

2021-0223

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. 21-10-2

An ordinance approving and authorizing the execution of a Professional Services Agreement with Richard C. Lambert Consultants, LLC., (RCLC), to perform engineering services for Barber Road Bank Stabilization (Project No. P210702), not to exceed \$243,028.00.

WHEREAS, St. Charles Parish desires to reinforce portions of the canal embankment adjacent to Barber Road to stabilize Barber Road; and,

WHEREAS, the project will provide bank stabilization by installing sheet piles along the south side of Barber Road from Wisner Street and South Street; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Richard C. Lambert Consultants, LLC., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Richard C. Lambert Consultants, LLC., to perform engineering services as required by the Department of Public Works for Barber Road Bank Stabilization (Project No. P210702), not to exceed \$243,028.00 is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said agreement on behalf of St. Charles Parish.

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 18th day of October, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:

SECRETARY:

DLVD/PARISH PRESIDENT:

APPROVED:

DISAPPROVED:

PARISH PRESIDENT:

RETD/SECRETARY:

AT: 3:39pm RECD BY:

Matthew Jewell
October 19, 2021
[Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the 28th day of October, 2021 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and RICHARD C. LAMBERT CONSULTANTS, LLC., (RCLC), a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for BARBER ROAD BANK STABLIZATION Project No. (P210702) as described in Ordinance No. 21-10-2 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

BARBER ROAD BANK STABLIZATION
Projects No. (P210702)

2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.

- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

The Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Consultant in writing.

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey
- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

6.0 DEFECTIVE WORK

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

7.0 NOTICE TO PROCEED

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

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

8.0 PAYMENTS

8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.

8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.

8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.

- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
 - b. Timesheets for all hours invoiced.
 - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
 - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

10.0 FUNDS

No work shall be authorized until funds are established for each individual task.

11.0 TERMINATION OR SUSPENSION

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money

to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

14.0 WARRANTY

- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.
- 14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

For all claims arising out of or related to this agreement, CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waives any (a) pleas of jurisdiction based upon Consultant's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

16.0 OTHER

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified withing this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:

Reckell Champagne

Billy Raymond

WITNESSES:

Billy M. Oster

Richard C. Lambert

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell
Parish President

10/19/21

Date:

RICHARD C. LAMBERT
CONSULTANTS, LLC

Richard C. Lambert

By:

10-28-21

Date:

ATTACHMENT "A"
BARBER ROAD BANK STABILIZATION
Projects No. (P210702)

Project Scope:

The project will consist of the following tasks:

Task 1 - Topographic Survey

The Engineer will provide all survey services. The limits of the topographic survey shall be along Barber Road, from the turn in the canal, northeast of the Paradis Volunteer Fire Department, extending northerly to where the canal turns in a northwest direction, approximately 500' northeast from the intersection of Barber Road and Eula Street. Along the route, the northwesterly limits shall be to the apparent right-of-way, and the southeasterly limits shall be 10' beyond the southeast canal bank. The total length of the route is approximately 3,650 linear feet.

Survey Work will conform to the following:

Spatial data collected for projects shall be referenced to the updated NAD83 and NAVD88 reference datums established by NOAA (National Oceanic and Atmospheric Administration). Monumentation shall be set in an area outside the construction limits so as not to be disturbed during the construction phase. Existing control monumentation should be incorporated with any new monuments. Existing monuments located within the vicinity may be used in lieu of setting new monuments.

The topographic survey will consist of the following scope of services:

1. Establish a baseline along the route. The beginning, end, and points of intersection set shall be referenced by three-point ties to topographic features in the area. This baseline shall also be referenced to the Louisiana State Plane Coordinate System, South Zone, NAD 1983 (2011).
2. Establish Temporary Benchmarks (TBM) along the route at 500' intervals. The vertical datum shall be referenced to N.A.V.D. 1988 (Geoid 12B).
3. Locate existing improvements within the designated Limits of Survey. This is to include edge of pavement, adjoining swales and culverts, buildings, fences, light standards, traffic control devices, signage, structures, pavement, swimming pools, and other topographic features.
4. Locate visible above ground utilities and those underground utilities with visible surface evidence. The Surveyor will make a request to Louisiana One Call to mark the underground utilities in the project area. The Engineer and the surveyor are not responsible for errors with, or information not provided by Louisiana One Call, or the controlling agencies. Any obtained utility information shall be plotted on the survey to Quality Level D standards.
 - (a) Note: Any data provided by the Owner (as-built or GIS) prior to the original final deliverable being submitted shall be used to help locate utilities and shown

per plan on the deliverable. The Engineer and the surveyor are not responsible for obtaining this information.

5. Determine depth, size, and type of pipes within surface observable drainage, sewerage, and water structures as established above. In the event the structure or pipe is filled with impassible debris, it shall be noted why the invert cannot be obtained.
6. Spot elevations taken at 50' intervals within the Limits of Survey.
7. Locate property corners along the route to establish the apparent rights-of-way.
 - (a) Note: This proposal does not include establishing the actual rights-of-way. The surveyor shall show apparent right-of-way lines using found monumentation and fence lines.

Topographic Survey Deliverables will consist of the following:

- A. Provide detailed indelible prints showing plan and baseline profile views with cross sections on appropriately sized paper, clearly showing all the items listed above, to scale.
- B. Provide a high-resolution PDF of Item A above.
- C. Provide a Three-Point Tie Worksheet.
- D. AutoCAD drawing files in DWG format. The file versions shall be:
 - a. AutoCAD Civil 3D 2018
 - b. AutoCAD 2004
- E. Electronic deliverables shall be provided via a download link.

Task 2 – Geotechnical

2.1 Field Exploration- Propose drilling a total of five (5) undisturbed soil borings for the project. The borings will each be drilled to a depth of 40 feet below the pavement or ground surface.

The borings will be advanced by dry auger or wash methods using rotary type drilling equipment. The boreholes will be backfilled in accordance with LA DOTD requirements. An asphalt patch will be placed at the surface of borings drilled within the roadway.

The soil borings will be sampled continuously or on approximate 5 foot centers. Undisturbed steel wall tube samples (similar to ASTM D 1587) will be secured in cohesive materials and standard penetration tests (similar to ASTM D 1586) will be performed in cohesionless or semicohesive soils.

2.2 Laboratory Testing- Geotechnical laboratory testing will be performed on selected samples collected during the exploration. All tests are performed in general accordance with the appropriate ASTM standards. In general, the testing program is expected to consist of the following tests:

- I. Strength tests (unconfined and/or triaxial)
- II. Classification tests (Atterberg Limits and/or particle size)
- III. Others as appropriate

Samples will be retained for a maximum period of 30 days from the issuance of the geotechnical report. Retaining samples beyond 30 days will require written notice from the Owner and negotiation of charges for storage.

2.3 Geotechnical Engineering- Following the collection of the field and laboratory data, a geotechnical engineer will perform the evaluations necessary to characterize the subsoil conditions of the site and develop the following engineering recommendations and analyses. Survey cross sections will be required for the stability analyses.

- a) Slope stability analyses
- b) Bank stabilization recommendations
- c) Sheet pile design parameters (tip depth, bending moment, etc). The design fee only considers a cantilever design and additional compensation may be requested if tie-backs will be required
- d) Flexible pavement design recommendations
- e) General construction procedures and recommendations

Findings, conclusions, and recommendations will be presented in a report signed by a Professional Engineer registered in the State of Louisiana.

The Engineer will use Gulf South Engineering and Testing, Inc as a sub-consultant to perform all of the geotechnical engineering described in Task 2.

Task 3 - Conceptual Plans and Utility Conflict Review

Conceptual Plans will include but not be limited to the following sheets.

Barber Road Typical Section

Based on the geotechnical pavement recommendation, this plan will include dimensioning of the roadway, show the recommended thickness and type for pavement, base and sub-base, show typical canal dimensions and typical placement of sheet piles, and will indicate the right-of-way or apparent right-of-way found from the topographic survey.

Canal Cross Sections

This plan will include cross sections spaced at 250 feet intervals for the provided project limits between Wisner Street to South Street (estimated 7 cross sections will be provided). Cross sections will show existing and required canal bottom and side slopes, roadway pavement, and proposed sheet pile.

Additionally, to accompany the provided conceptual plans sheets, The engineer will prepare a utility conflict matrix to indicate any utilities found during the topographic survey that are within the limits of the canal. The Engineer will show utility type, indicate conflict area, and provide recommendations to avoid or relocate. The Engineer will review the

requirements for existing utilities which may be affected by this project and will work to minimize any disruptions of utilities for property owners as much as possible during construction.

The Engineer will provide drainage pipe information from the topographic survey so Owner can review and determine if any existing drainage pipes should be replaced.

Upon submittal of the Conceptual Plans and utility conflict review, the engineer will meet with the Owner to present and discuss findings. Owner will review and provide guidance on design to move into next design phase.

Task 4 – Preliminary Plans

The Engineer will prepare preliminary plans, initial opinion of probable construction costs, and work to identify any major issues that may need to be addressed as part of this project that could impact the project cost. The preliminary plans will include roadway work, typical sections, sheet pile design, plan and profile sheets, cross sections every 100 feet along project, and suggested means for maintaining traffic during construction (i.e. detour signing, temporary widening of Barber Road, etc) for local use that will be provided for review and acceptance by the Owner. Based on the Preliminary Plan that meets Owner approval, The engineer will proceed with the preparation of Final Plans.

Task 5 – Final Plans

This phase of the work will include the preparation of Final Plans, Specifications, and contract documents necessary for the project. This will include final details on all sheets and any plan profile sheets (if required), typical sections, cross sections, grading plans, construction details, pavement markings, suggested sequence of construction plans, and miscellaneous details. Plans will show the location and design of junction boxes, pipe lengths, tie-ins to drainage system, and utility adjustments. The Engineer will assist the Owner in obtaining required permits and necessary approvals associated with the work within the project limits.

These plans are to include locations of utilities found to be affected by proposed improvements. The existence and ownership of any existing utilities shall be determined by contacting each utility provider in writing to obtain such records as may be available and information from the topographic survey.

The Engineer will utilize and adhere to all reasonable design practices, methodologies and applicable codes, regulations, and directions listed within, but not limited to, St. Charles Parish Guidelines.

Final Plans will be developed using CADD and will generally consist of, but are not limited to, the following sheets:

- A. General Drawing Sheets which will include Title Sheet/Location Map, Index of Drawings/Notes, Summary of Quantities, Abbreviations and Symbols.
- B. General Civil Drawing Detail Sheets which will include plans, sections and miscellaneous Civil Discipline details as required for successful construction.
- C. Civil and Structural Drawing Sheets which will include plans, sections and sufficient detail drawings as required for successful fabrication and construction.

The Engineer will also prepare the following during the Final Plan phase:

- i. Prepare necessary applications for permits for submission to and approval of local, state, and federal authorities.
- ii. Prepare a detailed Final Opinion of Probable Construction Cost.
- iii. Coordinate with proper utility companies the adjustment, relocation or removal of existing utility lines and structures within the project that are in conflict with the proposed improvements. The Engineer will inquire with all impacted utilities in regard to the viability of any required utility modifications.

The Engineer will attend Council meetings and other meetings as necessary to discuss issues or progress associated with the project. The Engineer will attend a minimum of two (2) Final Plan design coordination meetings with OWNER.

Task 6 – Bidding Phase

The Engineer will provide the following assistance during the Bidding phase:

- a) Assist the OWNER in obtaining bids, attend bid opening, make tabulation and analysis of bids received, verify qualifications of low bidder, make recommendations and render assistance in award of contracts.
- b) Furnish ten (10) sets of plans and specifications for the bid process. The contract documents will be sold at a cost allowed by State law. To cover the cost of reproduction and sale, the engineer will retain all funds generated by the sale of these contract documents.
- c) The Engineer will respond to questions generated by purchasers of the contract documents and will conduct a formal pre-bid meeting no later than two (2) weeks prior to actual project bid date. The Engineer will prepare and distribute clarifications and addenda necessary to address questions that are received in writing during the advertisement period.
- d) Prepare and distribute all necessary addenda.
- e) Attend Council meetings and other meetings as necessary to discuss issues or progress associated with the project

ATTACHMENT "B"
BARBER ROAD BANK STABILIZATION
Projects No. (P210702)

Project Schedule:

Timeline The anticipated timeline, after receiving NTP, for services listed in Tasks 1 to 6 below are as follows:

Task 1: Topographic Survey	2.5 months
Task 2: Geotechnical	1 month
Task 3: Conceptual Plans and Utility Conflict Review	1 month
Task 4: Preliminary Plans	1 month
Task 5: Final Plans	2 months
Task 6: Bidding Phase	1.5 months
 Estimated Project Timeline (Tasks 1 to 6)	 9 months

ATTACHMENT "C"
BARBER ROAD BANK STABILIZATION
Projects No. (P210702)

Project Cost:

For all services outlined in Attachment A and any other services required for this project, the OWNER shall pay the ENGINEER on the basis of their certified and itemized salary costs unless noted as lump sum.

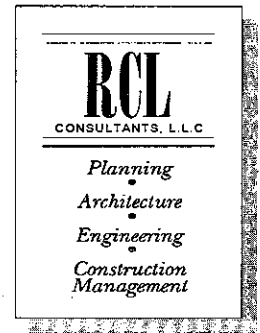
For each task in and any other services required for this project, the work is to be initiated only upon receipt of a written work order from the DIRECTOR which must include the scope of work and a minimum fee that can be charged. The maximum cumulative fee that can be charged for all work on this contract, shall not exceed \$243,028.00 unless increased by contract amendment approved by the St. Charles Parish Council.

Basic Engineering Services:

Preliminary Phase	\$55,895.00
Design Phase	\$97,211.00
Bidding Phase	\$12,152.00

Supplemental Services:

Topographic Survey	\$37,775.00	(lump sum)
Geotechnical	\$13,200.00	(lump sum)
Conceptual Plans and Utility Conflict Review	\$26,795.00	



RESOLUTION

BE IT RESOLVED by the member of RICHARD C. LAMBERT CONSULTANTS, LLC, a Limited Liability Company organized and existing under the laws of the State of Louisiana, and domiciled in the City of Mandeville, Louisiana, that Richard C. Lambert, manager of the Limited Liability Company is hereby authorized and empowered to execute any and all contracts of whatever kind on behalf of the Limited Liability Company.

CERTIFICATE

I, Richard C. Lambert, manager of RICHARD C. LAMBERT CONSULTANTS, LLC do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the members of said Limited Liability Company at a meeting thereof legally held on the 18th day of May, 2021; that said resolution is duly entered into the records of said Limited Liability Company; that it has not been rescinded or modified; and that it is now in full force and effect.

A handwritten signature in black ink, appearing to be "Richard C. Lambert", is written over a horizontal line. The signature is stylized and somewhat cursive.

Richard C. Lambert, Manager
Richard C. Lambert Consultants, LLC