

**LAFOURCHE PARISH COUNCIL
DECEMBER 9, 2008
UNANIMOUS AGENDA**

A. RESOLUTIONS:

1. RESOLUTION **approving an agreement with T. Baker Smith, Inc., for Company Canal Pump Station** and authorizing the Parish President to sign, execute, and administer any and all relevant documents. (L. TOUPS FOR ADMINISTRATION)

ITEM 1

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

RESOLUTION

A RESOLUTION APPROVING AN AGREEMENT WITH T. BAKER SMITH, INC. FOR COMPANY CANAL PUMP STATION AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE, AND ADMINISTER ANY AND ALL RELEVANT DOCUMENTS.

WHEREAS, the Lafourche Parish Council entered into a Cooperative Agreement with the State of Louisiana dated February, 2007 for capital outlay expenditure of \$1 million; and,

WHEREAS, the Drainage District No. 1 of Lafourche Parish has applied to the Statewide Flood Control Program for \$2.5 million in Statewide Flood Control funding for the Company Canal Pump Station, and,

WHEREAS, the Lafourche Parish Council and the Drainage District No. 1 of Lafourche Parish entered into a Cooperative Agreement in November, 2007, pooling their funds towards the construction of said Company Canal Pump Station; and,

WHEREAS, the Lafourche Parish Council is identified as the lead agency in the Cooperative Agreement between Lafourche Parish Council and the Drainage District No. 1 of Lafourche Parish, and,

WHEREAS, the Lafourche Parish Council has access to a portion (\$200,000 Priority 2 funds) of its capital outlay grant; and,

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

NOW, THEREFORE, BE IT RESOLVED that the Lafourche Parish Council does hereby authorize the Parish President to execute an agreement with T. Baker Smith, Inc., and

BE IT FURTHER RESOLVED that this authorization be limited to:

- 1) Basic Services (Lafourche Parish obligation) for the receipt of bids for equipment (pumps, gear drives, drive shafts, and engines); and,
- 2) Additional Services associated with permit application preparation and, if necessary, right-of-way coordination identified in the agreement with T. Baker Smith, Inc.; and,

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BE IT FURTHER RESOLVED that T. Baker Smith, Inc. be authorized to prepare and submit the necessary permit applications to the appropriate agency for any and all permits required for the project, not to exceed the limitation specified in the contract without further authorization.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Engineer, (T. Baker Smith, Inc.) P.O. Box 2266 Houma, LA 70361; Department of Grants and Economic Development, Department of Public Works, and the 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 _____.

**MICHAEL F. DELATTE, 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 _____, 2008.

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



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ENGINEERING AGREEMENT FOR PROFESSIONAL SERVICES

Dated: November 29, 2007
Revised February 21, 2008

Lafourche Parish Government
P. O. Box 5548
Thibodaux, LA 70301

Attention: Mrs. Charlotte Randolph, Parish President

Gentlemen and Mrs. Randolph:

RE: Company Canal Pump Station

T. Baker Smith, Inc. is pleased to submit for your review and consideration the following Agreement for Professional Consulting Services for the above referenced project.

SCOPE OF WORK:

T. Baker Smith, Inc. (TBS), Prime Consultant, and Picciola & Associates, Inc. (PICCIOLA), TBS's subconsultant, shall provide the required professional civil engineering services to design the elements of a project described as Company Canal Pump Station."

TBS and PICCIOLA shall:

1. Provide basic professional services associated with the preparation of plans and specifications, bid advertisement, and construction administration for the following three contracts:
 - A. A contract to furnish equipment (pumps, engines, gear drives, and drive shafts) for a new drainage pump station.
 - B. Drainage culverts to be installed under the Louisiana & Delta Railroad, and
 - C. A new drainage pump station to be located on the Company Canal located in Section 15, T16S-R19E, of Council District 7, Lafourche Parish, La.
2. Provide the following other additional professional civil engineering services:
 - A. Project management services that include, but may not be limited to, the following:
 - 1) Assist Lafourche Parish in requesting reimbursement from the State for state funds committed to the project
 - 2) Provide monthly status reports to Drainage District No. 1 on progress
 - B. Application for and coordination of required permits that include, but may not be limited to, the following:

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- 1) Wetland permits
 - 2) Permits for crossing Louisiana & Delta Railroad.
 - C. Verify existing conditions such as:
 - 1) Accessibility
 - 2) Availability of utilities.
 - 3) Existing site conditions in vicinity of the 40 Arpent Canal and Company Canal
 - D. Field surveys required for design, permit applications, utility locations, and accessibility
 - E. Right-of-way Coordination for pump station access road and pump station site and coordination with Louisiana & Delta Railroad, including title research, preparation of acquisition documents (plat and acquisition document), meeting with landowners to secure right-of-way and/or servitudes, coordinate appraisal services if required. Follow up on initial landowners contacts. This service does not include the cost to purchase land, servitudes, right-of-way, sites or other lands necessary for construction of the project, and the cost of appraisals, if needed.
 - F. Coordinate and hire the services of a geotechnical consultant for the pump station design effort.
 - G. Provide on-site construction inspection when required, based upon a maximum of 8 hours per day for the duration of each day for the construction contract, but excluding the equipment contract. Inspection of the equipment will include the following:
 - 1) An inspection by the Engineer prior to the equipment being offloaded for storage;
 - 2) Periodic (weekly) inspection by Engineer during equipment installation. Maximum 8 hour/week.
 - H. Provide as-built (record drawings) for Owner, maintenance/operation manuals for all equipment, warranties, parts lists, and equipment, shop drawing of all equipment furnished.
3. Reimbursable Expenses such as:
 - A. Reproduction
 - B. Travel expenses (transportation, lodging, and meals)
 - C. Postal expenses
 - D. Equipment usage for items such as:
 - 1) Computers, plotters, printers,
 - 2) Specialized survey equipment

OWNER'S RESPONSIBILITY:

Owner shall:

1. Provide T. Baker Smith, Inc. and Picciola & Associates with all criteria and full information as to the Client's requirements for the Project, such as special pump station features.
2. Arrange for safe access to and make all provisions for T. Baker Smith, Inc. and Picciola & Associates and its subcontractors to enter upon public and private property as required to perform the professional services.
3. Provide review and approvals of the professional services provided.

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COMPENSATION:

We are proposing to work for a lump sum fee of \$230,000.00 to provide basic services outlined above. We shall bill you monthly for the services provided, based upon a percent complete for the following basic services fee allocation.

BASIC FEES	ALLOCATION (%)	Drainage Dist. #1 Obligation	Lafourche Parish Obligation	TOTAL
Design	70	\$100,800.00	\$60,200.00	\$161,000.00
Bidding	5	\$7,200.00	\$ 4,300.00	\$ 11,500.00
Construction	25	\$36,000.00	\$21,500.00	\$ 57,500.00
Administration				
	100	\$144,000.00	\$86,000.00	\$230,000.00

Additional services and reimbursable expenses shall be in accordance with the attached rate schedules for TBS and PICCIOLA with the following estimated limits:

SERVICE	LIMITATION
Project Management	\$ 15,000.00
Permits	\$ 10,000.00
Verify Existing Conditions	\$ 2,500.00
Field Surveys	\$ 15,000.00
Right-of-way Coordination	\$ 5,500.00
Geotechnical	\$ 15,000.00
Inspection	\$ 60,000.00
As-builts	\$ 6,000.00
Reimbursable Expenses	\$ 4,000.00
Total Limitation	\$133,000.00

These additional services and reimbursable expenses shall not be exceeded in aggregate without prior Council approval.

Payment shall be expected within ten (10) days upon receipt of reimbursement from the State of our correct invoice.

STANDARD OF PERFORMANCE:

The standard of care for all professional services performed or furnished by T. Baker Smith, Inc. and Picciola & Associates under this agreement will be the care and skill ordinarily used by members of the professional practices under similar circumstances at the same time and in the same locality.

TBS and PICCIOLA represent that, to the best of their knowledge, ability, and professional judgment, they are experts in their field; that all work will be performed safely and in a good and workmanlike manner; that TBS and PICCIOLA have adequate equipment in good working order and fully trained personnel capable of efficiently and safely operating such equipment and performing services for CLIENT.

TBS and PICCIOLA agree to indemnify CLIENT from and against any damages, losses, claims, adjustments, suits, penalties, fines, demands, expenses (including reasonable

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attorney's fee or other expenses) or causes of action directly or indirectly resulting from any breach of "the applicable standards of care."

INDEMNIFICATION:

T. Baker Smith, Inc. and Picciola & Associates will defend, indemnify, save and hold harmless CLIENT from and against all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any negligent act, error or omission of T. Baker Smith, Inc. and Picciola & Associates, its agents, servants and employees, and any and all cost, expense and/or reasonable attorney fees incurred by CLIENT as a result of any such claims, demands, and/or causes of action except those claims, demands and/or causes of action arising out of the negligence of CLIENT.

This Indemnity agreement does not extend to any actual or alleged negligence of the CLIENT, his contractors, sub-contractors, consultants, or agents.

This agreement, together with the enclosures, constitutes the entire agreement between CLIENT and T. Baker Smith, Inc. It may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Thank you for the opportunity to submit this professional services proposal. If you are in agreement with the terms and conditions outlined within, then please execute this document in the appropriate location and return both copies to our office.

If you have any questions, comments or in need of additional information, as always please feel free to call us.

Sincerely,

T. BAKER SMITH, INC.



Kevin P. Rizzo, P.E.
Sr. Professional/Client Manager

Agreed to this date: _____ Agreed to this date: _____

By: Lafourche Parish Government

By: T. Baker Smith, Inc.

Charlotte Randolph
Parish President

Marc J. Rogers, Sr., P. E.
Vice President - Engineering