase connectivity between destinations,” and to “apply a ‘livable community’ perspective when addressing transportation needs.” (94). A specific action item from Plan 2030, TR3, lays out the basis for a comprehensive evaluation and

plan for non-motorized transport, with an aim to provide “pedestrian and bicycle mobility throughout the Parish, with expanded provision of sidewalks, paths, and trails and encouragement of bicycle and pedestrian-friendly streets and land use and development patterns” (99).

Paul Maillard Road Corridor Revitalization Plan

The Paul Maillard Road Corridor Revitalization Plan was completed in 2014 and adopted by the Parish in December 2015. It makes recommendations for land use and housing, economic development, infrastructure and public spaces, and transportation. The report sets forth seven transportation strategies for Paul Maillard directly related to the recommendations of the Pedestrian & Bicycle Master Plan. It aims to:

- Reconstruct LA 52 to include a Complete Streets cross-section
- Extend Complete Streets improvements beyond LA 52
- Improve accommodations for pedestrians and bicyclists to cross LA 52
- Create a network of recreational trails to interconnect neighborhoods, community facilities, and the LA 52 corridor
- Initiate a series of policy initiatives to support the Complete Streets approach (16)

St. Charles Parish Parks & Recreation Master Plan

The Parks and Recreation Master Plan was last updated in 2012. It provides guidance for the “development of an interconnected, parish-wide system of parks, recreational facilities and programs, and public open spaces” (1). It also identifies the need for comprehensive networks that will create connections between properties maintained by the Parks and Recreation Department. Survey analysis from this report shows overwhelming residential support for expansion and improvement to the existing pedestrian and bicycle transportation system.

Conclusion

Walking and bicycling for transportation and recreation have become increasingly popular in recent years. As a result, there is a growing demand by pedestrians and bicyclists for additional resources. This plan defines specific treatments for roadways, intersections, and additional facilities to create a well-connected overall network that people can use for walking and bicycling for recreation or transportation. This plan is the result of a multidisciplinary effort by the project team. The plan not only complies with and supports the objectives of previous planning work in St. Charles Parish but expands upon those plans by applying recommendations and strategies and fulfilling previously identified needs. The plan should inform and guide Parish officials, private/public land developers, and LADOTD in the implementation of transportation improvement projects and programs.

Vision Statement

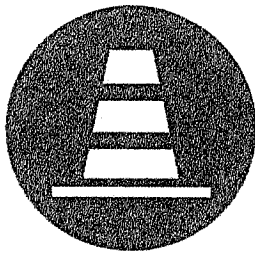
The vision of the St. Charles Parish Comprehensive Pedestrian & Bicycle Master Plan is to make walking and biking feasible and safe for all residents, through targeted improvements to infrastructure, programming, and enforcement.

Pedestrian & Bicycle Master Plan Goals

The project team developed the goals for the Pedestrian & Bicycle Master Plan in collaboration with the Project Steering Committee, stakeholders, and the general public. They are intended to support the vision for pedestrian and bicycle transportation in St. Charles Parish.

- Goal One: Improve safety
- Goal Two: Increase transportation options
- Goal Three: Spur economic development

The goals identified within the Pedestrian & Bicycle Master Plan align with those of the LADOTD Complete Streets Policy (2010), the St. Charles Parish 2030 Comprehensive Plan, the St. Charles Parish Parks and Recreation Master Plan (2012), and the Paul Maillard Road Corridor Revitalization Plan (2014). The project goals and their related objectives are presented on the following pages. Proposed improvements to the transportation network that can realize these goals are provided in Section 5 (Proposed Improvements), and implementation strategies and recommended policy changes to encourage their establishment are provided in Section 6 (Implementation).



GOAL 1 | IMPROVE SAFETY

The primary goal of the Pedestrian & Bicycle Master Plan is to achieve greater safety for non-motorized users of the transportation network through strategic, consistent, and coordinated facility improvements, programming that includes ongoing education of all ages, and enforcement. Through effective planning and design of pedestrian and bicycling facilities, the Parish seeks to reduce crashes, injuries, and fatalities by creating safe walking and bicycling environments.

The project team reviewed crash data and collaborated with residents and industries to identify the most dangerous locations for non-motorized travel. The team then compared crash locations and existing facilities to determine significant nodes and neglected road segments that its recommendations should include.

The transportation network in St. Charles Parish lacks safe and practical routes for people to walk and bike. Facility design plays an important role in creating a safe environment, but a large responsibility also falls on motorists, pedestrians, and bicyclists to act in a lawful and safe manner. The parish needs additional education to inform and prepare residents about safe behavior for all road users and enforcement to follow-up when rules are not being adhered to.



Figure 6 - Safety Signals

Goal One Objectives

- Create strategic, consistent, and connected pedestrian and bicycle networks
- Improve intersections to provide a safe environment for pedestrians and bicyclists
- Involve residents to enhance awareness of travel laws and appropriate behavior by all roadway users
- Educate drivers, pedestrians, and bicyclists how to use the network together safely
- Improve crash data reporting and mapping to inform preventive/proactive safety strategies

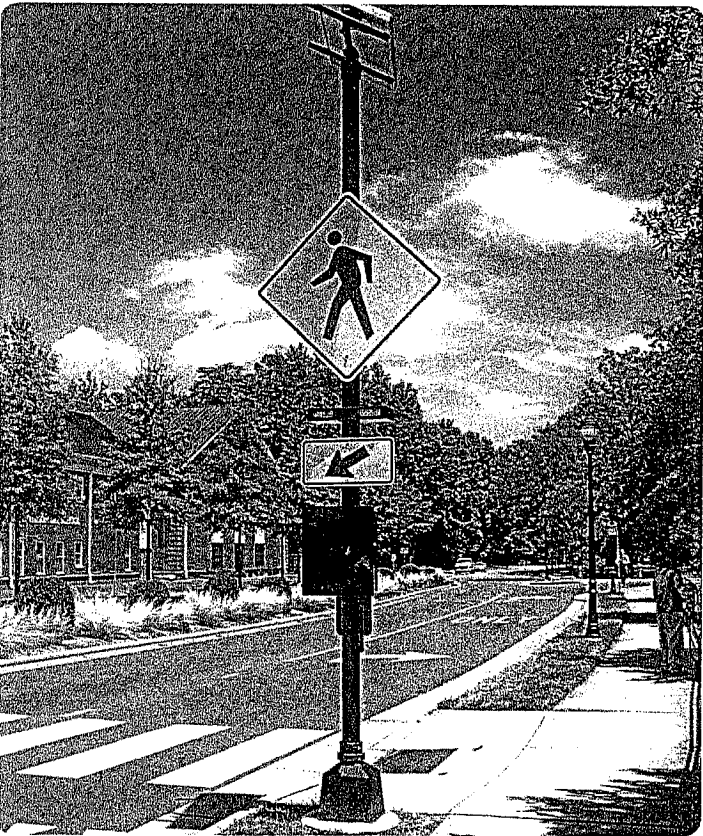
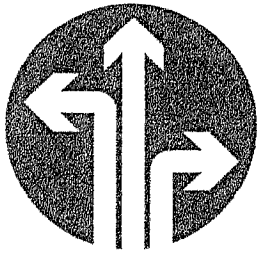


Figure 7 - Rapid Flash Beacon



GOAL 2 | INCREASE TRANSPORTATION OPTIONS

The roadway network in St. Charles Parish is designed primarily for automobiles, and walking and bicycling are not yet viable means of transportation due to a lack of safe and interconnected networks and an absence of end-of-trip facilities.

Connections between neighborhoods and major destinations can be enhanced through coordinated land use and transportation planning. A shift towards a multi-modal transportation system that plans for and supports various transportation modes, not solely vehicular, can increase transportation options for residents. This shift from prioritizing high speeds, wide lanes, and other circumstances that are singularly advantageous for vehicular travel will require the Parish to not only revisit its standards but also to demand abidance and enforcement by those responsible for decision making on non-parish-owned roads. Recommended policy changes are listed in Section 6 (Implementation).

Investments in walking and biking infrastructure are crucial for making transportation more equitable by making transportation accessible and affordable transportation for all residents, particularly for those who do not own a car or are physically impaired. The Americans with Disabilities Act (ADA) of 1990 applies to public and private transportation and lays out policies that require transportation systems to be accessible for all users regardless of physical disabilities. Guaranteeing the presence of ADA accessible facilities will provide physically-impaired users with an environment that offers confidence of safety during travel and recreation.

Goal Two Objectives

- Expand community-oriented pedestrian facilities
- Expand and connect local and regional networks of bicycle facilities
- Improve transportation equity, including ADA accessibility
- Provide and expand existing pedestrian and bicycle access to public facilities
- Provide performance monitoring to ensure continuous support of multi-modal facilities
- Provide neighborhood access to parks, schools, and shopping
- Provide end-of-trip facilities at trailheads and destinations
- St. Charles Parish must establish data-driven performance measures and targets for implemented projects. These measures and targets will allow the Parish to monitor the effect of its transportation investments and improve the transportation decision-making process.



Figure 8 - Neighborhood Sidewalks

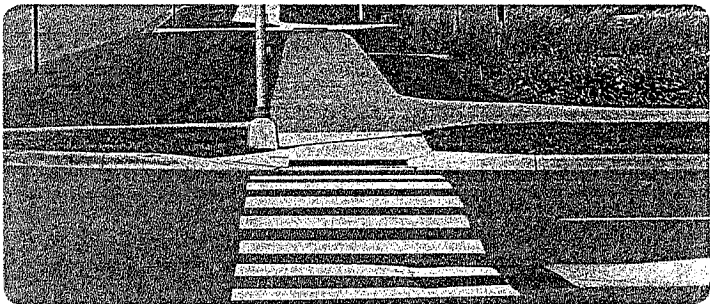
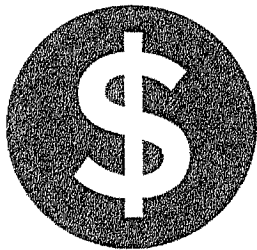


Figure 9 - High-Visibility Crosswalk



GOAL 3 | SPUR ECONOMIC DEVELOPMENT

Bicycle and pedestrian corridors have proven to provide economic development benefits in areas with highly concentrated traffic. Coffee shops, bakeries, bike shops, and cafes often open along major pedestrian and bicycle corridors. Increased investment in pedestrian and bicycle projects can serve as catalysts for new development and revitalize commercial areas or neighborhoods. This approach would optimize the potential for a return on the parish’s investment in non-motorized facility improvements.

Facilities for pedestrians and bicyclists also generate economic returns by improving health and safety, environmental conditions, raising property values, and enticing visitors to the parish. Through investments to infrastructure, St. Charles Parish can maximize its economic competitiveness with neighboring parishes by creating more attractive communities and by offering regional connections for use by the tourism industry. Major local precedents for these types of implementation are the Tammany Trace Bike Trail in St. Tammany Parish and the Lafitte Greenway in Orleans Parish.

Goal Three Objectives

- Use transportation investments to support economic development
- Increase quality-of-life through walkable and bikeable communities
- Optimize returns on investments of bicycle and pedestrian facility improvements
- Increase active transportation investment to meet long-term needs
- Become a regional destination for bicycling
- Improve livability of communities
- Attract younger generations

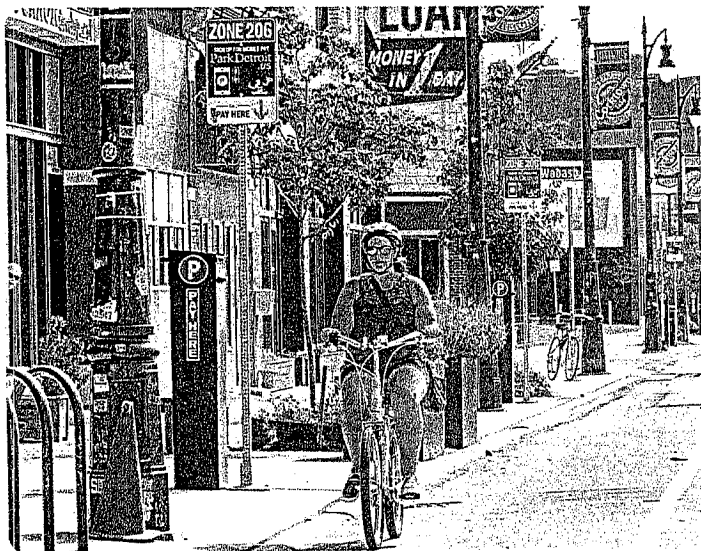


Figure 10 - Bicycle Corridor

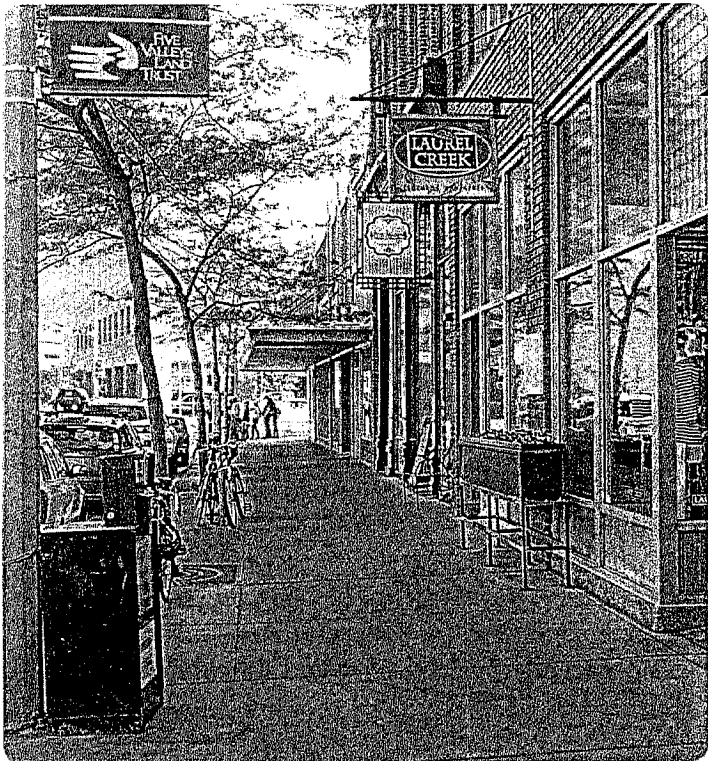


Figure 11 - Pedestrian Corridor

Complete Streets Ordinance

In addition to the Pedestrian & Bicycle Master Plan, this project also involved development of a draft Complete Streets ordinance for St. Charles Parish. The ordinance was a collaborative effort by the project team with the St. Charles Parish Departments of Public Works and Planning and Zoning and is intended for consideration and adoption by the Parish Council. As a result, this plan incorporates Complete Streets principles and should continue to be guided by these principles, in addition to the ordinance, if adopted.

The ordinance will facilitate ensuring that the proposed Pedestrian & Bicycle Master Plan improvements will be implemented in an accurate and timely fashion and that street projects, whether they be public or private projects, address pedestrian and bicyclist needs as set forth in the plan. Implementation can be made possible by providing parish officials with the legal means for requiring the development of policies and programs that account for the interest of all forms of transportation, not just vehicular.

In 2010, the State of Louisiana adopted a Complete Streets Policy, which is intended to guide projects under the purview of LADOTD. Adoption of a Complete Streets policy in St. Charles Parish, through ordinance, would outline fundamental direction to guide transportation projects and land use development decision-making that impact the transportation system. Local policy can guide the retrofit and reconstruction of locally-owned roads, future maintenance, address the interaction with state-owned roads, and influence projects within the public domain. While LADOTD has its own Complete Streets policy, the department considers the policy of local municipalities when one is in place. Since many roadways in St. Charles Parish are state-owned roads, the state’s policy, combined with a newly adopted parish Complete Streets policy, can be a valuable tool in meeting the vision of the Pedestrian & Bicycle Master Plan.

What is Complete Streets?

A Complete Streets policy is based on four principles, as offered by the National Complete Streets Coalition:

- Create a balanced transportation system that serves users of all abilities and all modes of transportation
- Provide and improve means for safe access to destinations
- Create pedestrian- and bicycle-friendly environments
- Provide true alternatives to driving

A Complete Streets policy encourages integrated planning of roadways to provide for users of all ages and abilities, including pedestrians and bicyclists, as well as motor vehicles. Parishes and cities that adopt a Complete Streets policy encourage, and in some cases require, designers and engineers to adopt a more holistic approach to right-of-way design by improving transportation, drainage, and utility infrastructure with all users in mind.

A copy of the draft St. Charles Parish Complete Streets Ordinance is located in Appendix D.

Conclusion

Goals and their objectives intend to improve the experiences of pedestrians and cyclists. The project team developed goal objectives to guide improvements to safety, transportation options, and the economy. The plan’s goals are in alliance with the State’s Complete Streets Ordinance and include components of Complete Streets designs to promote the recommendation of a Parish ordinance.

2019-0028

**INTRODUCED BY: LARRY COCHRAN., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a Professional Service Multi-Phase Project Contract with Civil & Environmental Consulting Engineers, for providing all necessary professional engineering services for a 1,270-foot road extension of the Rue La Cannes roadway. (Parish Project Number P190102).

WHEREAS, Rue La Cannes is an existing public road that dead ends near St. Charles Parish's Animal Shelter; and,

WHEREAS, the Parish desires to extend Rue La Cannes to connect to Ashton Plantation Boulevard to improve traffic circulation and address safety concerns due to one point of ingress and egress; and,

WHEREAS, the attached contract between the Parish and Civil & Environmental Consulting Engineers describes the proposed engineering services and compensation for this road extension; and,

WHEREAS, the following work phases will be authorized by individual task orders as required for the continuation of the capital improvement project.

- Phase 1: Rendered Master Plan
- Phase 2: Preliminary Engineering Design
- Phase 3: Final Engineering Design
- Phase 4: Bidding Phase Services
- Phase 5: Construction Phase Services

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Contract between Civil & Environmental Consulting Engineers and St. Charles Parish for services as required and assigned via Task Order by the Department of Public Works is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Professional Services Contract 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 _____, 2019, 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: _____

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the _____ day of _____, 2019, 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 Civil & Environmental Consulting Engineers a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the Rue La Cannes Road Extension project as described in Ordinance No. _____, which is attached hereto and made a part hereof.

1.0 GENERAL

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. The project will be implemented in phases and the Engineer will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, where specified in Engineer’s proposal dated April 15, 2018 (Proposal), which is attached hereto and made a part hereof.

A task order will be issued for each phase and shall specify the work to be performed, basis of payment, and time for completion. Each Task Order shall become an Addendum to and a part of this Contract in accordance with Exhibit A. The Owner may terminate the Contract or any Task Order by written notification and without cause per Section 7.0. Issuance of a Task Order will serve as the Owner’s approval to begin a subsequent phase.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

2.1 General

- 2.1.1** Engineer shall provide for Owner professional engineering 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 Engineer. These services will include but will not be limited to serving as Owner’s professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, structural, and construction engineering and inspection.
- 2.1.2** In general the Project consists of the design, bidding, and construction phase services phases shown in the Proposal. Implementation of each phase will not necessarily be done in the order listed. As this project progresses, phases may be deleted or added to complement achieving a successful project.
The proposed project is 1,270 feet of road extension of the Rue La Cannes roadway including associated utilities work.
- 2.1.3** Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.
- 2.1.4** Engineer shall obtain from Owner a task order authorization to proceed for each phase of the Project.
- 2.1.5** Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.

2.2 Task Order – Rendered Master Plan.

2.3 Task Order - Preliminary Engineering Design: Perform the services for preliminary engineering design. Submit one paper copies and one PDF file of the construction documents at 60-percent complete phase to the Parish for review and comments. Based on the Parish’s review comments, revise the construction documents as necessary.

2.4 Task Order - Final Engineering Design: Perform the services for final engineering design. Submit one paper copies and one PDF file of the construction documents at 90-percent and 100-percent complete phases to the Parish for review and comments. Based on the Parish’s review comments, revise the construction documents as necessary.

2.5 Task Order – Bidding Phase.

2.6 Task Order - Construction Phase Services

2.6.1 General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.

2.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress.

2.6.2.1 Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.

2.6.2.2 The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided in 2.6.3. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.

2.6.3 Defective Work. During such visits and on the basis of such observations, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer 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.

2.6.4 Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents.

2.6.5 Shop Drawings. Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided in 2.6.3.

2.6.6 Substitutes. Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.

2.6.7 Inspections and Tests. Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

2.6.8 Dispute between Owner and Contractor. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

2.6.9 Applications for Payment. Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

2.6.9.1 Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

2.6.9.2 By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided in, but not limited to paragraph 2.6.3.

2.6.10 Construction Closeout Document. Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of

inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.

2.6.11 Inspection. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).

2.6.12 Pre-Construction Conference. Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one(1) electronic file copy of each drawing in AutoCAD format (release 2000 or later) and in PDF format titled to reflect "Construction Drawings".

2.6.13 Owner shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.

2.6.14 Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.6.1 through 2.6.12 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents, inclusive of but not limited to 2.6.3.

2.6.15 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.

2.6.16 Task Order Close-out and Facility Operation

The Engineer shall:

2.6.16.1 Provide start-up services for the new facility.

2.6.16.2 Prepare training materials and provide training of Owner's staff to operate and maintain the new equipment if specified in the Task Order. Training will consist of classroom and hands-on training using the installed equipment.

2.6.16.3 Assemble required sets of equipment manufacturer's operation and maintenance manuals if specified in the Task Order.

2.6.16.4 Assemble required sets of approved shop drawings in proper order if specified in the Task Order.

2.6.16.5 Provide technical consultation and assistance in correcting warranty items.

2.6.16.6 Provide assistance in connection with the refining and adjusting of new equipment or system.

2.6.16.7 Prepare a final set of stamped project drawings reflecting "as built" along with one (1) electronic file copy of these drawings in AutoCADD format (release 2000 or later) and in PDF format titled to reflect "as built".

2.6.16.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

2.6.17.8 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.

2.7 Resident Engineer and Inspection

2.7.1 Engineer shall furnish, if requested, a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. The RPR(s), and the level of support supplied, shall be subject to approval by the Owner.

2.7.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of the Contractor.

2.7.3 The RPR shall be the Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

2.7.4 Duties and Responsibilities of RPR.

2.7.4.1 Schedules. Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

2.7.4.2 Conferences and Meetings. Attend meetings with Contractor, such as Pre-Construction Conferences, Progress Meetings, Job Conferences and other project related meetings, and prepare and circulate copies of minutes thereof.

2.7.4.3 Liaison:

- Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
- Assist in obtaining from Owner additional details or information when required for proper execution of the Work.

2.7.4.4 Shop Drawings and Samples:

- Record date of receipt of Shop Drawings and samples.
- Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
- Advise Engineer and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.

2.7.4.5 Review of Work, Rejection of Defective Work, Inspection and Test.

- Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.
- Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
- Accompany visiting inspectors representing public agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.

2.7.4.6 Interpretation of Contract Documents. Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.

2.7.4.7 Modifications. Consider and evaluate Contractor suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer.

2.7.4.8 Records.

- Maintain at the job site orderly files for correspondence, reports for job conferences, Shop Drawings, and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.
- Keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer and Owner.
- Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- Keep pictorial record of progress of project.

2.7.4.9 Reports:

- Furnish Engineer and Owner periodic (daily) reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
- Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Directive Changes and Field Orders in accordance with State and Local Laws.
- Report immediately to Engineer and Owner upon the occurrence of any accident.

2.7.4.10 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure as set forth in the Construction Contract for their submission and forward with recommendations to Engineer noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

2.7.4.11 Certificates, Maintenance and Operations Manuals.

During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the times actually installed and in accordance with the Contract Documents, and having this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.

2.7.4.12 Completion.

- Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

- Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- Observe that all items on final list have been completed or corrected and make recommendation to Engineer concerning acceptance.

2.7.5 Limitation of Authority.

2.7.5.1 Resident Project Representative

- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.
- Shall not exceed limitations of Engineer’s authority as set forth in the Agreement or the Contract Documents.
- Shall not undertake any of the responsibilities of Contractor, Sub-Contractor or Contractor’s superintendent.
- Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
- Shall not authorize Owner to occupy the project in whole or in part.
- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

3.0 SERVICES OF THE OWNER

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

4.0 COMPENSATION

- 4.1 For performance of Basic Engineering as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the Standard Hourly Rate Schedule in the Proposal, and actual time and costs. The not-to-exceed fees for each phase are as follows:
 - 4.1.1 Rendered Master Plan \$ 4,530
 - 4.1.2 Preliminary and Final Engineering \$27,183
 - 4.1.3 Bidding Assistance (incl. printing) \$ 2,266
 - 4.1.4 Construction Phase Services \$11,326
 - 4.1.5 Resident Inspection To be determined at Task Order
- 4.2 If a Task Order, or any portion thereof, is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0
- 4.3 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
 - 4.3.1 A copy of the Owner’s written authorization to perform the service.
 - 4.3.2 Timesheets for all hours invoiced.
 - 4.3.3 Invoice copies, logs or other substantiation of non-salary expenses.

- 4.4** For additional engineering and other services described in Section 5, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

- 5.1** The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.9 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.9 inclusive.

- 5.1.1** Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.

- 5.1.2** Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.4 of this contract.

- 5.1.2.1** Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.

- 5.1.2.2** Prepare to and serve as an expert witness for the Owner in any litigation.

- 5.1.2.3** Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)

- 5.1.2.4** Services resulting from significant changes in the general scope, extent or character of the Task Order or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.

- 5.1.2.5** Providing renderings or models for Owner's use.

- 5.1.2.6** Preparing documents in addition to those furnished under Engineering Design and Construction Documents for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.

- 5.1.2.7** Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.

- 5.1.2.8** Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.

- 5.1.2.9** Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

6.0 OWNERSHIP OF DOCUMENTS

- 6.1** Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at anytime during the Task Order and,

shall be delivered to the Owner prior to termination or final completion of the Contract.

6.2 Engineer may retain a set of documents for its files.

6.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.

6.4 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 Engineer 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.

7.0 TERMINATION.

7.1 This Agreement or any Task Order may be terminated by either party upon thirty (30) days written notice.

7.2 The Engineer, 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.

7.3 The Engineer 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.

7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.

7.5 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures.

8.0 COMPLIANCE WITH LAWS AND ORDINANCES.

8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.

9.0 SUCCESSORS AND ASSIGNS

9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.

10.0 INSURANCE

10.1 The Engineer 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 \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.

10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.

10.3 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.

10.4 Engineer 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.

10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.

- 10.6** For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

11.0 GENERAL

- 11.1** The Engineer 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 Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 11.2** While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.
- 11.3** The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.
- 11.4** This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5** Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6** No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.7** No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.8** The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.

12.0 ACCESS TO SITE

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

13.0 WARRANTY

- 13.1** Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements
- 13.2** If Engineering Services for a task order designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services,

Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.

13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

14.1 For all claims arising out of or related to this agreement, ENGINEER 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 ENGINEER'S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

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

Larry Cochran
Parish President

WITNESSES:

Civil & Environmental Consulting Engineers

2019-0029

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of an Engineering Services Contract between Civil & Environmental Consulting Engineers and St. Charles Parish for the design of a Dog Park near the St. Charles Parish Animal Shelter.

WHEREAS, St. Charles Parish intends to construct a Dog Park for its residents to be able to visit with their canine family members; and,

WHEREAS, it is the desire of the Parish to provide for residents a safe and friendly fenced area for them to exercise and socialize with their dogs; and,

WHEREAS, it will be located in close proximity to the animal shelter so as to help facilitate potential adoption visits and pet acclimation; and,

WHEREAS, it is the desire of the Parish to engage a qualified firm to provide professional engineering services for the design of said project for successful completion; and,

WHEREAS, the park will be constructed in phases with the first phase commencing in 2019; and,

WHEREAS, it is the desire of the Parish and Principal Engineering, to enter into an Engineering Services Contract for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Engineering Services Contract between Civil & Environmental Consulting Engineers, and St. Charles Parish for the design of a Dog Park is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Engineering Services Contract on behalf of St. Charles Parish and to act on behalf of St. Charles Parish in all matters pertaining to this project.

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

And the ordinance was declared adopted this _____ day of _____, 2019, 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: _____

MULTIPHASE PROJECT
CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the ____ day of _____, 20____, 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 **CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS, 13919 RIVER ROAD, SUITE 310, LULING, LA 70070**, a corporation acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the **St. Charles Parish Dog Park** project as described in Ordinance No. _____ which is attached hereto and made a part hereof.

1.0 GENERAL

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

1.1 A task order will be issued for each phase and shall specify the work to be performed, basis of payment, and time for completion. Each Task Order shall become an Addendum to and a part of this Contract in accordance with Exhibit A. The Owner may terminate the Contract or any Task Order by written notification and without cause per Section 7.0. Issuance of a Task Order will serve as the Owner's approval to begin a subsequent phase.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

2.1 General

2.1.1 Engineer shall provide for Owner professional engineering 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 Engineer. These services will include but will not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control engineering services and construction engineering and inspection.

2.1.2 In general, the Project consists of the Design and Construction Management of the following major elements or phases. Implementation of each phase will not necessarily be done in the order listed. As this project progresses, phases may be deleted or added to complement achieving a successful project.

To provide design services for the construction of a Dog Park as described in the Preliminary Opinion of Probable Cost, Exhibit A.

2.1.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.

2.1.4 Engineer shall obtain from Owner a task order authorization to proceed for each phase of the Project.

2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.

2.2 Task Order Conceptual Design (if applicable)

- 2.2.1 Reviewing available data and consulting with the Owner to clarify and define the Owner's requirements for the task order phase of the Project.
- 2.2.2 Conducting a Pre-Design Meeting Workshop with the Owner.
- 2.2.3 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.
- 2.2.4 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the task order phase of the Project, and participating in consultations with such authorities.
- 2.2.5 Providing analyses of the Owner's needs, planning surveys and comparative evaluations of prospective site plans and solutions.
- 2.2.6 Preparing a comprehensive Conceptual Design Report presenting selected solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum (if applicable):
 - Discussion of project background and need.
 - Schematic layouts, sketches, or photographs.
 - Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
 - Any special material specifications including major equipment specifications.
 - A preliminary cost estimate for each alternative.
 - Engineer's conceptual opinion of probable costs for the selected alternative.
 - Project Master Schedule – if task orders are interrelated.
 - Task Order project schedule. Schedule will include all aspects of the project/task order from conceptual design to project closure.
 - Discussion as to what permits are needed, time to acquire approvals, and potential adjacent land owner authorizations/servitudes that need addressing. Engineer shall also determine if more than one permit will be required for subsequent Task Orders and a cost effective process to minimize multiple permit expenses.
 - Discussion of the type of additional services, mentioned in 2.2.3, that will be needed.
- 2.2.7 Meeting with the Owner and presenting findings of the Conceptual Design Report.
- 2.2.8 The Conceptual Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 60 days or as otherwise stated in the task order authorization.
 - Five(5) copies of the report for review.
 - Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the Master and Task Order project schedules in Microsoft Project format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.
- 2.3 Task Order Design Memorandum (if applicable)
 - 2.3.1 The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria established in Conceptual Design and initiate acquiring necessary permits and servitudes. The document will be used

in the development of final design plans and specifications and will serve as a guide by designers and other interested parties.

2.3.2 The Design Memorandum will consist minimally of the following sections:

- Site Development – project site plan that includes anticipated construction area required and any known servitudes or property owners.
- Hydraulics - if necessary
- Treatment Processes - if necessary
- Design Criteria including a listing of all standard specifications to be used by type (concrete, piling, steel electrical, roads/foundations, etc)
- Preliminary Drawings – 11X17 minimum size
- The following indexes: Drawings, Division 00 St Charles Parish Bidding/Contract Documents showing revision number, Division 01 St Charles Parish General Specifications showing revision number, and Division 02-16 material and equipment specifications, to be used in final design.
- Engineer's preliminary opinion of probable costs.
- Updated Project Master Schedule – if task orders are interrelated.
- Updated Task Order project schedule.
- Summary of estimated quantities – initial bid schedule
- Instrumentation & Control Philosophy
- Power Requirements
- Additional data that will be needed, such as topographical, geotechnical, and project surveying.

2.3.3 The engineer will deliver to owner within 15 days following task order authorization a detailed description (including specifications) and estimated cost of required additional services such as site survey, topographical survey, or geotechnical investigation. In addition, the engineer will also deliver an estimated time and cost to apply for regulatory permits from local, state or federal authorities. The owner will have the option to utilize their own surveyor, land/servitude acquisition consultant, permit consultant, or geotech firm.

2.3.4 Meeting with the Owner and presenting findings of the Preliminary Design Report.

2.3.5 The Preliminary Engineering Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the task order authorization.

- Five(5) copies of the report for review.
- Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master and Task Order project schedules in Microsoft Project format.
- Two(2) copies of the drawings (11x17 minimum).
- Once the drawing review is complete, submit one copy of the revised drawings plus one(1) electronic file copy of each drawing in AutoCAD format (release 2000 or later) and in PDF format.
- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

2.4 Task Order Final Design

2.4.1 Prepare for incorporation into Contract Documents final drawings based on the accepted preliminary design documents to show the scope, extent, and character of the work to be furnished and performed by Contract (hereinafter called "Drawings") and Specifications which will be prepared in

conformance with the sixteen division format of the Construction Specifications Institute.

- 2.4.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.
- 2.4.3 Preparing the contract/bid document that includes St. Charles Parish's Standardized Construction Contract files and the added engineer's specifications for review and approval by the Owner (and the Owner's legal and other advisors).
- 2.4.4 Meeting with the Owner and presenting the final design.
- 2.4.5 The Final Design Services shall be completed and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the task order authorization.
 - Three(3) copies of the contract/bid document for review.
 - Once the contract/bid document has been finalized, submit two(2) stamped copies of the revised document plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master and Task Order project schedules in Microsoft Project format.
 - Two(2) copies of the drawings – D Size for review.
 - Once the drawing review is complete, submit two stamped copies of the revised drawings plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

2.5 Task Order Bidding

- 2.5.1 Produce Contract Documents (specifications and 22" by 34" drawings) for bidding purposes.
- 2.5.2 Assist Owner as necessary in advertising for and obtaining bids for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend Pre-Bid Conferences and receive and process fees for Bidding Documents. Distribute Bidding Documents to potential bidders.
- 2.5.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 2.5.4 Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (herein called "Contractor") for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 2.5.5 Consult with Owner and confirm in writing the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award is required by the Bidding Documents.
- 2.5.6 Attend the Bid Opening, prepare Bid Tabulation Sheets and assist Owner in evaluating bids or proposals and recommend, in writing, contract awarding. In addition, Engineer shall assemble contract documents as specified in Exhibit E, attached hereto and made a part hereof, for presentation and execution.

2.6 Task Order Construction

- 2.6.1 General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents

Committee. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.

2.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress.

2.6.2.1 Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.

2.6.2.2 The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided in 2.6.3. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.

2.6.3 Defective Work. During such visits and on the basis of such observations, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer 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.

2.6.4 Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents.

- 2.6.5 **Shop Drawings.** Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided in 2.6.3.
- 2.6.6 **Substitutes.** Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.
- 2.6.7 **Inspections and Tests.** Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 2.6.8 **Dispute between Owner and Contractor.** Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 2.6.9 **Applications for Payment.** Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
 - 2.6.9.1 Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
 - 2.6.9.2 By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the

means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided in, but not limited to paragraph 2.6.3.

- 2.6.10 Construction Closeout Document. Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.
- 2.6.11 Inspection. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).
- 2.6.12 Pre-Construction Conference. Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "Construction Drawings"
- 2.6.13 Owner shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.
- 2.6.14 Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.6.1 through 2.6.12 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents, inclusive of but not limited to 2.6.3.
- 2.6.15 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.

2.7 Task Order Close-out and Facility Operation

The Engineer shall:

- 2.7.1 Provide start-up services for the new facility.

- 2.7.2 Prepare training materials and provide training of Owner's staff to operate and maintain the new equipment if specified in the Task Order. Training will consist of classroom and hands-on training using the installed equipment.
 - 2.7.3 Assemble required sets of equipment manufacturer's operation and maintenance manuals if specified in the Task Order.
 - 2.7.4 Assemble required sets of approved shop drawings in proper order if specified in the Task Order.
 - 2.7.5 Provide technical consultation and assistance in correcting warranty items.
 - 2.7.6 Provide assistance in connection with the refining and adjusting of new equipment or system.
 - 2.7.7 Prepare a final set of stamped project drawings reflecting "as built" along with one(1) electronic file copy of these drawings in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "as built".
 - 2.7.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
 - 2.7.9 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.
- 2.8 Resident Engineer and Inspection
- 2.8.1 Engineer shall furnish, if requested, a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. The RPR(s), and the level of support supplied, shall be subject to approval by the Owner.
 - 2.8.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of the Contractor.
 - 2.8.3 The RPR shall be the Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
 - 2.8.4 Duties and Responsibilities of RPR.
 - 2.8.4.1 Schedules. Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - 2.8.4.2 Conferences and Meetings. Attend meetings with Contractor, such as Pre-Construction Conferences, Progress Meetings, Job Conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
 - 2.8.4.3 Liaison:
 - Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.

- Assist in obtaining from Owner additional details or information when required for proper execution of the Work.
- 2.8.4.4 **Shop Drawings and Samples:**
 - Record date of receipt of Shop Drawings and samples.
 - Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
 - Advise Engineer and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.
- 2.8.4.5 **Review of Work, Rejection of Defective Work, Inspection and Test.**
 - Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.
 - Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
 - Accompany visiting inspectors representing public agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
- 2.8.4.6 **Interpretation of Contract Documents.** Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
- 2.8.4.7 **Modifications.** Consider and evaluate Contractor suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer.
- 2.8.4.8 **Records.**
 - Maintain at the job site orderly files for correspondence, reports for job conferences, Shop Drawings, and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.
 - Keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes,

Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer and Owner.

- Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- Keep pictorial record of progress of project.

2.8.4.9 Reports:

- Furnish Engineer and Owner periodic (daily) reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
- Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Directive Changes and Field Orders in accordance with State and Local Laws.
- Report immediately to Engineer and Owner upon the occurrence of any accident.

2.8.4.10 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure as set forth in the Construction Contract for their submission and forward with recommendations to Engineer noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

2.8.4.11 Certificates, Maintenance and Operations Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the times actually installed and in accordance with the Contract Documents, and having this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.

2.8.4.12 Completion.

- Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- Observe that all items on final list have been completed or corrected and make recommendation to Engineer concerning acceptance.

2.8.5 Limitation of Authority.

2.8.5.1 Resident Project Representative

- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.
- Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.

- Shall not undertake any of the responsibilities of Contractor, Sub-Contractor or Contractor's superintendent.
- Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
- Shall not authorize Owner to occupy the project in whole or in part.
- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

3.0 SERVICES OF THE OWNER

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

4.0 COMPENSATION

- 4.1 For performance of Basic Engineering and Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.1 through 2.8.5.1 inclusive, required by the Owner, the Owner shall authorize and pay the Engineer as per the following:
 - 4.1.1 Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer'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 for the following phases:
 - For performing services outlined in Section 2.2, Task Order Conceptual Design, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
 - Thirty percent (30%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
 - For performing services outlined in Section 2.3 Task Order Design Memorandum, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 Task Order Final Design, Paragraphs 2.4.1 through 2.4.5 inclusive, Owner agrees to pay Engineer as follows:
 - Seventy percent (70%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
 - 4.1.1.1 If the Task Order, or any portion thereof, is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0
 - 4.1.2 Owner shall pay Engineer for the performance of Resident Engineering and Inspection as outlined in Section 2,

Paragraphs 2.8 through 2.8.5.1 inclusive, at monthly intervals based on an the hourly rate included in Exhibit C of this Contract. Payment can be billable hours, for a not to exceed amount.

- 4.2 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary Basic Engineering or Resident Engineering and Inspection Services, the Owner shall pay Engineer in accordance with Paragraph 4.2.1 through 4.2.3, based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.
- 4.2.1 For Additional Services provided by the Engineer 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 Engineer based on either the hourly rate included in Exhibit C of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by either billable hours, lump sum, or not to exceed amount.
- 4.2.2 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
- A copy of the Owner's written authorization to perform the service.
 - Timesheets for all hours invoiced.
 - Invoice copies, logs or other substantiation of nonsalary expenses.
- 4.2.3 For Additional Services that Engineer acquires from subcontractors and/or sub consultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, 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 Section 10, Paragraph 10.4 and Section 11, Paragraph 11.4 of this Contract. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
- A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed.
 - Evidence that the subcontractor and/or subconsultant is insured as required by Section 10, Paragraph 10.4 of this Contract.
- 4.2.4 For Additional Engineering described in Section 5, Paragraph 5.1.1, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

- 5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.11 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.11 inclusive.
- 5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and

construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.

5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.2 of this contract.

5.1.2.1 Providing necessary design topographic surveying for the Task Order to obtain existing grading, locations and dimensions of existing structures, and elevation of critical elements.

5.1.2.2 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.

5.1.2.3 Prepare to and serve as an expert witness for the Owner in any litigation.

5.1.2.4 Furnish one or more full time Resident Inspectors who will direct his and/or their efforts toward providing assurance for the owner that the completed project will conform to the requirements of the Contract Documents. This shall not be construed as the actual direction of construction work being performed by the Contractor, nor make the engineers responsible for construction techniques, sequences or procedures or the safety precautions incident thereto. A written resume will be submitted to the Owner for each Resident Inspector assigned to the Project. The Owner retains the right to disapprove the use of any Resident Inspector the owner feels is, for any reason, not qualified.

5.1.2.5 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)

5.1.2.6 Services resulting from significant changes in the general scope, extent or character of the Task Order or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.

5.1.2.7 Providing renderings or models for Owner's use.

5.1.2.8 Preparing documents in addition to those furnished under Design Engineering and Construction Services for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.

5.1.2.9 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.

5.1.2.10 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.

5.1.2.11 Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

6.0 OWNERSHIP OF DOCUMENTS,

- 6.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at anytime during the Task Order and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 6.2 Engineer may retain a set of documents for its files.
- 6.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.
- 6.4 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 Engineer 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.

7.0 TERMINATION.

- 7.1 This Agreement or any Task Order may be terminated by either party upon thirty (30) days written notice.
- 7.2 The Engineer, 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.
- 7.3 The Engineer 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.
- 7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 7.5 Failure to meet agreed delivery dates or authorized extensions pertaining to Contract sections 2.2.8, 2.3.3, and 2.7.9 are considered substantial failures.

8.0 COMPLIANCE WITH LAWS AND ORDINANCE.

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

9.0 SUCCESSORS AND ASSIGNS

- 9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.

10.0 INSURANCE

- 10.1 The Engineer 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 \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the

unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.

- 10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
- 10.3 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.
- 10.4 Engineer 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.
- 10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 10.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

11.0 GENERAL.

- 11.1 The Engineer 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 Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.
- 11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.
- 11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.

11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.

12.0 ACCESS TO SITE.

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

13.0 WARRANTY.

13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements

13.2 If Engineering Services for a task order designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.

13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

14.1 For all claims arising out of or related to this agreement, ENGINEER 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 ENGINEER'S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

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

Larry Cochran
Parish President

WITNESSES:

**CIVIL & ENVIRONMENTAL
CONSULTING ENGINEERS**

Danny J. Hebert, P.E.
President

2019-0030

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a professional service contract with Digital Engineering, for providing all necessary professional engineering services for a hydrologic/hydraulic analysis of the Ormond Oaks area. (Parish Project Number P180802).

WHEREAS, the St. Charles Parish Council desires to minimize or eliminate flooding in the Ormond Oaks section of the Parish including Ormond Boulevard; and,

WHEREAS, the attached Contract between the Parish and Digital Engineering describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Contract between Digital Engineering and St. Charles Parish for services as required by the Department of Public Works is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Professional Services Contract 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 _____, 2019, 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: _____

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the ____ day of _____, 2019, 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 Digital Engineering a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the Hydrologic/Hydraulic Analysis of Ormond Oaks Area project as described in Ordinance No. _____, which is attached hereto and made a part hereof.

1.0 GENERAL

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. The project will be implemented in phases and the Engineer will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, where specified in Engineer’s proposal dated January 25, 2019 (Proposal), which is attached hereto and made a part hereof.

Engineer may begin work upon issuance of a Notice to Proceed. The Owner may terminate the Contract by written notification and without cause per Section 7.0.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

2.1 General

- 2.1.1 Engineer shall provide for Owner professional engineering 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 Engineer. These services will include but will not be limited to serving as Owner’s professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil engineering.
- 2.1.2 In general the Project consists of the planning services shown in the Proposal. The project understanding is described in the Proposal.
- 2.1.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.
- 2.1.4 Engineer shall provide minutes of all meetings with St. Charles Parish.

2.2 Hydrologic/Hydraulic Analysis: Perform the services for the hydrologic/hydraulic analysis described in the Proposal.

3.0 SERVICES OF THE OWNER

- 3.1 Assist the Engineer by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.
- 3.2 Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.

4.0 COMPENSATION

4.1 For performance of Basic Engineering as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the Standard Hourly Rates in the Proposal, and actual time and costs. The not-to-exceed fee is \$50,947.

- 4.2 If the Contract, or any portion thereof, is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0
- 4.3 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
 - 4.3.1 A copy of the Owner's written authorization to perform the service.
 - 4.3.2 Timesheets for all hours invoiced.
 - 4.3.3 Invoice copies, logs or other substantiation of non-salary expenses.
- 4.4 For additional engineering and other services described in Section 5, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.
- 5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING
 - 5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.9 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.9 inclusive.
 - 5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.
 - 5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.4 of this contract.
 - 5.1.2.1 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.
 - 5.1.2.2 Prepare to and serve as an expert witness for the Owner in any litigation.
 - 5.1.2.3 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)
 - 5.1.2.4 Services resulting from significant changes in the general scope, extent or character of the Contract.
 - 5.1.2.5 Providing renderings for Owner's use.
 - 5.1.2.6 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 6.0 OWNERSHIP OF DOCUMENTS
 - 6.1 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 Contract and, shall be delivered to the Owner prior to termination or final completion of the Contract.

6.2 Engineer may retain a set of documents for its files.

6.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.

6.4 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 Engineer 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.

7.0 TERMINATION.

7.1 This Agreement may be terminated by either party upon thirty (30) days written notice.

7.2 The Engineer, 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.

7.3 The Engineer 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.

7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.

7.5 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures.

8.0 COMPLIANCE WITH LAWS AND ORDINANCE.

8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.

9.0 SUCCESSORS AND ASSIGNS

9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.

10.0 INSURANCE

10.1 The Engineer 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 \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.

10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.

10.3 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.

10.4 Engineer 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.

- 10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 10.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

11.0 GENERAL

- 11.1 The Engineer 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 Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.
- 11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.
- 11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.

12.0 ACCESS TO SITE

- 12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and

representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.

13.0 WARRANTY

- 13.1 Engineer warrants that it will perform any design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements
- 13.2 If Engineering Services designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

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

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

Larry Cochran
Parish President

WITNESSES:

Digital Engineering