



T. BAKER SMITH, LLC
A CENTURY OF SOLUTIONS

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www.tbsmith.com

EXHIBIT

A

July 11, 2023

Mayor Staci Albritton Mitchell
City of West Monroe
2305 North 7th St.
West Monroe, LA 71291

RE: City of West Monroe Drainage

Ms. Mitchell:

T. Baker Smith, LLC (TBS) is an integrated, professional consulting firm committed to delivering successful project outcomes for our clients. TBS' disciplined professionals serve as trusted advisors by engaging clients' challenges, framing innovative solutions, and providing responsive service during all phases of project delivery.

Please regard this correspondence as a formal proposal from TBS to provide professional services for the above referenced project.

Thank you for the opportunity to submit this proposal. If you have any questions, comments, or need additional information, please do not hesitate to contact us.

Sincerely,

T. BAKER SMITH, LLC

Perry Smith
SUE Project Manager
225.744.2100 | Direct
225.678.7475 | Mobile
Perry.Smith@Tbsmith.com

SCOPE OF WORK

With the intent of achieving Quality Level B depiction of all subsurface utilities within the project limits, TBS will perform the work required for this project in general accordance with the recommended practices and procedures described in American Society of Civil Engineers (ASCE) Publication *CI/ASCE 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*.

For this project, TBS will provide the following services within the project limits shown in red (Phase 1) yellow (Phase 2) Green (Phase 3) on the attached Exhibit 1.

Quality Level D Services - Utility Information Research

TBS will conduct a utility records research of the project limits. In addition to records received from the CLIENT, TBS will gather and review information collected from one or more of the following sources. The data acquired through this effort will be taken into consideration when analyzing field data and preparing the project deliverables.

- One Call Notification Center
- Internet-Based Databases
- Aerial Imagery
- Utility Owners
 - Record Drawings
 - Previous Construction Plans
 - Database Information/Maps
- Parish/County Clerk Office
- State Department of Transportation
- Oral Histories

TBS will make available to the CLIENT copies of all information gathered from utility owners, provided that this transmittal does not violate the agreement set forth by the utility owner upon the request for records.

Quality Level C Services - On-Site Visual Inspection

Inclusive of Quality Level D services. TBS will identify utility surface features, ensure they are properly surveyed, correlate the applicable utility records to the identified features, and resolve any discrepancies.

Quality Level B Services - Utility Designation

Inclusive of Quality Level C services. TBS will utilize an appropriate suite of geophysical equipment to designate and mark underground utilities within the project limits which are then tied down by survey.

- Unless an alternate marking procedure is specified by the CLIENT, TBS will mark underground utilities at a maximum of 50-foot intervals and at all changes in direction.
- TBS may designate plastic water lines, force mains, and other non-metallic utility lines through the use of ground penetrating radar (GPR) or an acoustic locator. When these methods are not effective, these facilities will be depicted at Quality Level D or Quality Level C depending on the available information.

- TBS may designate other non-metallic utility lines by temporarily introducing metallic material such as fish tape, rodder, or a sonde, and then tracing them.
- An inductive search in a grid pattern will be performed at the end of the designating process to search for undocumented, abandoned, and inactive lines.

Despite TBS's due diligence to identify buried utilities within the project limits, the possibility still exists, that some utilities are not identified. Utilities that are not identified through the Utility Information Research and On-Site Visual Inspection efforts will be referred to as "unknown" utilities.

It is important to note that the ability of GPR to achieve desired penetration depths in the soil is based on the antenna frequency and electrical conductivity of the soil. Electrical conductivity of soils increases with increasing water and soluble salt content and soils with high electrical conductivity rapidly attenuate radar energy, restricting penetration depths and limiting the effectiveness of GPR.

Utility Survey

The Survey of all utility markings and above ground utility features will be performed by the Client or the Client's representative.

Traffic Control

TBS will develop and follow simple traffic control plans based on standard TBS safety procedures. Site specific Management of Traffic plans are excluded, though lane closures are not anticipated.

Deliverables

TBS will prepare and submit the following deliverables to the CLIENT.

- CAD File:
 - TBS will review the topographic survey file depicting the type and horizontal location of the surveyed utilities and ensure the utility locations depicted are in accordance with ASCE 38-02.
 - TBS will utilize the line style and symbology provided by CLIENT. If the CLIENT does not provide this information, TBS will utilize its standard line styles and symbology.
- Plan Set:
 - TBS will deliver a plan set, signed and sealed by a state licensed professional engineer. The plan set will be engineering drawings shown in plan view with aerial imagery background.
- Report:
 - TBS will deliver a signed and sealed SUE report that contains information about the utility investigation, analyses, and conclusions that might otherwise not be conveyed in the plans and/or CAD file.

Schedule

TBS can generally commence work within two (2) weeks of receiving an executed contract, a notice to proceed (NTP), and other applicable permits and permissions, including right of entry and right of way permits.

Subject to conditions listed in assumptions, TBS can complete the aforementioned services within twenty (20) business days from receipt of NTP for the final phase. This schedule is subject to uncontrollable impacts, such as weather and access disruptions.

Exclusions

- Collection of data from utility poles and overhead wires, open channels and irrigation ditches, and underground irrigation systems is excluded.
- Utility Designation for gravity-fed sanitary and storm sewer lines is excluded.

Assumptions

- TBS anticipates separate mobilizations for each phase.
- Utilities may exist which are not locatable.
- TBS utilizes industry standard methodologies to designate and locate underground utility facilities. These standard methodologies were developed to prevent damage to existing utilities. This includes opening of above ground and underground utility structures including hand holes, manholes, valve boxes, junction boxes, etc. This may also include inserting a traceable rod into conduit to detect non-metallic utilities. TBS is not responsible for previously damaged utilities discovered during our investigation.
- For designated utilities, the size and material type of all utilities will be provided if the information is indicated on available record drawings, through in-field visual inspection, or available through test hole investigation.
- TBS will work with the CLIENT and applicable jurisdictional entities to obtain the necessary permits or permissions to complete the field tasks.
- TBS' performance of SUE services does not relieve SUE data users from following applicable damage prevention and State One Call laws. TBS is not responsible for damage to utilities caused by others.

COMPENSATION

The professional services described herein will be performed on a Lump Sum Contract basis for a fee of \$36,058.00.

Task				
Labor/Equipment	Unit Price	Unit	Quantity	Total
Phase 1 - Quality Level B Designating	\$3,000.00	Days	5	\$15,000.00
Phase 1 - Per Diem	\$139.00	Day/Person	10	\$1,390.00
Phase 2 - Quality Level B Designating	\$3,000.00	Days	3	\$9,000.00
Phase 2 - Per Diem	\$139.00	Day/Person	6	\$834.00
Phase 3 - Quality Level B Designating	\$3,000.00	Days	3	\$9,000.00
Phase 3 - Per Diem	\$139.00	Day/Person	6	\$834.00
Total				\$36,058.00

CLIENT'S RESPONSIBILITY

- CLIENT will provide TBS with project information, including all project objectives and any known constraints.
- If applicable, CLIENT will provide TBS with the utility line styles and symbology to utilize in preparing the deliverable(s).
- CLIENT will provide review and approvals of the professional services provided.

SAFETY, ENVIRONMENTAL AND SECURITY

TBS is committed to establishing a safe work environment where our associates practice safe work habits with positive attitudes. The *TBS Safety Best Practices and Guidelines* comply with state and federal regulations pertaining to worker occupational health, safety, and environment. TBS participates in contractor safety evaluation programs and observes contractor safety standards and requirements. TBS prepares daily Job Safety Analysis forms and document meetings. Individuals working near DOT-regulated pipeline facilities will have completed an operator qualification (OQ) program and will be OQ-qualified to perform the tasks in the scope of this project. TBS provides associates with appropriate personal protective equipment (PPE). Any use of a utility-terrain vehicle (UTV) includes the use of seatbelts, general PPE and operators will have completed an operator safety course on the proper use of the vehicle. Other safety, environmental, and security requirements not specifically listed here will be followed according to contractor guidelines.

STANDARD OF PERFORMANCE

The standard of care for all professional services performed or furnished by TBS under this agreement will be that degree of care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

TBS represents that to the best of its knowledge, ability, and professional judgment all work will be performed safely and in a good and workmanlike manner; that TBS has adequate equipment in good working order and fully trained personnel capable of efficiently and safely operating such equipment and performing services for CLIENT.

This agreement, together with the attached Terms and Conditions and enclosures, constitutes the entire agreement between CLIENT and TBS. It may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

If you agree with the terms and conditions outlined within, please execute this document in the appropriate location and return a copy to our office. Upon receipt of one signed copy of this Letter Agreement, we will begin work on your project. The conditions of this Letter Agreement shall be applicable for forty-five (45) days, after which we reserve the right to review and/or renegotiate them.

If you have any questions, comments, or need additional information, please feel free to contact us.

Sincerely,

T. BAKER SMITH, LLC



Perry Smith
SUE Project Manager
225.744.2100 | Direct
225.678.7475 | Mobile
Perry.Smith@Tbsmith.com

Agreed to this date: _____
By: Client

Agreed to this date: _____
By: T. Baker Smith, LLC

Client Representative (SIGN)

T. Baker Smith, LLC Representative (SIGN)

Client Representative (PRINT)

T. Baker Smith, LLC Representative (PRINT)

TERMS AND CONDITIONS

1. **Applicability to Services:** These Terms and Conditions ("Conditions") will exclusively govern all services rendered by or on behalf of T BAKER SMITH, LLC and/or any of its affiliated entities ("Consultant") for the Client specified in the order, including all additional services, modifications to such services, or change orders for services subsequently agreed upon by the parties (collectively, "Services"). No terms and conditions other than these Conditions shall be binding upon Consultant, and all terms and conditions contained in any prior oral or written communication (including without limitation Client's purchase order and terms and conditions thereof) which are different from or in addition to these Conditions are hereby expressly rejected by Consultant and shall not be binding on Consultant. All prior proposals, negotiations, representations or terms and conditions communicated, if any, are merged herein and superseded by these Conditions, and Client is deemed to have consented to the exclusive application of these Conditions upon signature or acceptance of the Consultant's Letter Agreement, Client's submittal of a Purchase Order or agreement for Consultant to provide Services to Client, and/or by Client's allowance of Services to be rendered to or for the benefit of Client. For avoidance of doubt, Consultant offers and/or counteroffers to provide the Services solely and exclusively in strict accordance with these Conditions, expressly rejecting any and all offers, counteroffers, terms and conditions of Client which are inconsistent or in addition to the terms hereof. No additional or differing terms and conditions shall be binding upon Consultant unless expressly consented to in writing by an authorized officer of Consultant.
2. **Charges and Payment:** Client shall pay Consultant the agreed upon price or compensation for all Services and for all agreed upon expenses and costs related thereto. Invoices are due and payable upon receipt. Invoices not paid within thirty (30) days of Client's receipt of Consultant's invoice will be assessed a finance charge of one percent per month, or fraction thereof, for each month beyond 30 days past due. Invoices not paid within sixty (60) days of receipt will result in the discontinuation of services until such invoices are paid in full. Invoices not paid within ninety (90) days of receipt will be referred for collection. Client will be responsible for all expenses incurred in the collection of any unpaid invoice, including all reasonable attorneys' fees.
3. **Limited Warranty/Liability:** Consultant's sole and exclusive warranties are contained in the "Standard of Performance" provision of the Letter Agreement and ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN ARE HEREBY EXPRESSLY DISCLAIMED. Client's sole and exclusive remedy for any breach of warranty shall be as follows: at Consultant's sole option and election within Consultant's sole discretion, Consultant shall either (i) re-perform non-conforming Services within a reasonable time without additional charge, provided Client may terminate Services agreement for failure of Consultant to commence such reperformance of non-conforming services within a reasonable time, or (ii) reimburse or not charge Client for the compensation for non-conforming Services. Notwithstanding any other provision herein, Client waives any and all other remedies and claims which it may have or damages incurred arising from breach of warranty, including but not limited to any claims for incidental, consequential, punitive, or other economic damages or loss.
4. **Force Majeure.** In no event shall Consultant be liable for any damages, delays in performance or failure to perform arising out of any Force Majeure event, including but not limited to Acts of God, hurricanes, tropical storms, inclement weather, power or utility outages or shortages, actions of others, and/or any other cause, event or condition beyond the control of Consultant.

5. **INDEMNIFICATION.** The following indemnification and release of liability will apply to all work performed under this contract. In the event one party must bring legal action in order to enforce an indemnification, all such legal costs shall be included as part of the indemnification.
- a. **CONSULTANT'S INDEMNIFICATION OF CLIENT:** Consultant shall release Client of any liability for, and shall protect, defend, indemnify, and save Client, its officers, directors, employees and joint owners harmless from and against all claims, demands and causes of action of every kind and character (including Punitive Damages) for bodily injury, death, and property damage arising out of the performance of Consultant's duties under this Contract to the extent caused by the negligence or willful misconduct of Consultant, its subcontractors or their employees.
 - b. **CLIENT'S INDEMNIFICATION OF CONSULTANT:** Client shall release Consultant of any liability for, and shall protect, defend, indemnify, and save Consultant, its officers, directors, employees and joint owners harmless from and against all claims, demands and causes of action of every kind and character (including Punitive Damages) for bodily injury, death, and property damage to the extent caused by the negligence or willful misconduct of Client or its employees or agents.
 - c. **CONSEQUENTIAL DAMAGES:** Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of this Contract, including, without limitation, loss of profit or business interruptions, however same may be caused, and regardless of whether caused by the negligence, breach of warranty or other legal duty, or other legal fault of either party.
6. **Compliance with Law:** Client shall at its expense comply with State, Federal and Local laws and regulations affecting all Services hereunder and Client shall pay all taxes imposed upon it by virtue of the Services rendered.
7. **Default:** In case of default or breach of this Agreement by Client, or if Consultant for any reason deems itself insecure, Consultant may stop work and terminate this Agreement without prejudice to any remedies or claims which Consultant might otherwise have.
8. **Jurisdiction and Venue:** The Client and Consultant hereby irrevocably (i) submit to and agree to litigate any dispute, suit, or action arising out of or relating to this Agreement or any of transactions contemplated by this Agreement in the exclusive jurisdiction and venue of the U.S. District Court for the State of Louisiana, Western District, Lafayette Division or any court in Lafayette Parish, Louisiana, and (ii) waive any and all objections to such jurisdiction or venue Client may have.
9. **Louisiana Statutory Employer.** The parties acknowledge and agree that (i) all work and services performed by Consultant are an integral part of and essential to the ability of Client to generate its goods, products, and services, (ii) that Client is and shall be deemed a statutory employer of Consultant's employees for purposes of La. R.S. 23:1061(A)(3), as the same may be amended from time to time.
10. **Miscellaneous:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No right of Consultant under this Agreement may be waived except in written signed by a duly authorized representative of Consultant. This instrument expresses the entire Agreement between the parties as to the content and matters addressed herein.



<p>DRAINAGE MAP SUNSHINE HEIGHTS DRAINAGE IMPROVEMENTS, CITY PROJECT NO. C22024 <small>CITY OF WEST MONROE OR ACHEYA PARISH, LOUISIANA</small></p>		<p>LAZENBY & ASSOCIATES, INC. <small>CONSULTING ENGINEERS & LAND SURVEYORS 200 NORTH 7TH STREET WEST MONROE, LOUISIANA 70091-2510</small></p>	<p><small>DATE: 01/11/2024 TIME: 10:00 AM DRAWN BY: J. L. LAZENBY CHECKED BY: J. L. LAZENBY APPROVED BY: J. L. LAZENBY</small></p>
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