

LAFOURCHE
feeding & fueling America
PARISH
COUNCIL

402 Green Street • P.O. Drawer 5548
Thibodaux, LA 70301 • Thibodaux, LA 70302
Telephone 985.446.8427 • 800.834.8832 • Fax 985.449.4012

Tommy Lasseigne, Council Chairman

Sheila Boudreaux, Council Clerk

August 3, 2007

Lafourche Parish Council Members
Lafourche Parish President
Lafourche Parish Department Heads
News Media

Ladies and Gentlemen:

This is to advise you that notice is hereby given that a **SPECIAL MEETING** of the Lafourche Parish Council has been called for Tuesday, August 7, 2007, at 5:00 p.m. to be held in the Council Meeting Room of the Lafourche Parish Council Barrios Center, 1612 Hwy. 182, Suite 100, Raceland, Louisiana.

The purpose of this meeting is to adopt a Resolution accepting the low bid for Parr Pump Station Bank Stabilization in the amount of ninety five thousand four hundred twenty seven dollars and 02/100 (\$95,427.02) and authorizing the Parish President to sign, execute and administer the contract and associated documents, and a Resolution hiring Picciola & Associates, Inc. as Engineers for the project entitled "Cote Blanche Bridge Repairs" for the 2008 Fiscal Year and authorizing the Parish President to sign, execute and administer associated documents.

Sincerely,

LAFOURCHE PARISH COUNCIL



Phillip Gouaux, Councilman
Council District 7



Mark Atzenhoffer, Councilman
Council District 5



Lindel Toups, Councilman
Council District 6

Charlotte A. Randolph Parish President
Tyrone Williams District 1
Michael Delatte District 2
Michael Matherne District 3
Tommy Lasseigne District 4

Mark Atzenhoffer District 5
Lindel Toups District 6
Phillip Gouaux District 7
Brent Callais District 8
Daniel Lorraine District 9

PUBLIC NOTICE

L A F O U R C H E P A R I S H C O U N C I L

GOVERNING AUTHORITY

SPECIAL MEETING NOTICE AND AGENDA

AGENDA FOR MEETING TO BE HELD: Tuesday, August 7, 2007

**PLACE: Lafourche Parish Council Barrios Center, 1612, HWY. 182,
Suite 100, Raceland, Louisiana**

TIME: 5:00 p.m.

CALL TO ORDER: Mr. Tommy Lasseigne, Chairman

ROLL CALL: Mr. Tyrone Williams
Mr. Michael Delatte
Mr. Michael Matherne
Dr. Tommy Lasseigne, Chairman
Mr. Mark Atzenhoffer
Mr. Lindel Toups
Mr. Phillip Gouaux
Mr. Brent Callais
Mr. Daniel Lorraine, Vice-Chair
Ms. Charlotte Randolph, Parish President

INVOCATION: Mr. Mark Atzenhoffer

PLEDGE OF ALLEGIANCE: Mr. Phillip Gouaux

* * * * *

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located at the back of the meeting room and return it to the Council Chairman or Council Clerk prior to the beginning of the meeting.

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the Lafourche Parish Council Clerk's Office at (985) 446-8427 describing the assistance that is necessary.

A. RESOLUTIONS:

1. RESOLUTION **accepting the low bid for Parr Pump Station Bank Stabilization in the amount of ninety five thousand four hundred twenty seven dollars and 02/100 (\$95,427.02)** and authorizing the Parish President to sign, execute and administer the contract and associated documents. (P. GOUAUX FOR ADMINISTRATION)
2. RESOLUTION hiring **Picciola & Associates, Inc. as Engineers for the project entitled "Cote Blanche Bridge Repairs"** for the 2008 Fiscal Year and authorizing the Parish President to sign, execute and administer associated documents. (B. CALLAIS FOR ADMINISTRATION)

B. ADJOURNMENT:

On motion by _____, seconded by _____ and with no further business, the Lafourche Parish Council Special Meeting of **August 7, 2007**, adjourned at _____.

ITEM 1

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

RESOLUTION NO. ____

A RESOLUTION ACCEPTING THE LOW BID FOR PARR PUMP STATION BANK STABILIZATION IN THE AMOUNT OF NINETY FIVE THOUSAND FOUR HUNDRED TWENTY SEVEN DOLLARS AND 02/100 (\$95,427.02) AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER THE CONTRACT AND ASSOCIATED DOCUMENTS.

WHEREAS, the Parr Pump Station is in need of immediate stabilization; and

WHEREAS, the project was legally advertised in the official journal; and,

WHEREAS, the bids were received and read publicly on August 1, 2007, receiving only one bid from Low Land Construction Company, Inc.; and,

WHEREAS, the bid is within the budgeted amount for this project; and,

WHEREAS, it is the recommendation of the Administration that the Parish Council accept the bid of Low Land Construction Company, Inc. and enter into a contract with same; and,



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

THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in special session on _____, and does hereby accept the bid of Ninety Five Thousand Four Hundred Twenty-Seven and 02/100 (\$95,427.02) by Low Land Construction Company, Inc., Contractors License No. 6156; and does hereby approve the attached contract and authorizes the Parish President to sign, execute and administer said contract and all related documents

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be forwarded to Joseph Picciola, Engineer at Picciola & Associates, Inc., P.O. Box 687, Cut Off, Louisiana 70345, Mr. David C. Robichaux of Low Land Construction Company, Inc., 946 Lefort By Pass Road, Thibodaux, Louisiana 70301; Lafourche Parish Department of Public Works; Lafourche Parish Finance Department, and the Parish Administrator.

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

YEAS:

ITEM 1

NAYS:

ABSENT:

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

**DR. TOMMY LASSEIGNE,
CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**SHEILA B. BOUDREAUX, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, SHEILA B. BOUDREAUX, 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 Special Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2007.

**SHEILA B. BOUDREAUX, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

ITEM 1

Lafourche Parish Government

SECTION 00050 - AGREEMENT

THIS AGREEMENT, made this 6th day of August 2007, by and between Lafourche Parish Government, hereinafter called "Government" and Low Land Construction Co., Inc. doing business as a corporation hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the construction of Parr Pump Station Bank Stabilization.

2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.

3. The Contractor will commence the work required by the Contract Documents on the date specified in the Notice To Proceed and will complete the same within 21 calendar days thereafter unless the period for completion is extended otherwise by the Contract Documents.

4. The Government and the Contractor recognize that time is of the essence of this Agreement and that the Government will suffer financial loss if the Work is not completed within the times specified in paragraph 3 above, subject to adjustments thereof allowed in accordance the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Government if the Work is not completed on time. Accordingly, instead of required any such proof, the Government and the Contractor agree that liquidated damages for delay (but not a penalty) the Contractor shall pay the Government two hundred forty dollars and zero cent (\$240.00), for each day that expires after the time specified in paragraph 3 for completion of the Work.

5. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of ninety-five thousand, four hundred twenty-seven dollars and two cents (\$95,427.02), payable in current funds, subject to additions and deductions, if any, as provided in the Contract Documents.

6. The term "Contract Documents" means and includes the following:

- | | |
|--|-----------------------------|
| a. Invitation To Bid | l. General Conditions |
| b. Information For Bidders | m. Supplementary Conditions |
| c. Bid Form | n. General Requirements |
| d. Bid Bond | o. Special Provisions |
| e. Agreement | p. Request to Sublet |
| f. Payment Bond | q. Contract Closeout |
| g. Performance Bond | |
| h. Notice of Award | |
| i. Notice to Proceed | |
| j. Change Order (s) | |
| k. Certificate of Substantial Completion | |

ITEM 1

Lafourche Parish Government

- 1 r. Drawings prepared by Picciola & Associates, Inc. numbered 1 thru 6
2 s. Addenda:
3 No. 1, dated July 25, 2007
4 No. _____, dated _____, 20____
5 No. _____, dated _____, 20____
6 No. _____, dated _____, 20____
7
8 t. All Written Amendments, Change Orders and Field Orders issued after the Effective Date of
9 the Agreement.
10
11 7. The Government will pay to the Contractor in the manner and at such times as set forth in the
12 General or Supplementary Conditions such amounts as required by the Contract Documents.
13
14 8. The Government and the Contractor each binds itself, its partners, successors, assigns and legal
15 representatives to the other party thereto, its partners, successors, assigns and legal representatives in
16 respect to all covenants, agreements and obligations contained in the Contract Documents.
17
18 9. Any provision or part of the Contract Documents held to be void or unenforceable under any Law
19 or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and
20 binding upon the Government and the Contractor, who agree that the Contract Documents shall be
21 reformed to replace such stricken provision or part thereof with a valid and enforceable provision
22 that comes as close as possible to expressing the intention of the stricken provision.
23
24 10. No assignment by a party thereto of any rights under or interests in the Contract Documents will
25 be binding or another party hereto without the written consent of the party sought to be bound; and
26 specifically but without limitation, moneys that may become due and moneys that are due may not
27 be assigned without such consent (except to the extent that the effect of this restriction may be
28 limited by law), and unless specifically stated to the contrary in any written consent to an assignment
29 no assignment will release or discharge the assignor from any duty or responsibility under the
30 Contract Documents.

ITEM 1

Lafourche Parish Government

1 11. This Agreement shall be binding upon all parties hereto and their respective heirs, executors,
2 administrators, successors, and assigns.

3
4 IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly
5 authorized officials, this Agreement in four copies, each of which shall be deemed an original on the
6 date first above written.

7
8 GOVERNMENT: (SEAL)
9 LAFOURCHE PARISH GOVERNMENT

10
11
12
13 ATTEST

14
15 By: _____
16 (Signature)

15 By: _____
16 (Signature)

17
18 Name : _____
19 (Please Print)

18 Name: Charlotte A. Randolph
19 (Please Print)

20
21 Title: _____

20 Title: Parish President

22
23
24
25
26 CONTRACTOR: (SEAL)
27 Low Land Construction Co., Inc.

28
29 ATTEST

30
31 By: _____
32 (Signature)

31 By: _____
32 (Signature)

33
34 Name: _____
35 (Please Print)

33 Name: _____
34 (Please Print)

36
37 Title: _____

36 Title: _____

38
39 Address: _____

40
41
42
43
44 (Contractor's Louisiana
45 State License Number)

ITEM 1

Lafourche Parish Government

1 **SECTION 00060- PAYMENT BOND**

2
3 KNOW ALL MEN BY THESE PRESENTS: that

4
5 Name of Contractor: Low Land Construction Co., Inc.

6
7 Address of Contractor: 946 Lefort-By-Pass Road, Thibodaux, LA 70301

8
9 a _____, hereinafter called Principal, and
10 (Corporation, Partnership or individual)

11
12 _____
13 (Name of Surety)

14
15 _____
16 (Address of Surety)

17
18 hereinafter called Surety, are held and firmly bound unto The Lafourche Parish Government, 402
19 Green Street, Thibodaux, Louisiana 70301, hereinafter called Government, in the penal sum of
20 ninety-five thousand, four hundred twenty-seven dollars and two cents (\$95,427.02), in lawful
21 money of the United States, for the payment of which sum well and truly to be made, we bind
22 ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly
23 by these presents.

24
25 THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
26 certain contract with the Government, dated the 6th day of August 2007, a copy of which is hereto
27 attached and made a part hereof for the construction of:

28
29
30 Parr Pump Station Bank Stabilization

31
32
33 NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
34 Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of
35 the Work provided for in such contract, and any authorized extension or modification thereof,
36 including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on
37 machinery, equipment and tools, consumed or used in connection with the construction of such
38 Work, and all insurance premiums on said Work, and for all labor, cost incurred in such Work
39 including that by a Subcontractor, and to any mechanic or materialman lienholder whether it
40 acquires its lien by operation of State or Federal law; then this obligation shall be void; otherwise to
41 remain in full force and effect.

ITEM 1

Lafourche Parish Government

1 PROVIDED, that beneficiaries or claimants hereunder shall be limited to the Subcontractors, and
2 persons, firms, and corporations having a direct contract with the Principal or its Subcontractors.

3
4 PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that
5 no change, extension of time, alteration or addition to the terms of the contract or to the Work to be
6 performed thereunder or the Specifications accompanying the same shall in any way affect its
7 obligation on this Bond, and it does hereby waive notice of any such change, extension of time,
8 alteration or addition to the terms of the contract or to the Work or to the Specifications.

9
10 PROVIDE, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a)
11 Unless claimant, other than one having a direct contract with the Principal, shall have given written
12 notice to any two of the following: The Principal, the Government, or the Surety above named
13 within ninety (90) days after such claimant did or performed the last of the work or labor, or
14 furnished the last of the materials for which said claim is made, stating with substantial accuracy the
15 amount claimed and the name of the party to whom the materials were furnished, or for whom the
16 work or labor was done or performed. Such notice shall be served by mailing the same by registered
17 mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Government, or
18 Surety, at any place where an office is regularly maintained for the transaction of business, or served
19 in any manner in which legal process may be served in the state in which the aforesaid project is
20 located, save that such service need not be made by a public officer. (b) After the expiration of one
21 (1) year following the date of which Principal ceased work on said Contract, is being understood,
22 however, that if any limitation embodied in the Bond is prohibited by any law controlling the
23 construction hereof, such limitation shall be deemed to be amended so as to be equal to the
24 minimum period of limitation permitted by such law.

25
26 PROVIDED, FURTHER, that no final settlement between the Government and the Contractor shall
27 abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

ITEM 1

Lafourche Parish Government

1 IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall
2 be deemed an original, this the _____ day of _____, 20____.

3 PRINCIPAL: (SEAL)
4

5 ATTEST
6

7 By: _____
8 (Signature)

By: _____
(Signature)

9
10 Name: _____
11 (Please Print)

Name: _____
(Please Print)

12
13 Title: _____
14

Title: _____

15 Address: _____
16
17 _____
18
19

20 SURETY: (SEAL)
21

22 ATTEST:
23

24 By: _____
25 (Signature)

By: _____
(Signature)

26
27 Name: _____
28 (Please Print)

Name: _____
(Please Print)

29
30 Title: _____
31

Title: Attorney-in-Fact

32 Address: _____
33
34 _____
35

36 NOTE: Date of Bond must not be prior to date of contract. If Contractor is Partnership, all partners
37 should execute bond.
38

39 The power-of-attorney of the Attorney-in-fact signing for the surety company must be attached to
40 the Payment Bond.
41

42 IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most
43 current list (Circular 570 as amended) and be authorized to transact business in the State of
44 Louisiana with at least an A-Rating in the latest printing of the A.M. Best's Key Rating to write
45 individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating
46 guide and which shall have a satisfactory record with the Government.

ITEM 1

Lafourche Parish Government

1 **SECTION 00062 - PERFORMANCE BOND**

2
3 KNOW ALL MEN BY THESE PRESENTS: that

4
5 Name of Contractor: Low Land Construction Co., Inc.

6
7 Address of Contractor: 946 Lefort-By-Pass Road, Thibodaux, LA 70301

8
9 a _____, hereinafter called Principal, and
10 (Corporation, Partnership or individual)

11
12 Name of Surety: _____

13
14 Address of Surety: _____

15
16 hereinafter called Surety, are held and firmly bound unto The Lafourche Parish Government, 402
17 Green Street, Thibodaux, Louisiana 70301, hereinafter called Government, in the penal sum of
18 ninety-five thousand, four hundred twenty-seven dollars and two cents (\$95,427.02), in lawful
19 money of the United States, for the payment of which sum well and truly to be made, we bind
20 ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly
21 by these presents.

22
23 THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
24 certain contract with the Government, dated the 6th day of August 2007, a copy of which is hereto
25 attached and made a part hereof for the construction of:

26
27
28 Parr Pump Station Bank Stabilization

29
30
31 NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the
32 undertakings, covenants, terms, conditions, and agreements of said contract during the original term
33 thereof, and any extensions thereof which may be granted by the Owner, with or without notice to
34 the Surety and during the one year guaranty period, and if the Principal shall satisfy all claims and
35 demands incurred under such contract, and shall fully indemnify and save harmless the Owner from
36 all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and
37 repay the Owner all outlay and expense which the Owner may incur in making good any default,
38 then this obligation shall be void; otherwise to remain in full force and effect.

39
40 PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that
41 no change, extension of time, alteration or addition to the terms of the contract or to the Work to be
42 performed thereunder or the Specifications accompanying the same shall in any wise affect its
43 obligation on this Bond, and it does hereby waive notice of any such change, extension of time,
44 alteration or addition to the terms of the contract or to the Work or to the Specifications.

ITEM 1

Lafourche Parish Government

1 PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall
2 abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

3
4 IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall
5 be deemed an original, this the _____ day of _____, 20_____.
6

7
8 PRINCIPAL: (SEAL)

9
10 ATTEST

11
12 By: _____
13 (Signature)

14 By: _____
15 (Signature)

16 Name: _____
17 (Please Print)

18 Name: _____
19 (Please Print)

20 Title: _____

21 Title: _____

22 Address: _____
23 _____

24
25
26 SURETY: (SEAL)

27
28 ATTEST:

29
30 By: _____
31 (Signature)

32 By: _____
33 (Signature)

34 Name: _____
35 (Please Print)

36 Name: _____
37 (Please Print)

38 Title: _____

39 Title: Attorney-in-Fact

40 Address: _____
41 _____

42
43 NOTE: Date of Bond must not be prior to date of contract. If Contractor is Partnership, all partners
44 should execute bond.

ITEM 1

Lafourche Parish Government

1 The power-of-attorney of the Attorney-in-fact signing for the surety company must be attached to
2 the Performance Bond.

3

4 **IMPORTANT:** Surety companies executing bonds must appear on the Treasury Department's most
5 current list (Circular 570 as amended) and be authorized to transact business in the State of
6 Louisiana with at least an A-Rating in the latest printing of the A.M. Best's Key Rating to write
7 individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating
8 guide and which shall have a satisfactory record with the Government.

ITEM 1

Lafourche Parish Government

1 **SECTION 00070 - NOTICE OF AWARD**

2
3 To:

4
5 Low Land Construction Co., Inc. 946 Lefort-By-Pass Road, Thidodaux, LA 70301

6
7 Project Description:

8
9 Parr Pump Station Bank Stabilization

10
11 Owner's Project Number:

12
13 0523-0702

14
15
16 The Owner has considered the Bid submitted by you for the above-described work in response to its
17 Invitation To Bid dated July 23, 2007, and Information For Bidders.

18
19 You are hereby notified that your Bid has been accepted for items in the amount of ninety-five
20 thousand, four hundred twenty-seven dollars and two cents (\$95,427.02).

21
22 You are required by the Information For Bidders to execute the Agreement and furnish the required
23 Contractor's Performance Bond and Payment Bond and Certificates of Insurance within fifteen
24 calendar days from the date of receipt of this Notice by you. The required number of document
25 copies accompanies this Notice together with a checklist of execution action. Return all document
26 copies to the Engineer for further processing, review and distribution to the parties to the contract.

27
28 If you fail to execute said Agreement and to furnish said Bonds within fifteen days from the date of
29 receipt of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's
30 acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be
31 entitled to such other rights as may be granted by law.

32
33 You are required to return acknowledged copies of this Notice of Award to the Engineer.

34
35 Lafourche Parish Government

Contractor's Acceptance of Notice of Award

36
37
38 By: _____

By: _____

39 (Signature)

(Signature)

40
41 Name: Charlotte A. Randolph

Name: _____

42 (Please Print)

(Please Print)

43
44 Title: Parish President

Title: _____

ITEM 1

Lafourche Parish Government

1 Date: _____

Date: _____

ITEM 2

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

RESOLUTION NO. ____

RESOLUTION HIRING PICCIOLA & ASSOCIATES, INC. AS ENGINEERS FOR THE PROJECT ENTITLED "COTE BLANCHE BRIDGE REPAIRS" FOR THE 2008 FISCAL YEAR AND AUTHORIZE THE PARISH PRESIDENT TO SIGN, EXECUTE AND ADMINISTER ASSOCIATED DOCUMENTS.

WHEREAS, Cote Blanche Bridge has been discussed by council on various occasions with load limits being imposed by Ordinance 4029 on March 27, 2007; and,

WHEREAS, the school board has been advised that traffic on the bridge is closed to school bus traffic; and,

WHEREAS, the complete closure of the bridge is imminent due to the severity of the deterioration of the structure; and,

WHEREAS, the repairs are essential to the residents in the area and for the operation of the Lafourche Parish School Board to transport children to and from school; and,

WHEREAS, funding for the Engineering and Phase I of this project is an estimated \$750,000 which is allocated for 2007, with the remainder of the construction being funded out of the 2008 budget; and,

WHEREAS, it is recommended by the Administration that the council approve entering into a contract with Picciola & Associates, Inc. to provide engineering services for this project; and further authorizing the Parish President to sign said contract, execute, and administer all associated documents.



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

THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in _____ session on _____, and does hereby approve entering into a contract with Picciola & Associates, Inc. and authorizes the Parish President to sign said contract and execute and administer all related documents.

BE IT FURTHER RESOLVED, that a certified copy of this resolution shall be forwarded to Picciola & Associates, Inc., Lafourche Parish Government Department of Public Works; Department of Finance; and the Office of the Parish Administrator.

ITEM 2

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 _____.

**DR. TOMMY LASSEIGNE,
CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**SHEILA B. BOUDREAUX, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, SHEILA B. BOUDREAUX, 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 _____, 2007.

**SHEILA B. BOUDREAUX, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

ITEM 2

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 planning, design and construction of Cote Blanche Bridge Repairs, as required by the Public Contract Law of the State of Louisiana, as specifically defined and authorized by OWNER for the following project:

“COTE BLANCHE BRIDGE REPAIRS”

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 2

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;

ITEM 2

C. CONSTRUCTION PHASE

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;

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D. SPECIAL SERVICES

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.

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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

A. BASIC SERVICES

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

1. 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
2. Survey and base map preparation fee under Article III-D-3 shall be 2.0% of the construction cost for labor and materials.
3. Resident inspection service fee under Article III-D-5 shall be 3.0% of the construction cost of labor and material.
4. Payments shall be made 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.
5. Project construction cost to be used as a basis for payment under this contract shall be based on one of the following sources with precedence in the order listed:
 - (a) Total cost of all construction work performed or designed as specified by the ENGINEER including materials, labor and equipment; the cost of labor and/or materials if one or both are furnished directly by the OWNER; materials and/or labor cost to be calculated on prevailing and current market price for the purposes of this agreement.

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- (b) The lowest acceptable bona fide contractor's proposal.
- (c) The ENGINEER'S most recent cost estimate for the project.

B. SPECIAL SERVICES

1. Payments for Special Services shall be based upon salary cost plus a multiplier of 1.5.
2. Salary cost shall be defined as the cost of salaries (including sick leave, vacation and holiday pay applicable thereto) of Engineers, Draftsmen, Stenographers, Surveyors, Clerks, etc. for time directly chargeable to the project, plus unemployment, excise and payroll taxes and contributions to Social Security, Employment Compensation, insurance, retirement benefits and medical insurance.
3. In the event that OWNER desires to perform certain phases of public work with its own forces, Special Services and specific items of work will be performed on an Hourly Basis as outlined above as Special Services.

C. DIRECT NON-SALARY EXPENSES

Necessary non-salary expenses as defined in Section 5, Article III of the American Society of Civil Engineers Guide for Engineering Services, Manual No. 45, Revised 1996, a copy of which follows:

"Direct non-salary expenses usually incurred in such engagements may include the following:

- (a) Living and traveling expenses of employees, partners and principals when away from the project.
- (b) Identifiable communication expense such as long distance telephone, telegraph, cable, express charges and postage, other than for general correspondence.
- (c) Services directly applicable to the work, such as special legal and accounting expenses, computer rental and programming cost, special consultants, borings, laboratory charges, commercial printing and binding and similar costs that are not applicable to general overhead.
- (d) Identifiable drafting supplies and stenographic supplies and expenses, as distinguished from such supplies and expenses applicable to two or more projects.
- (e) Identifiable reproduction costs applicable to the work, such as blue printing, photostating, xeroxing, mimeographing, printing, etc.

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These expenses which seldom can be determined in advance with any degree of accuracy, are reimbursed by the OWNER at actual cost, plus a nominal service charge of 10%.”

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.

1. Engineer shall maintain the following minimum limits of liability coverage:

Auto Insurance	\$1,000,000.00
Liability Insurance	\$1,000,000.00
Professional Liab.	\$1,000,000.00
Workers Comp.	Statutory including employer’s liability with minimum of \$500,000.00.

When work is over water and involves maritime exposure coverage to include Maritime Employer’s Liability with a minimum of \$1,000,000.00.

Water craft and/or Air craft Liability

When applicable to the project, must carry \$1,000,000.00 for water craft and \$10,000,000.00 for air craft.

2. Engineer shall insure that Certificate holder (Parish) is listed as additional insured, with waiver of subrogation, held harmless from any and all claims under General Liability and Automobile Liability Policies; Certificate holder provided with waiver of subrogation and alternate employer endorsement on Workers Compensation Policy; Certificate holder to be given 30 day Notice of Cancellation on all policies.
3. Engineer shall provide a copy of his insurance certificate reflecting the required coverage amount prior to approval/signing of contract, annually and anytime upon request.

ARTICLE VI – SOURCES OF FEES

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

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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.

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THUS DONE AND SIGNED at Cut Off, Louisiana in the presence of the undersigned competent witnesses, on this ____ day of _____, 2007.

Witnesses:

LAFOURCHE PARISH
GOVERNMENT

By: _____

Charlotte A. Randolph
Parish President

Date: _____

PICCIOLA & ASSOCIATES, INC

By: _____

Joseph C. Picciola, II
President

Date: _____

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EXHIBIT "A"

RATE SCHEDULE

JANUARY 1, 2007

OFFICE PERSONNEL

Registered Professional Engineer - Principal	\$ 125.00 per hour
Registered Professional Engineer	\$ 110.00 per hour
Registered Land Surveyor	\$ 80.00 per hour
Project Engineer, EIT	\$ 65.00 per hour
Project Manager	\$ 60.00 per hour
Surveying Technician	\$ 55.00 per hour
Inspectors	\$ 55.00 per hour
CADD Lead Technician	\$ 55.00 per hour
CADD Drafter	\$ 45.00 per hour
Computer Technician	\$ 55.00 per hour
Stenographer	\$ 38.00 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)	\$ 125.00 per hour
4 Man Survey Party (Party Chief, Instrument Man, 2 Rodmen, plus standard equipment)	\$ 150.00 per hour
Party Chief	\$ 50.00 per hour
Instrument Man	\$ 40.00 per hour
Rodman/Chainman	\$ 25.00 per hour

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EQUIPMENT NOT INCLUDED IN STANDARD EQUIPMENT

Automobiles	\$ 8.00 per hour
Survey Party Vehicles	\$ 8.00 per hour
Computer and Plotter	\$ 10.00 per hour
GPS (Trimble 5700)	\$ 50.00 per hour
Additional Transit and/or Level to above provided with Survey Crew, Each	\$ 30.00 per day
Radio Transmitter and Receiver Units, Each	\$ 10.00 per day
Chainsaw w/Fuel	\$ 75.00 per day
Metal Detector	\$ 25.00 per day
Pirogue	\$ 25.00 per day
14' Aluminum Skiff	\$ 50.00 per day
15 to 25 H.P. Outboard Motor w/Fuel	\$ 60.00 per day
17' to 20' Boat, Motor and Fuel	\$ 300.00 per day
Tractor	\$ 150.00 per day
Bush Hog	\$ 50.00 per day
All Terrain Cycle	\$ 75.00 per day
Argo (6 wheel marsh buggy)	\$ 300.00 per day

Note: Additional equipment such as marsh buggies, helicopters, air boats, etc. will be charged at cost plus 10%.

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

Note: Additional material will be charged at cost plus 10%.

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REPRODUCTION

Blueline Prints:

Prints from 0-6 Sq. Ft.	\$ 6.00 each
Prints from 6-12 Sq. Ft.	\$ 8.00 each
Photo Copies	\$ 1.50 each
Vellum	\$ 6.00 per sq ft

Note: All outside reproduction services will be charged at cost plus 10%.

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 \$24.00 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.