

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST BERNARD PARISH
AND
DIGITAL ENGINEERING AND IMAGING, INC.**

This Agreement is made and entered into on this _____ day of _____, 2015 by and between ST. BERNARD PARISH, hereinafter called the OWNER, represented by David E. Peralta, Parish President, and DIGITAL ENGINEERING AND IMAGING, INC., an Engineer (Engineering Firm) licensed in the State of Louisiana, hereinafter called the ENGINEER.

All work shall be under the direction of the Director of Public Works, hereinafter called the DIRECTOR, and all deliverables, etc. shall be submitted to him and all approvals and administration of this contract shall be through him.

As provided in this Agreement, ENGINEER will provide professional services for the following project:

“Prepare Guidance on Stormwater Pollution Prevention and Inspection at Construction Sites”.

The purpose of this project is to develop a guidance document outlining requirements for construction contractors to prepare a stormwater pollution prevention plan and also develop criteria for inspection of construction sites to insure implementation and compliance with the proposed stormwater pollution prevention plan.

SECTION 1. THE PROJECT

The OWNER hereby contracts with the ENGINEER to perform the necessary professional services in connection with the Project defined as follows:

PREPARE GUIDANCE ON STORMWATER POLLUTION PREVENTION AND INSPECTION AT CONSTRUCTION SITES

SECTION 2. SERVICES

The ENGINEER shall provide all basic services required to complete the project including the necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this agreement, including attendance by the ENGINEER at project meetings.

PREPARE GUIDANCE ON STORMWATER POLLUTION PREVENTION AND INSPECTION AT CONSTRUCTION SITES

A. TASK 1 – PREPARE GUIDANCE ON STORMWATER POLLUTION PREVENTION AND INSPECTION FOR CONSTRUCTION SITES:

Description: Prepare Guidance for Contractors to develop a Stormwater Pollution Prevention Plan for Construction sites and guidance on construction site inspection for compliance with the proposed Stormwater Pollution Prevention Plan.

Methodology: Develop Guidance for Stormwater Pollution Prevention Plans and Inspection for Construction Sites within St. Bernard Parish.

Milestones: Completion of Guidance for Stormwater Pollution Prevention Plan and Inspection for Construction Sites.
Workshop on Guidance with St. Bernard Parish Public Works and Code Enforcement for Implementation.

Deliverables: Stormwater Pollution Prevention Plan and Construction Site Guidance.
Workshop on Guidance.

SECTION 3. DOCUMENTS:

The ENGINEER shall furnish to the DIRECTOR three (3) hard copies and one (1) electronic

copy of the Draft Stormwater Pollution Prevention Plan and Construction Site Guidance for review and three (3) hard copies and one (1) electronic copy of the Final Stormwater Pollution Prevention Plan and Construction Site Guidance.

All Data collected by the ENGINEER and all documents, notes, drawings, tracings, and files shall remain the property of the ENGINEER except as otherwise provided in SECTION 10 of this Agreement. The ENGINEER shall furnish to the DIRECTOR copies of any project documents requested by the DIRECTOR.

The OWNER shall furnish without charge all information which the OWNER now has in its files which may be of use to the ENGINEER.

SECTION 4. SUPPLEMENTARY SERVICES:

The ENGINEER shall provide, when requested in writing by the DIRECTOR, supplementary services not included in the basic services.

The compensation to the ENGINEER for the above supplemental services, when performed by the ENGINEER's forces, shall be in the form of a lump sum which is mutually agreeable to the OWNER and to the ENGINEER.

If the parties hereto are unable to agree on the basis of such additional work the ENGINEER shall be paid in accordance with the rate schedule established in Attachment A to this contract. In each case, the work is to be initiated only upon receipt of a written work order from the DIRECTOR, which must include the scope of work and a maximum fee that can be charged.

All invoices submitted covering services rendered on an hourly basis shall include time sheets showing actual hours worked by each individual, their classifications and a brief description of the work performed. All other supplemental services shall be invoiced monthly according to percentage of work completed.

Payments to the ENGINEER for Supplementary Services shall be made monthly upon presentation of the invoice for work performed during the preceding month.

SECTION 5. NOTICE TO PROCEED:

The DIRECTOR shall notify the ENGINEER in writing to undertake the services stated in SECTION 2, and the ENGINEER shall commence the services within ten (10) days after receipt of such notification. The work required for the completion of the Prepare Guidance on Stormwater Pollution Prevention and Inspection at Construction Sites as required herein shall be completed within three months following the Notice to Proceed.

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

SECTION 6. PAYMENTS:

For all services outlined in SECTION 2 Prepare Guidance on Stormwater Pollution Prevention and Inspection at Construction Sites, except those in SECTION 4, the OWNER shall pay the ENGINEER a basic lump sum fee of \$25,000.00 as negotiated and agreed upon by both parties.

For each task in SECTION 2 and any other services required for this project, the work is to be initiated only upon receipt of a written Notice to Proceed from the DIRECTOR which must include the scope of work and a maximum fee which can be charged. The maximum cumulative fee that can be charged for all work on this contract, including the work performed under SECTION 4, shall not exceed \$25,000.00, unless increased by contract amendment.

Payment to the ENGINEER shall be prorated as follows:

SERVICES

Fixed Engineering Fee: \$25,000.00

Task 1 – Prepare Guidance on Stormwater Pollution Prevention and Inspection for
Construction Sites (Lump Sum) \$25,000.00

SECTION 7. FUNDS:

Payment to the ENGINEER under this contract shall be contingent upon the availability of funds. This agreement is partially funded through a Grant from the Lake Pontchartrain Restoration Program.

SECTION 8. TERMINATION OR SUSPENSION:

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the OWNER and all payments required to be made to the ENGINEER have been made; but this contract may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the OWNER as a consequence of the failure of the ENGINEER to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the ENGINEER.
3. By either party upon failure of the other party to fulfill its obligations as set forth in their contract.
4. In the event of the abandonment of the project by the OWNER.
5. In the event ENGINEER does not maintain a valid Louisiana Engineering License.
6. Upon thirty (30) day written notice by OWNER to ENGINEER.

This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or one (1) year from the date of its execution, which ever event occurs first, unless extended by amendment.

Upon termination the ENGINEER shall be paid for actual work performed prior to the notice of termination on a pro-rata share of the basic fee based on the phase or percentage of work actually completed.

Upon termination under Item 2 above, the ENGINEER shall deliver to the OWNER all original documents, notes, drawings, tracings, computer files, and files except the ENGINEER's personal and administrative files.

Should the OWNER desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) days notice given by the DIRECTOR in writing to that effect, and the work may be reinstated and resumed in full force and effect upon receipt from the DIRECTOR of thirty (30) days notice in writing to that effect. ENGINEER shall receive no additional compensation.

SECTION 9. INSURANCE:

The ENGINEER shall secure and maintain at his expense such insurance that will protect him, and the OWNER, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the OWNER and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to St. Bernard Parish, in writing, on all of the required coverages provided to St. Bernard Parish.

A. ALL POLICIES AND CERTIFICATES OF INSURANCE OF THE ENGINEER SHALL CONTAIN THE FOLLOWING CLAUSES:

1. The ENGINEER insurers will have no right of recovery or subrogation against St. Bernard Parish, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
 2. St. Bernard Parish shall be named as additional insured as regards to automobile and general liability with respect to negligence by the ENGINEER [ISO Forms CG 20 10 (Form B)].
 3. The insurance companies issuing the policy or policies shall have no recourse against St. Bernard Parish for payment of any premiums or for assessments under any form of policy.
 4. Any and all deductible in the below described insurance policies shall be assumed by and be at the sole risk of the ENGINEER.
- B. Prior to the execution of this agreement the ENGINEER, shall provide at its own expense,

proof of the following insurance coverage required by the contract to the St. Bernard Parish by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than A:VI. This requirement will be waived for worker's compensation coverage only for those engineers whose worker's compensation coverage is placed with companies who participate in the State of Louisiana Worker's Compensation Assigned Risk Pool or the Louisiana Worker's Compensation Corporation.

1. Worker's Compensation Insurance:
As required by Louisiana State Statute exception; employer's liability shall be at least \$500,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than \$500,000 per occurrence.
2. Commercial General Liability Insurance with a Combined Single Limit of at least \$1,000,000.00 per Occurrence for bodily injury and property damage and a minimum general aggregate of \$2,000,000. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:
 - a) Premises – operations;
 - b) Broad form contractual liability;
 - c) Products and completed operations;
 - d) Use of contractors and sub-contractors;
 - e) Personal Injury;
 - f) Broad form property damage;
 - g) Explosion, collapse and underground [XCU] coverage.

NOTE: On the certificate of insurance, under the description of operations, the following wording is required: "The aggregate loss limit applies to each project or a copy of ISO Form CG 25 03 [ed. 11-85 or latest form] shall be submitted."

3. Business Automobile Liability Insurance with a Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:
 - a) Any automobiles;
 - b) Owned automobiles;
 - c) Hired automobiles;
 - d) Non-owned automobiles;
 - e) Uninsured motorist.
4. An umbrella policy or excess may be used to meet minimum requirements.
5. The ENGINEER shall also secure and maintain at his expense professional liability insurance in the sum of at least One Million Dollars (\$1,000,000.00) per occurrence and \$2,000,000 aggregate.

Upon failure of an ENGINEER to furnish, to deliver and maintain such insurance as above provided, this contract, at the election of St. Bernard Parish, may be forthwith declared suspended, discontinued or terminated. Failure of the ENGINEER to take out and/or to maintain insurance shall not relieve the ENGINEER from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the ENGINEER concerning indemnification.

Section 10. GENERAL:

The ENGINEER shall, at all times during the term of this contract, maintain a valid Louisiana Engineering License.

The professional and technical adequacy and accuracy of documents, and other work products furnished under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession.

It is understood and agreed by the parties hereto that the ENGINEER is entering into this agreement in the capacity of an independent contractor. While in the performance of services or carrying out other obligations under this agreement, the ENGINEER shall be acting in the capacity of independent contractors and not as employees of St. Bernard Parish. The OWNER shall not be obliged 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, dealings with other agencies, and administration and control of construction

contracts as intended by the provisions of SECTION 2 hereof.

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.

This agreement shall be binding upon the successors and assigns for the parties hereto. 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.


This agreement represents the entire Agreement between OWNER and ENGINEER. This Agreement may be amended only by authority of St Bernard Parish and in writing, signed by both OWNER and ENGINEER.

This agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The ENGINEER hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person.

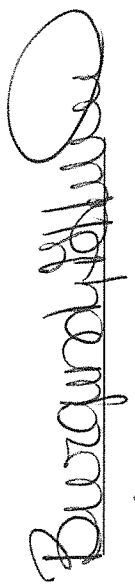

SECTION. 11:

This agreement is executed in four (4) originals. IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

WITNESSES

ST BERNARD PARISH
BY 
David E. Peralta
Parish President

Digital Engineering & Imaging, Inc.


BY 
Thomas P. Hickey, P.E.
President



**ATTACHMENT A
STANDARD HOURLY RATES SCHEDULE**

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Attachment A and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.
3. The Standard Hourly Rates apply only as specified in Section 4 – Supplementary Services of the Agreement.

B. Schedule

Hourly rates for services performed on or after the date of the Agreement are:

Category	Billing Rate
Principal-----	\$220.00
Project Manager-----	\$175.00
Lead Engineer-----	\$145.00
Associate Engineer-----	\$130.00
Lead Professional-----	\$125.00
Associate Professional-----	\$110.00
Field Technician-----	\$75.00
Admin/Clerical-----	\$60.00
CAD Technician-----	\$75.00

The above hourly billing rates may be updated no more than once per year from the date of execution of this agreement.