

**LAFOURCHE PARISH COUNCIL
FEBRUARY 23, 2010
UNANIMOUS AGENDA**

A. RESOLUTIONS:

1. **RESOLUTION approving an agreement for professional services between Picciola & Associates, Inc., and Lafourche Parish Government to provide engineering services for Twin Oaks Drainage Project;** and authorizing the Parish President to sign, execute and administer said contract and any and all relevant documents and amendments. (L. TOUPS FOR ADMINISTRATION)

2. **RESOLUTION approving an agreement for professional services between Duplantis Design Group, PC and Lafourche Parish Government to provide preliminary engineering for a cost estimate for a bulkhead at North American Shipyard on Industrial Boulevard along Bayou Lafourche/GIWW;** and authorizing the Parish President to sign, execute and administer said contract and any and all relevant documents. (P. GOUAUX FOR ADMINISTRATION)

ITEM 1

On motion by _____, seconded by _____, the following resolution was introduced and adopted;

RESOLUTION NO. ____

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN PICCIOLA & ASSOCIATES, INC., AND LAFOURCHE PARISH GOVERNMENT TO PROVIDE ENGINEERING SERVICES FOR TWIN OAKS DRAINAGE PROJECT; AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE, AND ADMINISTER SAID CONTRACT AND ANY AND ALL RELEVANT DOCUMENTS AND AMENDMENTS.

WHEREAS, a professional engineer is required for services related to improving drainage at Twin Oaks and the surrounding area;

WHEREAS, this resolution was sponsored for administration by Mr. Lindel Toups, Councilman, District 6; and,

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council approves hiring Picciola & Associates, Inc., to provide engineering services for the Twin Oaks Drainage Project authorizes the Parish President to sign, execute, and administer said contract and any and all relevant documents and amendments.



THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in regular session on February 23, 2009, and does hereby approve hiring Picciola & Associates, Inc., to provide engineering services for the Twin Oaks Drainage Project and authorizes the Parish President to sign, execute, and administer said contract any and all relevant documents and amendments.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to Picciola & Associates, Inc., P.O. Box 687, Cut Off, LA 70345; and the Lafourche Parish Government Office of the Parish Administrator.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____.

ITEM 1

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____ adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2010.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

ITEM 1

STATE OF LOUISIANA

PARISH OF LAFOURCHE

This CONTRACT entered into by the LAFOURCHE PARISH GOVERNMENT of the STATE of LOUISIANA, duly created in accordance with the constitution and laws of the State of Louisiana, herein represented by Charlotte A. Randolph, Parish President, hereinafter referred to as the "Owner";

AND

PICCIOLA & ASSOCIATES, INC. a Louisiana Corporation with its principal place of business in the Parish of Lafourche, State of Louisiana, herein represented by Joseph C. Picciola II, President; (hereinafter referred to as ENGINEER);

WITNESSETH:

WHEREAS, OWNER is desirous of obtaining engineering services in connection with the Twin Oaks Drainage Project, as required by the Public Contract Law of the State of Louisiana, as specifically defined and authorized by OWNER for the following project:

“TWIN OAKS DRAINAGE PROJECT”

WHEREAS, the services of an engineering firm and project management are needed to assist with the project, all as covered in the following provisions of this contract.

NOW, THEREFORE, OWNER and ENGINEER, for the consideration hereinafter expressed, agree as follows:

ARTICLE I – EMPLOYMENT OF ENGINEER

ENGINEER agrees to perform the necessary professional services hereinafter set forth in Article II, Article III and Article IV of this agreement as authorized by OWNER in writing.

ARTICLE II – CHARACTER AND EXTENT OF ENGINEERING SERVICES

ENGINEER shall perform the professional services as hereinafter set forth:

- A. PRELIMINARY PHASE
 1. Inspection of the area of project;
 2. Discussion of scheduling;

ITEM 1

3. Planning for and assisting OWNER in procuring the necessary reconnaissance surveys, field investigations and permits;
4. Preparation of preliminary engineering studies and designs to be submitted to OWNER;
5. Preparation of preliminary layouts, sketches, and a general outline of work to be performed;
6. Preparation of preliminary cost estimates of the project;
7. Furnish recommendations to OWNER;

B. DESIGN PHASE

1. Detailed conference with OWNER;
2. Prepare detailed drawings to show the character and extent of the work to be performed by the Contractor on the project (hereinafter referred to as Plans);
3. Prepare instructions to bidders, general conditions, general provisions, special provisions and technical provisions (all of which are hereinafter referred to as Specifications);
4. Furnish OWNER with such documents and design data as may be required, and assist in the preparation of required documents so that OWNER may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the project;
5. Advise OWNER of any adjustments of the cost estimate for the project, caused by changes in scope, conditions, design requirements or construction costs and furnish a revised cost estimate for the project based on final plans and specifications;
6. Prepare proposal forms and notice to bidders and assist in the preparation of contract documents;
7. Furnish four (4) copies of plans and specifications and other contract drawings for final review to OWNER;
8. Planning for and assisting OWNER in procuring information necessary for design. This information may include soil investigations, field surveys, compiling of owner's records or other special services;
9. Advise OWNER of right of way and on-site requirements necessary for OWNER to provide in order to complete the project;

C. CONSTRUCTION PHASE

ITEM 1

1. Assist OWNER in securing bids, tabulation of same, analysis of bid results and furnishing of recommendations on the award of the construction contracts;
2. Assist in preparation of formal documents for the award of construction contracts;
3. Consult with OWNER and advise OWNER as to the progress of work during construction, and act as OWNER's representative. All of OWNER's instructions to Contractor shall be issued through ENGINEER who shall have authority to act on behalf of OWNER at OWNER's request;
4. Make periodic visits to site to observe progress and quality of work and to determine in general if work is proceeding in accordance with contract documents. He will not be responsible for construction methods, procedure, safety precautions and programs incident thereto. His efforts will be directed toward providing assurance for OWNER that the completed project will conform to the requirements of the contract documents. He will keep OWNER informed of the work and will endeavor to guard OWNER against defects and deficiencies in the work as failing to conform to the contract documents;
5. Review and approve shop drawings, catalogue data, samples, results of tests and inspections and other data which the 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;
6. Will act as interpreter of the terms and conditions of the contract documents and evaluate the Contractor's performance thereunder and will recommend decisions on all claims of OWNER and the Contractor relating to the execution and progress of the work and all other matters and questions related thereto; but ENGINEER will not be liable for the results of any such interpretations or decisions rendered by him in good faith;
7. Approve and render to OWNER certificates of payments to Contractor in accordance with the terms of the construction contract;
8. Check detailed construction drawings and shop and erection drawings submitted by Contractor for compliance with design concept;
9. Preparation of As-Built drawings of projects;
10. Change orders will be approved only by OWNER and project manager;

D. SPECIAL SERVICES

ITEM 1

Included as special services are the following:

1. Soil Investigations, including soil borings, related analysis and recommendations;
2. Detailed mill, shop and/or laboratory inspection of materials and equipment;
3. Land surveys, including establishment of boundaries and monuments and related office computations and drafting and right of way maps;
4. Field surveys, photogrammetry and field layouts of construction;
5. Technical inspection of construction by a full time resident engineer or inspector and supporting staff as required who will inspect upon agreement between OWNER and ENGINEER. OWNER may hire its own inspectors if it so desires;
6. Additional copies of reports, contract drawings, and documents above those required for the basic services provisions;
7. Assist OWNER as expert witness in litigation arising from the development or construction of the project;
8. Additional or extended services made necessary due to Acts of God or other causes during construction and/or default by Contractor;
9. Additional services required due to re-bidding or other expenses imposed on ENGINEER due to delays or causes beyond his control;
10. Additional or extended services made necessary due to the Contractor's failure to complete the project within the time set forth in the construction contract between the Contractor and OWNER, but limited to services actually rendered after actual construction efforts have extended past the number of days allowed for completion of the contract as set forth in the construction contract between OWNER and Contractor and/or Sub-Contractors.

ARTICLE III – CHARACTER AND EXTENT OF PROJECT MANAGEMENT SERVICES

ENGINEER shall perform the project management services as hereinafter set forth:

1. Confer with Owner to review his desires and requirements.

ITEM 1

2. Assist Owner in obtaining the required approvals from Federal, State and Parish Agencies.
3. Assist engineering coordination with contractors, material suppliers, testing labs and utility companies.
4. Assist Owner in monitoring project cost.
5. Coordination of construction scheduling with contractors.
6. Be responsible for the general administration of the project.
7. Provide consultation and advice during the entire project.

ARTICLE IV – COMPENSATION

Payment to the ENGINEER for basic services under Article II and III.

1. Preliminary Study Engineering fees shall be Lump Sum Fee in the amount of \$29,899.50.
2. Basic Service Engineering fees for this project shall be 7% of the construction cost for labor and materials and shall be apportioned as follows:
 - (1) Study and Report - 5% of BASIC COMPENSATION
 - (2) Preliminary Phase - 15% of BASIC COMPENSTION
 - (3) Design Phase - 60% of BASIC COMPENSATION
 - (4) Construction Phase - 20% of BASIC COMPENSATION
3. Survey and base map preparation fee under Article III-D-3 shall be 2.0% of the construction cost for labor and materials.
4. Resident inspection service fee under Article III-D-5 shall be 3.0% of the construction cost of labor and material.

ARTICLE V – INSURANCE

ENGINEER shall carry the generally accepted amount of workmen's compensation insurance and public liability, property damage and automotive vehicle insurance. ENGINEER shall comply with all requirements of federal, state and local laws. A schedule of current coverage is detailed in Exhibit A.

ARTICLE VI – SOURCES OF FEES

All fees paid herein shall be payable out of any funds available to OWNER.

ITEM 1

ARTICLE VII – OWNERSHIP OF DOCUMENTS

Original drawings and specifications as instruments of service are the property of ENGINEER whether the work for which they are made is executed or not. As heretofore specified in the Agreement, OWNER shall be furnished copies of these drawings and specifications and reproductions of working drawings; however, the said copies shall remain the property of ENGINEER. OWNER shall be entitled to maintain copies of all plans and specifications for their own use only.

ARTICLE VIII – TERMINATION OF CONTRACT

- A. This contract shall remain in effect until the completion of project awarded; however, either party may elect to cancel upon first giving thirty (30) days written notice of its intention to so cancel.
- B. However, in the event that all other engineering services are terminated as provided above, after the commencement of the design phase of a construction project, then it is agreed that ENGINEER will furnish the engineering services provided in Article II, until the termination of the construction phase for the particular construction project.

ARTICLE IX – SUCCESSORS AND ASSIGNMENTS

Neither OWNER nor ENGINEER shall assign their rights or interest herein without a written agreement. The provisions herein shall be binding on the parties hereto, their successors or assigns.

THUS DONE AND SIGNED at Cut Off, Louisiana in the presence of the undersigned competent witnesses, on this ____ day of _____, 2010.

Witnesses:

LAFOURCHE PARISH
GOVERNMENT

By: _____
Charlotte A. Randolph
Parish President

Date: _____

PICCIOLA & ASSOCIATES, INC

By: _____
Joseph C. Picciola, II
President

Date: _____

ITEM 1

EXHIBIT "A"

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By ENGINEER:

a. Workers' Compensation:	Statutory
b. Employer's Liability --	
1) Each Accident	<u>\$1,000,000.00</u>
2) Disease, Policy Limit:	<u>\$ N/A</u>
3) Disease, Each Employee:	<u>\$ N/A</u>
c. General Liability --	
1) Each Occurrence (Bodily Injury and Property Damage):	<u>\$1,000,000.00</u>
2) General Aggregate:	<u>\$1,000,000.00</u>
d. Excess or Umbrella Liability --	
1) Each Occurrence:	<u>\$1,000,000.00</u>
2) General Aggregate:	<u>\$1,000,000.00</u>
e. Automobile Liability --	
1) Bodily Injury:	
a) Each Accident	<u>\$1,000,000.00</u>
2) Property Damage:	
a) Each Accident	<u>\$1,000,000.00</u>
(or)	
1) Combined Single Limit (Bodily Injury and Property Damage):	
Each Accident	<u>\$ N/A</u>
f. Other (specify):	
Architects/Engineers Professional Liability	<u>\$2,000,000.00</u>

ITEM 1

EXHIBIT "B"

RATE SCHEDULE

JANUARY 1, 2009

OFFICE PERSONNEL

Registered Professional Engineer - Principal	\$ 175.00 per hour
Registered Professional Engineer	\$ 115.00 per hour
Registered Land Surveyor	\$ 100.00 per hour
Project Engineer, EIT	\$ 75.00 per hour
Project Manager	\$ 85.00 per hour
Surveying Technician	\$ 70.00 per hour
Inspectors	\$ 55.00 per hour
CADD Lead Technician	\$ 65.00 per hour
CADD Drafter	\$ 50.00 per hour
Computer Technician	\$ 80.00 per hour
Stenographer	\$ 45.00 per hour

FIELD PERSONNEL

2 Man Survey Party (Party Chief, Instrument Man, plus standard equipment)	\$ 110.00 per hour
3 Man Survey Party (Party Chief, Instrument Man, Rodman, plus standard equipment)	\$ 140.00 per hour
4 Man Survey Party (Party Chief, Instrument Man, 2 Rodmen, plus standard equipment)	\$ 170.00 per hour
Party Chief	\$ 65.00 per hour
Instrument Man	\$ 55.00 per hour
Rodman/Chainman	\$ 45.00 per hour

ITEM 1

EQUIPMENT NOT INCLUDED IN STANDARD EQUIPMENT

Automobiles	\$ 10.00 per hour
Survey Party Vehicles	\$ 10.00 per hour
Computer and Plotter	\$ 15.00 per hour
GPS (Trimble 5700)	\$ 500.00 per day
Additional Transit and/or Level to above provided with Survey Crew, Each	\$ 50.00 per day
Radio Transmitter and Receiver Units, Each	\$ 15.00 per day
Chainsaw w/Fuel	\$ 100.00 per day
Metal Detector	\$ 45.00 per day
Pirogue	\$ 45.00 per day
14' Aluminum Skiff	\$ 75.00 per day
15 to 25 H.P. Outboard Motor w/Fuel	\$ 100.00 per day
17' to 20' Boat, Motor and Fuel	\$ 400.00 per day
Tractor	\$ 200.00 per day
Bush Hog	\$ 75.00 per day
All Terrain Vehicle	\$ 100.00 per day
Argo (6 wheel marsh buggy)	\$ 400.00 per day
Marsh Buggy (Rental)	\$ 800.00 per day
Magnetometer (Rental)	\$ 800.00 per day

SURVEY SUPPLIES

1x2 Hub	\$ 0.50 each
1x1x4' Wooden Stake	\$ 0.75 each
1x1x8' Wooden Stake	\$ 1.25 each
2x2x16' Wooden Stake	\$ 4.00 each
Cane Poles	\$ 3.00 each
Flagging	\$ 1.50 each
1/2" Iron Rod	\$ 1.00 each
3/4" G.I.P.	\$ 2.50 each

ITEM 1

REPRODUCTION

Blueline Prints:

Prints from 0-6 Sq. Ft.	\$ 8.00 each
Prints from 6-12 Sq. Ft.	\$ 10.00 each
Photo Copies	\$ 1.50 each
Vellum	\$ 36.00 each
Color Bond	\$ 21.00 each
11x17 Black Line Charge	\$ 3.00 each
11x17 Color Line Charge	\$ 10.00 each

ADDITIONAL

1. Charges will commence at departure and will terminate at return to office in Cut Off, Louisiana.
2. Overtime may be charged for weekend and legal holidays.
3. When operating from a base other than our Cut Off office, per diem will be charged at a rate of \$30.00 per calendar day per man subsistence plus lodging expenses.
4. Special services furnished by others shall be charged at the actual cost plus coordination fees based on the applicable hourly rate.

ITEM 2

On motion by _____, seconded by _____, the following resolution was introduced and adopted;

RESOLUTION NO. ____

A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN DUPLANTIS DESIGN GROUP, PC AND LAFOURCHE PARISH GOVERNMENT TO PROVIDE PRELIMINARY ENGINEERING FOR A COST ESTIMATE FOR A BULKHEAD AT NORTH AMERICAN SHIPYARD ON INDUSTRIAL BOULEVARD ALONG BAYOU LAFOURCHE/GIWW; AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE, AND ADMINISTER SAID CONTRACT AND ANY AND ALL RELEVANT DOCUMENTS.

WHEREAS, hiring an engineering firm is necessary to provide preliminary engineering services for a bulkhead at North American Shipyard on Industrial Boulevard all along Bayou Lafourche/GIWW; and

WHEREAS, this will be paid out of Road Sales Tax District 2 funding; and

WHEREAS, this resolution was sponsored for administration by Mr. Phillip Gouaux, Councilman, District 7; and,

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council approves the hiring of Duplantis Design Group, PC to provide preliminary engineering services for the cost estimates for a bulkhead at North American Shipyard on Industrial Boulevard along Bayou Lafourche/GIWW and authorizes the Parish President to sign, execute, and administer said contract and any and all relevant documents and amendments.



THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in regular session on February 23, 2010, and does hereby approve hiring Duplantis Design Group, PC to provide preliminary engineering services for the installation of a bulkhead at North American Shipyard on Industrial Boulevard along Bayou Lafourche/GIWW and authorizes the Parish President to sign, execute, and administer said contract and any and all relevant documents and amendments.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to Duplantis Design Group, PC, 314 East Bayou Road, Thibodaux, LA 70301; and the Lafourche Parish Government Office of the Parish Administrator.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

ITEM 2

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____.

**DANIEL LORRAINE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____ adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2010.

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

ITEM 2

STATE OF LOUISIANA

PARISH OF LAFOURCHE

THIS CONTRACT entered into by and between LAFOURCHE PARISH GOVERNMENT, a body corporate and a political subdivision of the State of Louisiana, herein represented by its President, Charlotte A. Randolph, duly authorized hereunto by resolution of the Council of said Parish, a certified copy of which is attached hereto (hereinafter referred to as OWNER);

AND

DUPLANTIS DESIGN GROUP, PC., represented herein by David L. Duplantis, P.E., a Louisiana corporation with its principal place of business in the Parish of Lafourche, State of Louisiana, whose mailing address is 314 East Bayou Road, Thibodaux, Louisiana; (hereinafter referred to as ENGINEER);

WITNESSETH:

WHEREAS, once engineering services, as defined in this Agreement, have been completed and Engineer has been paid, this Agreement shall be deemed terminated;

WHEREAS, the OWNER is desirous of obtaining engineering services in connection with the planning, design, and construction of said project as specifically defined and authorized by OWNER for the following project:

**Bulkhead
North American Shipyard
On Industrial Boulevard along Bayou Lafourche/GIWW**

WHEREAS, the services of an engineering firm are needed to assist with the preliminary stages of the project, all as covered in the following provisions of this Contract.

NOW, THEREFORE, the OWNER and ENGINEER, for the consideration hereinafter expressed, agree as follows:

ARTICLE I. EMPLOYMENT OF ENGINEER

The ENGINEER agrees to perform the necessary professional services as defined in this agreement as authorized by OWNER in writing.

ARTICLE II. CHARACTER AND EXTENT OF SERVICES

The ENGINEER shall perform the professional services as hereinafter set forth:

A. BASIC SERVICES - PRELIMINARY PHASE

ITEM 2

Engineer shall proceed with Preliminary Phase services of the contract when approved by council and all contract documents are signed.

1. Confer with OWNER to review his desires and requirements;
2. Inspection of the area of project;
3. Discussion of scheduling;
4. Planning for assisting OWNER in procuring the necessary reconnaissance surveys and other field investigations and permits;
5. Preparation of preliminary engineering studies and designs to be submitted to OWNER and other required approving and regulatory agencies for review and approval;
6. Preparation of preliminary layouts, sketches, and a general outline of work to be performed;
7. Preparation of preliminary cost estimates of the project;
8. Furnish recommendations to OWNER to include the cost to build bulkhead along Industrial Road along Bayou Lafourche and a separate cost estimate to bulkhead along the Intracoastal side.

ARTICLE III. COMPENSATION

1. Basic service engineering fees will be as stipulated in the proposal.
2. Payments shall be monthly on estimates of progress of that portion of the Engineering work which has been performed and adjusted to the construction bid price, then again to the final construction value, if applicable.

ARTICLE IV. INSURANCE

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. Engineer shall, at his expense, maintain liability insurance, property damage and automotive vehicle insurance generally required by the Owner. ENGINEER shall comply with all requirements of federal, state, and local laws. A certificate of ENGINEER'S current insurance coverages is detailed on Exhibit B. Vendor shall furnish Government with certificates of insurance evidencing the coverage and conditions required by this agreement.

GENERAL REQUIRMENTS

Each of the insurance policies maintained by Contractor for work/services performed under this agreement must be endorsed as follows, in addition to any other requirements:

- A. To provide to Lafourche Parish Government thirty (30) days written notice of cancellation, reduction of coverage or material change.

ITEM 2

- B. For liabilities and indemnities assumed by Contractor under this agreement, Contractor's Insurance policies (except with respects to Worker's Compensation and Employer's Liability) shall name Lafourche Parish Government as additional insured.
- C. For liabilities and indemnities assumed by Lafourche Parish Government under this agreement, Contractors insurance policies shall provide that the Contractors' insurers waive their rights of subrogation against Lafourche Parish Government and their insurers.
- D. It is understood and agreed that (i) such insurance provided by Contractor shall be primary to and receive no contribution from any insurance maintained by or on behalf of Contractor, and (ii) Lafourche Parish Government shall not be responsible or liable for any deductibles, self insured retentions and/or premiums of Contractor's insurance.
- E. It is further understood and agreed that such insurance provided by Contractor shall not be reduced, voided, waived or in any other manner limited with respect to Government if Contractor violates any warranties, terms or conditions of Contractor's insurance policies.
- F. Lafourche Parish Government reserves the right to require complete, certified copies of all required insurance policies, at any time.
- G. Any deductibles or self-insured retentions must be declared and approved by Lafourche Parish Government. Prior to entering into this agreement, and at the option of the Lafourche Parish Government either, the Parish shall accept and approve the deductible or self-insured retention, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Parish, or the vendor shall procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expense.
- H. Insurance is to be placed with insurers with an A. M. Best's Rating or no less than A:VII. This requirement could be waived for workers' compensation coverage only for those vendors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Assigned Risk Pool or Louisiana Workers' Compensation Corporation.
- I. Vendor shall furnish Government with certificates of insurance evidencing the coverage and conditions required by this agreement. Commencement of project/work without the required certificates of insurance, or without compliance with any other provision of this agreement, shall not constitute a waiver by Government of any rights to this agreement.

MINIMUM INSURANCE REQUIREMENTS

The required limits for coverage are as follows:

- A. Workers' Compensation, as required by statute, and Employee's Liability Insurance, \$1,000,000 limits, covering Contractor's employees engaging in work/services under this agreement in compliance with applicable state, federal and/or maritime laws. Lafourche Parish Government shall be provided with a waiver of subrogation as well as listed as Alternate Employer. Contractor expressly agrees to comply with all provision of the Workers' Compensation Laws of the state or federal jurisdiction where the work/service is

ITEM 2

being performed. For work/services performed on or near water, and where applicable, the policy should be endorsed to provide the Harbor Workers' Compensation Act, and/or Maritime Operations coverage, Maritime Employer's Liability Including wages, maintenance and transportation, and coverage for Master and Crews.

- B. Automobile Liability Insurance, \$1,000,000 limit, covering owned vehicles, leased, non-owned and hired vehicles.
- C. Commercial General Liability insurance, \$1,000,000 limit, covering 3rd party bodily injury and property damage to include the following:
 - Premises and Operations coverage;
 - Contractual Liability covering liabilities assumed under this Agreement;
 - Products and Completed Operations Coverage;
 - Action Over/Indemnity Buyback/
 - Underground resources liability endorsement (when applicable);
 - Broad form property damage;
 - Pollution liability coverage.
- D. Aircraft Liability insurance when aircraft (including fixed wing and helicopters) that are owned, rented or chartered are used in the operation under this agreement. The required limit of liability is \$10,000,000 combined single limit to include passenger liability. If owned aircraft are utilized, then a waiver of subrogation in favor of Government should also be provided for Hull Damage to the craft.
- E. Marine Liability, Charters Legal Liability, and Towers Liability insurance when tugs, vessels or barges that are owned, rented, or chartered are used in the operations under this agreement. The required limit of liability is \$10,000,000 which can be provided under a separate, stand alone policy or under Contractor's Commercial General Liability or Excess/Umbrella Liability Coverage.
- F. Watercraft Hull Damage insurance if owned watercraft are utilized, including a waiver of subrogation in favor of Lafourche Parish Government.
- G. Architect, Engineers, and other Professionals shall maintain Professional Liability Coverage with limits of \$1,000,000. This coverage shall extend to all professional subcontractors employed by Professionals contracted with Lafourche Parish Government.
- H. Minimum required limits can be obtained either with primary policies, and/or combination with excess or umbrella policies.

All policies of insurance shall meet the requirements of the Parish of Lafourche prior to the commencing of any work. The Parish of Lafourche has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to the Parish of Lafourche as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the Parish of Lafourche, the ENGINEER shall promptly obtain a new policy, submit the same to the Parish of Lafourche for approval and submit a certificate thereof as provided above.

ITEM 2

Upon failure of the ENGINEER to furnish, to deliver and maintain such insurance as above provided, this contract, at the election of the Parish of Lafourche, 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.

ARTICLE V. SOURCES OF FEES

All fees to be paid herein shall be payable out of the Road Sales Tax District 2 and payment shall be contingent on whether sufficient funds for payment are in existence at the time the debt is incurred.

ARTICLE VI. TERMINATION OF CONTRACT

- A. This Contract shall remain in effect until the completion of this project awarded; however, either party may elect to cancel upon first giving thirty (30) days written notice of its intention to so cancel;
- B. However, in the event that all other engineering services are terminated as provided above, after the commencement of the design phase of a construction project, then it is agreed that ENGINEER will furnish the engineering services as specified within this agreement, until the termination of the construction phase for the particular construction project.

Should the OWNER desire to suspend the work, but not terminate the contract, the owner may with thirty (30) days written notice suspend the work. The work may be reinstated and resumed in full force and effect with written notification by the Parish President. ENGINEER shall receive no additional compensation.

ARTICLE VII. SUCCESSORS AND ASSIGNMENTS

Neither OWNER nor ENGINEER shall assign their rights or interests herein without a written agreement. The provisions herein shall be binding on the parties hereto, their successors or assigns.

THUS DONE AND SIGNED at _____, Louisiana, in the presence of the undersigned competent witnesses, on this _____ day of _____, 20____.

WITNESSES:

LAFOURCHE PARISH GOVERNMENT

By: _____
Charlotte A. Randolph
Parish President

ITEM 2

DUPLANTIS DESIGN GROUP, PC

By: _____
David L. Duplantis, P.E.
Owner

ITEM 2

February 22, 2010

Mrs. Charlotte Randolph
Parish President
Lafourche Parish Government
402 Green Street
Thibodaux, LA 70302

Re: North American Bulkhead
Industrial Boulevard on Bayou Lafourche Side and Intracoastal
Lafourche Parish, LA
DDG Project # 10-148

Dear Charlotte,

Duplantis Design Group, P.C. (DDG) appreciates the opportunity to provide this proposal for preliminary services for the potential replacement of existing bulkhead along the Industrial Canal. The location and description of the proposed improvements are outlined below based on our conversations with Crystal Chiasson and Terry Arabie.

Project Assumptions:

- The existing bulkhead will need to be replaced. There is approximately 800' of bulkhead along Bayou Lafourche and 600' along the Intracoastal which needs to be replaced.
- The bulkhead has become unstable over time. Erosion is occurring to the adjacent street shoulder.
- The parish is requesting DDG prepare a preliminary cost estimate in order to determine the potential cost of the project.
- In order to determine reliable project cost, it is anticipated a limited amount of geotechnical information will be necessary. It is also anticipated a limited amount of surveying information will also be necessary.

Project Scope:

Below is our understanding of the scope of the proposed project.

1. DDG has scheduled a meeting at the project site with Mr. Terry Arabie for Wednesday, February 24, 2010. The purpose of this meeting is to understand the history of the project from the parish's perspective. DDG will document the existing site conditions.
2. It is our understanding the United States Army Corps of Engineers (USACOE) has reviewed the project with the parish. The USACOE has indicated in order to provide for an adequate shoulder the most practical solution is to replace the bulkhead with a new bulkhead on the water side. This will require construction of the bulkhead in the water potentially. DDG will schedule a meeting with USACOE to address their concerns in the cost estimate.
3. In order to provide accurate cost for the bulkhead replacement, it is anticipated a limited amount of geotechnical information will be necessary. It is anticipated 4 to 6 borings along the project site will be necessary to provide a depth to the pilings necessary to support the bulkhead. DDG has included a budget price for this service.

ITEM 2

Mrs. Charlotte Randolph
North American Bulkhead
DDG Project No. 10-148
February 22, 2010
Page 2

4. The project will also require a survey of the project site. The survey will define the area included in the project. The survey will also provide information to DDG in order to determine the amount of fill material necessary to complete the project. DDG has included a budget number for this service.
5. DDG will provide a limited amount of design services to determine quantities necessary to develop the cost estimate. DDG will meet with the parish's representative through the development of the cost estimate to keep the parish informed of our progress. DDG will provide the parish with a cost estimate for the project.
6. This project is for preliminary services only. This project scope and estimated cost do not represent any work to be completed beyond the preliminary phase.

Services Provided:

- DDG will provide a limited geotechnical investigation through Stratum Engineering, LLC.
- DDG, through its sister company Acadia Land Surveying, will provide topographic surveys of the proposed project areas.
- DDG will provide limited design documents and a cost estimate.

Fee Proposal: DDG proposes to provide the services described above on an hourly basis with a not to exceed maximum of **\$35,000.00**.

Fees for additional services not specifically described above shall be billed at an hourly rate in accordance with the attached rate schedule.

Invoices will be sent on a monthly basis. Payment is due no later than thirty (30) days from the invoice date. Amounts unpaid over thirty (30) days will be subject to interest at the rate of one and one half percent (1.5%) monthly. Payment of invoices shall not be contingent upon Owner receiving necessary funding or payment from a third party.

Duplantis Design Group, PC appreciates the opportunity to provide this proposal to you and is excited about being a part of the design team. If the proposal is acceptable, please sign in the space provided below, and return one copy to our office.

Sincerely,
Duplantis Design Group, PC

David L. Duplantis, P.E.

DLD/rcg

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ITEM 2

Mrs. Charlotte Randolph
North American Bulkhead
DDG Project No. 10-148
February 22, 2010
Page 3

By signing the proposal, I hereby certify that I am authorized to sign this agreement on behalf of Lafourche Parish Government and that I have read and familiarized myself with this Agreement and all attachments identified herein.

Accepted:

BY: _____

DATE: _____

ITEM 2

DUPLANTIS DESIGN GROUP, PC
CIVIL ENGINEERING RATE SHEET
Effective Date 7/16/08

Principal	\$130.00 - \$140.00/hour
Senior Project Manager (P.E.).....	\$110.00 - \$130.00/hour
Professional Engineer.....	\$110.00 - \$120.00/hour
Hydrologist.....	\$100.00 - \$115.00/hour
Project Manager	\$ 90.00 - \$110.00/hour
Assistant Project Manager.....	\$ 75.00 - \$ 90.00/hour
Civil Designer.....	\$ 70.00 - \$ 85.00/hour
CADD Technician.....	\$ 55.00 - \$ 70.00/hour
Project Representative.....	\$ 50.00 - \$ 65.00/hour
Administrative Assistant	\$45.00 - \$ 55.00/hour

Reimbursable Items

Vehicle Travel for Projects	\$0.585 per mile
Transportation, Lodging, and Subsistence for out of town travel.....	Cost
Printing Cost	
Bond	\$0.25/s.f.
Vellum.....	\$0.65/s.f.
Mylar	\$1.90/s.f.
Color Bond.....	\$6.50/s.f.
Color Photo	\$11.00/s.f.
Photographs, Telecopier, Shipping, and Materials	Cost
Filing/Recording/Permitting Fees	Cost
Deposition/Trial Testimony by Principal, P.E., or AIA.....	Rate x 1.5
Subconsultant Services	Cost + 10%