

2019-0246

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. 19-8-16

An ordinance to approve and authorize the execution of a professional service agreement with Pivotal Engineering, LLC, for providing all necessary professional topographic surveying and engineering services for a conceptual plan to replace the Turtle Pond Pump Station. (Parish Project Number P190801).

WHEREAS, the existing pump station that serves the Turtle Pond drainage area is in poor condition and needs replacement, and,

WHEREAS, the Department of Public Works desires to hire an engineering consultant to prepare a conceptual plan that shows the proposed replacement of the pump station including equipment selection and site layout, and,

WHEREAS, the attached agreement between Pivotal Engineering and the Parish describes the proposed topographic surveying and engineering services and compensation for the proposed project.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

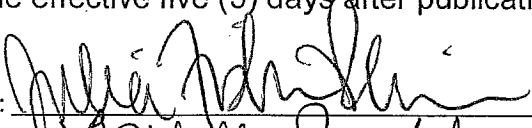
SECTION I. That the Professional Services Agreement between Pivotal Engineering, LLC and St. Charles Parish is hereby approved and accepted.

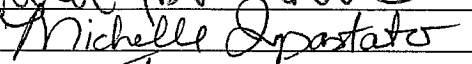
SECTION II. That the Parish President is hereby authorized to execute said Professional Services Agreement on behalf of St. Charles Parish.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: BELLOCK

And the ordinance was declared adopted this 19th day of August, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

SECRETARY: 

DLVD/PARISH PRESIDENT: August 20, 2019

APPROVED:  DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: August 21, 2019

AT: 10:20am RECD BY: 

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 29th day of August, 2019, 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 Pivotal Engineering, LLC, a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional surveying and consulting engineering firm to perform engineering services for the Turtle Pond Pump Station Replacement – Conceptual Plan project as described in Ordinance No. 19-8-16, which is attached hereto and made a part hereof.

1.0 GENERAL

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. The Engineer will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, where specified in Engineer's proposal dated August 1, 2019 (Proposal), which is attached hereto and made a part hereof.

Engineer may begin work upon issuance of a Notice to Proceed. The Owner may terminate the Agreement by written notification and without cause per Section 7.0.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

- 2.1 Engineer shall provide topographic surveying services that are described in the Proposal.
- 2.2 Engineer shall conduct a drainage study, assist in equipment selection, and provide preliminary site plans to guide the project decision-making process to replace the existing pump station.
- 2.3 Engineer shall provide professional engineering services to properly plan and execute the work on the project(s) assigned to the Engineer. These services will include but will not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil engineering.
- 2.4 In general the Project consists of the planning services shown in the Proposal. The project understanding is described in the Proposal.
- 2.5 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.
- 2.6 Engineer shall provide minutes of all meetings with St. Charles Parish.

3.0 SERVICES OF THE OWNER

- 3.1** Assist the Engineer by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.
- 3.2** Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.

4.0 COMPENSATION

- 4.1** For performance of Basic Engineering as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the Standard Hourly Rates in the Proposal, and actual time and costs. The not-to-exceed fee for Basic Engineering is \$30,000. The lump sum fee for the topographic survey is \$5,775.
- 4.2** If the Agreement, or any portion thereof, is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0.
- 4.3** The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
 - 4.3.1** A copy of the Owner's written authorization to perform the service.
 - 4.3.2** Timesheets for all hours invoiced.
 - 4.3.3** Invoice copies, logs or other substantiation of non-salary expenses.
- 4.4** For additional engineering and other services described in Section 5, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

- 5.1** The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.6 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.6 inclusive.
 - 5.1.1** Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Agreement shall be amended to include that work in accordance with Section 4.0 of this Agreement.

5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.4 of this Agreement.

5.1.2.1 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.

5.1.2.2 Prepare to and serve as an expert witness for the Owner in any litigation.

5.1.2.3 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)

5.1.2.4 Services resulting from significant changes in the general scope, extent or character of the Agreement.

5.1.2.5 Providing renderings for Owner's use.

5.1.2.6 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.

6.0 OWNERSHIP OF DOCUMENTS

6.1 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 Agreement and, shall be delivered to the Owner prior to termination or final completion of the Agreement.

6.2 Engineer may retain a set of documents for its files.

6.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.

6.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Agreement, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Agreement 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.

7.0 TERMINATION.

7.1 This Agreement may be terminated by either party upon thirty (30) days written notice.

- 7.2 The Engineer, 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.
- 7.3 The Engineer 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.
- 7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 7.5 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures.
- 8.0 COMPLIANCE WITH LAWS AND ORDINANCE.
- 8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Agreement.
- 9.0 SUCCESSORS AND ASSIGNS
- 9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.
- 10.0 INSURANCE
- 10.1 The Engineer 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 \$500,000.00 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 \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
- 10.3 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.
- 10.4 Engineer 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.
- 10.5 St. Charles Parish shall be named as an additional insured on general liability insurance policies.

- 10.6** For all purposes under Louisiana law, the principals of this Agreement shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

11.0 GENERAL

- 11.1** The Engineer shall indemnify and save harmless the Owner 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 reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 11.2** While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Agreement.
- 11.3** The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability.
- 11.4** This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5** Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6** No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Agreement, and the Engineer shall take appropriate steps to assure compliance.
- 11.7** No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Agreement, and the Engineer shall take appropriate steps to assure compliance.

- 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Agreement no person having any such interest shall be employed.
- 12.0 ACCESS TO SITE
- 12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.
- 13.0 WARRANTY
- 13.1 Engineer warrants that it will perform any design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements.
- 13.2 If Engineering Services designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Agreement.
- 14.0 EXCLUSIVE JURISDICTION AND VENUE
- 14.1 For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon ENGINEER'S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

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:

Ro S. DeLeon

Billy Raymond

ST. CHARLES PARISH



Larry Cochran
Parish President

WITNESSES:

Tr R

Cheryl Price

PIVOTAL ENGINEERING, LLC





PIVOTAL ENGINEERING, LLC

1515 POYDRAS STREET, SUITE 1875

NEW ORLEANS, LA 70112

PHONE: (504) 799-3653

FAX: (504) 799-3654

August 1, 2019

Don Edwards, P.E., Senior Engineer
Public Works Department
100 River Oaks Drive
Destrehan, LA 70047
(985)783-5102

Subject: Turtle Pond Pump Station Improvement
(Around intersection of I-310 service Rd and Johnson St)

Dear Mr. Edwards,

Pivotal Engineering LLC (Pivotal) is please to submit fee proposal for planning study of the subject project.

SCOPE OF SERVICES

Pivotal will provide planning study of the Turtle Pond Pump Station Improvement (around intersection of I-310 service Rd and Johnson St). The scope of the planning study is to conduct drainage study, equipment selection and provide preliminary site plan to guide the project decision making process of the proposed remove and replace pump station improvement.

SUPPLEMENTAL SERVICES

1. Topographical Surveying

FEES

Pivotal proposes a lump sum fee of \$30,000.00 to provide the planning study service scope described above. We are also requesting a 10% sub-consultant management fee.

Planning Study Service Fee =	\$30,000.00
------------------------------	-------------

Supplemental Services (refer attachment B):

Topographical Surveying (by Riverland Surveying Co., L.L.C.) =	\$5,250.00
--	------------

Sub-Consultant Management Fee (Lump Sum) = \$ 5,250.00 x 10% =	\$ 525.00
--	-----------

Pivotal Engineering Total Project Fee =	<u>\$35,775.00</u>
--	---------------------------

We appreciate the opportunity to provide these services. Should you have any questions or require additional information, please email at amehta@pivotaleng.com or call at 504 559 6518.

Sincerely,

Avinash Mehta

Avinash Mehta, PE

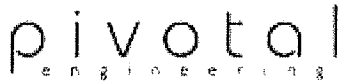
Principal

Attachments:

Attachment A – Pivotal Engineering, LLC Schedule of Man-hour Rates and Charges

Attachment B –Riverland Surveying Co., L.L.C. (Sub –Consultant service fee)

Attachment A
Pivotal Engineering, LLC
Schedule of
Man-hour Rates and Charges



PIVOTAL ENGINEERING, LLC

1515 POYDRAS STREET, SUITE 1875

NEW ORLEANS, LA 70112

PHONE: (504) 799-3653

FAX: (504) 799-3654

SCHEDULE OF MAN-HOUR RATES AND CHARGES

STAFF	HOURLY RATE
Principal Engineer (PE)	\$220
Project Director (PE)	\$175
Senior Civil Engineer (PE)	\$160
Senior Mechanical Engineer (PE)	\$160
Senior Electrical Engineer (PE)	\$160
Senior Environmental Engineer (PE)	\$160
Project Engineer (EI)	\$135
Designer/CAD Drafter	\$95
Clerical	\$55
Travel (\$0.545 per mile)	

Attachment B
Riverland Surveying Co., L.L.C.
(Sub –Consultant service fee)

RIVERLANDS SURVEYING CO., L.L.C.

505 Hemlock Street • LaPlace, LA 70068
Phone: (985) 652-6356
800-248-6982
Fax: (985) 652-3422

Stephen P. Flynn
Project Manager, P.L.S.

Donna A. Flynn
President

July 10, 2019

Yoseph Shifare, P.E.
Pivotal Engineering, LLC
1515 Poydras Street, Suite 1875
New Orleans, LA 70112
504-799-3659 Direct
yshifare@pivotaleng.com

Re: Turtle Pond Pump Station, St. Rose, St. Charles Parish, Louisiana

Dear Mr. Shifare,

This letter serves as a quote to provide the following services for the fees stated:

A) Survey Services for Turtle Pond Pump Station

\$5,250.00

- Topographic Survey on Turtle Pond Pump Station.
- Scope of work attached.
- Survey limits attached.
- Utility locations are limited to respondents of a LA One Call request.
- Preferred completion date: Within 15 business days from the notice to proceed.

B) Additional Services / Notes

- Hourly Rate Sheet Attached.
- Estimate does not include:
 - * Line clearing
 - * Legal description preparation
 - * Completion date guarantee
 - * Courthouse research
 - * Expert testimony / depositions
 - * Meetings / telephone consultations

Any additional services, changes, revisions, additions, or printing will be charged per our normal rate schedule. If you should have any questions or comments please feel free to contact me at the above number.

By signing below you authorize us to proceed with this work, and agree to be personally responsible for all fees and interest. If you sign in a representative capacity, you will look to your principal for reimbursement and will not require us to collect from any other person or firm. You will pay us first, then look to your client, principal, owner or contractor for reimbursement. Invoice will be submitted for payment when initial preliminary draft of survey is issued for review. Payment is due prior to the release of signed and sealed hard copies of survey or electronic copies of survey. Invoices are payable immediately and become past due 30 days after issuance. A service charge will be added on all accounts over 30 days in an amount of 1 ½% per month – annual percentage rate is 18%. If an attorney is employed to enforce collection, you will pay reasonable attorney fees in addition to the amount due on the invoices.

Sincerely,



Travis P. Trosclair
TPT/mfd
Q3460

Authorized Signature: _____

Print: _____

Date: _____

Firm: _____

RIVERLANDS SURVEYING CO., L.L.C.

505 Hemlock Street • LaPlace, LA 70068

Phone: (985) 652-6356

800-248-6982

Fax: (985) 652-3422

Stephen P. Flynn
Project Manager, P.L.S.

Donna A. Flynn
President

SCHEDULE OF RATES AND CHARGES

July 10, 2019

Q3460

PERSONNEL

<u>Staff</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>
Professional Land Surveyor	\$ 80.00	
CAD Technician	\$ 50.00	\$ 68.00
Project Coordinator	\$ 55.00	\$ 75.00
Field Coordinator	\$ 50.00	\$ 68.00
Clerical	\$ 30.00	\$ 41.00
Survey Party (3-man crew)	\$ 112.00	\$ 152.00
Survey Party (2-man w/ robotic)	\$ 112.00	\$ 152.00
Survey Party (4-man crew)	\$ 132.00	\$ 179.00
Survey Party (3-man w/ robotic)	\$ 132.00	\$ 179.00
GPS system	\$ 85.00	\$ 85.00
Electronic level	\$ 200.00 (day)	
Travel	\$ 90.00	

Hourly rate applies to first 8 hours worked each day, Monday thru Friday.

Overtime rate applies to hours worked in excess of 8 on Monday thru Friday, and all hours worked on Saturday, Sunday and holidays.

Minimum callout 6 hours. Due to the uncertainty of dates required, call outs are subject to the availability of the crews.

Rates charged will be portal to portal from 505 Hemlock Street, LaPlace, Louisiana

Invoices are payable immediately and become past due 30 days after issuance. A service charge will be added on all accounts over 30 days in an amount of 1 ½% per month – annual percentage rate is 18%. If an attorney is employed to enforce collection, you will pay reasonable attorney fees in addition to the amount due on the invoices.

EXPENSES

(Transportation, Equipment and Other Direct Costs)

Survey Vehicles	\$ 1.00 per mile
Passenger Cars	\$ 0.58 per mile
Materials and Supplies	At Cost plus 15%
Reproduction	At Cost plus 15%
In-house Reproduction	\$ 1.00 per sheet (up to 24x36)

SPECIAL OWNED EQUIPMENT

1. Large Boat, Motor, Trailer & Accessories ----- \$ 125.00/Day
2. Small Boat, Motor, & Accessories ----- \$ 50.00/Day
3. All Terrain Vehicle & Trailer ----- \$ 50.00/Day

Untitled Map

Turtle Pond Pump Station

Legend

Survey Limit

Turtle Pond Pumpstation

Turtle Pond Pump station

310 Service Rd

Airline Hwy

Eisenhower St

Johnson St

Jennedy St

500 ft

Google Earth

© 2018 Google

Turtle Pond Pumpstation Topographic Survey

Survey Scope of Work

Scope:

1. Horizontal coordinates shall be referenced to the Louisiana State Plane Coordinate System, South Zone, NAD 1983.
2. Establish two (2) Temporary Benchmarks (TBM) on site. The vertical datum shall be referenced to N.A.V.D. 1988.
3. The limits of topographic survey shall be the area as shown on the attached sketch.
4. Non-visible utilities shall be shown based on One Call markings and available utility maps.
5. Utilities will be located including water, sewer and drain, top of casting and inverts.
6. Tree sizes and species 4" DBH or greater will be located.
7. Spot elevations will be taken on a 25' x 25' grid within the limits of topography.
8. Existing boundary and/or servitude to be shown
9. Plot location of improvements within the designated limits of survey. This is to include all visible aboveground topographic features, but not limited to, such as edge of pavement, ditches and culverts, buildings, fences, electric poles, traffic control devices, signage, structures, and other topographic features found.
 - a. The following specific items of the ditch shall also be included:
 - i. Pump station sump/pit depth
 - ii. Existing ditch profile upstream and downstream of the pump station within the survey limit

Deliverable:

- 1- 24x36 Paper
- 1- Electronic PDF
- 1 - AutoCAD C3D drawing
- 1 -Survey point file (.xls file)