



# **DESOTO PARISH POLICE JURY**

**February 05, 2024 at 5:03 PM**  
**Solid Waste Committee**

**Police Jury Meeting Room, 101 Franklin Street, Mansfield, LA 71052**

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## **AGENDA**

Greg Baker, Chairman, Ernel Jones, Richard Fuller, Jimmy Holmes and Keith Parker

**A. CALL TO ORDER**

**B. CALL FOR ADDITIONS AND DELETIONS**

**C. GUEST AND PUBLIC COMMENTS**

**D. SOLID WASTE ITEMS**

1. Authorize the President to sign the Short Form Agreement Between Owner and Engineer for Professional Services with Forte and Tablada, Inc, for the US 84 Safety Turn Lane at the Mundy Landfill
  
2. Authorize the Administrator to sign a Scope of Work and Cost Estimate with Providence for conducting quarterly surface emission monitoring for 2024 at the Mundy Landfill in the amount of \$9,600

**E. ADJOURN**

SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of February 20, 2024 ("Effective Date") between  
DeSoto Parish Police ("Owner")

and

Forte and Tablada, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

US 84 Safety Turn Lane – Mundy Land Fill (Right Turn Lane into Landfill Only) ("Project").

Engineer's Services under this Agreement are generally identified as follows:

Design, preliminary plans, final plans and specifications, construction administration and Resident Project Representative

*[Describe scope of services, or refer to an attachment. See Exhibit A, EJCDC E-500, for an example of a full scope of engineering services.]*

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: **12 Weeks**.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not **exceeding 4** months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

## 2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

  - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A. 1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.



- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such-use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability



for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment-Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
  - 1. A Lump Sum amount of \$ 1,500 for LaDOTD Permitting.
  - 2. A Lump Sum amount of \$ 2,500 for Topographic Survey.
  - 3. A Lump Sum amount of \$ 20,500 for Civil Engineering design based on the following estimated distribution of compensation:
    - a. Preliminary Design Phase 40%
    - b. Final Design Phase 40%
    - c. Bidding and Negotiation Phase 5%
    - d. Construction Administration 15%
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

- 7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

*Additional Services:* Additional services to be provided and compensated by standard hourly rates (Rate Sheet attached) are as follows:

Material Sampling & Testing (PSI invoice + 10%)	\$10,000.00 (estimated)
Project Control and Staking	\$8,000.00 (estimated)

### **7.03 Resident Project Representative Standard Hourly Rates**

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~~Compensation for Resident Project Representative Basic Services Standard Hourly Rates Method of Payment~~

~~A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:~~

~~Resident Project Representative Services: For services of Engineer's Resident Project Representative, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates (see Appendix 1) for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be based upon full time RPR services on an eight-hour workday, Monday through Friday, over a 120 day construction schedule.~~

~~Compensation for Reimbursable Expenses:~~

~~Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage).~~

~~Estimated Compensation Amounts:~~

~~Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~

~~When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.~~

Attachments: Appendix 1, Engineer's Standard Hourly Rates *[Exclude Appendix 1, Engineer's Standard Hourly Rates, only if hourly rates are not to be used for either basic compensation (Paragraph 7.01) or additional services (Paragraph 7.02)]*

*[Itemize any other attachments that will be part of the Agreement].*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Engineer License or Firm's Certificate  
Number: \_\_\_\_\_

State of: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

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**2024 HOURLY RATE SCHEDULE**  
As of January 1, 2024

<b>Employee Classification</b>	<b>Hourly Rate</b>
<b>Engineering Services</b>	
Principal	\$ 260.00
Senior Project Manager	215.00
Project Manager	185.00
Senior Project Engineer	160.00
Project Engineer	150.00
Engineer Intern II	125.00
Engineer Intern I	105.00
Engineer Assistant	55.00
Legal Expert Consultant/Engineer (5 hr. minimum for deposition/testimony)	275.00
<b>Support Services</b>	
Design Manager	\$ 155.00
Designer	130.00
Senior CADD Technician	115.00
CADD Technician	85.00
<b>Surveying Services</b>	
Survey Manager	\$ 220.00
Senior Professional Land Surveyor	175.00
Professional Land Surveyor	150.00
Land Surveyor Intern (L.S.I.)	95.00
1 Man Survey Crew	150.00
2 Man Survey Crew	185.00
3 Man Survey Crew	230.00
4 Man Survey Crew	275.00
Senior Construction Observer	105.00
Construction Observer	85.00
<b>Advanced Measurements</b>	
Advanced Measurements Manager	\$ 185.00
Advanced Measurements Senior Technician	135.00
Advanced Measurements Technician	95.00
Advanced Measurements Field Crew	225.00
<b>Clerical/Administrative Services</b>	
Project Administrative Assistant	\$ 85.00
Administrative Assistant	65.00

**Surveying Materials/Equipment**

All necessary specialty items such as Concrete Monuments with Brass Disk, Stakes, Iron Rods, LADOTD ROW monuments, etc.	Cost plus 10%
Motorized Boat	\$ 200.00/Day
Bateau	\$ 10.00/Day
Four Wheeler	\$ 40.00/Day
LIDAR Mobile Mapping and/or Multi-Beam Hydro	As defined by Contract

**Miscellaneous Charges**

1. Travel utilizing company or employee car	\$ 0.67/mile
2. Photographic Reproducibles	At Cost
3. Travel including airfare, motel, meals, etc.	At Cost
4. Subconsultants	Cost plus 10%

**Insurance**

Certificates of Insurance provided upon request