

# PACE

PROCESS AND CONTROLS ENGINEERING, LLC

December 16, 2024

PACE Project # CT-24-4020

## PROJECT MANAGEMENT SERVICES PROPOSAL

**Prepared for: City of Thibodaux**  
Mayor Kevin Clement  
Canal Tower / Candy Lane Tower  
Water Tower Painting and Repair  
Thibodaux, Louisiana

**PROCESS  
AND  
CONTROLS  
ENGINEERING**

**PACE**  
9 Flamingo Street  
New Orleans, LA 70124  
985 635-1410

December 16, 2024

Mr. Kevin Clement, Mayor  
City of Thibodaux  
310 East 2<sup>nd</sup> Street  
Thibodaux, LA 70301

Subject: Canal Water Tower / Candy Lane Water Tower Painting and Repair

Dear Mr. Mayor Clement:

Please allow this letter to serve as Process And Controls Engineering (PACE) proposal to provide Request For Proposal (RFP) Generation and Project Management Services for the Canal Water Tower and Candy Lane Water Tower Painting and Repair projects.

The proposed RFP Generation, Water Tower Painting and Repair Permits, Project Management Services contained herein are based on information provided from email correspondence and project discussions.

This document, once executed, will serve as the RFP Development and Project Management Services contract between The City of Thibodaux and PACE, inclusive of the following attachments:

- I - Project Overview, Request For Proposal (RFP) Development, Bid Administration, Construction Administration, RFP Development / Project Management Services Quote
- II - Assumptions & Exclusions
- III - Standard Rate Sheet, Terms & Conditions

PACE appreciates the opportunity to provide these services to you and working with The City of Thibodaux on this project. If this proposal is acceptable, please sign in the space provided.

This proposal shall be considered valid for sixty (60) days from the proposal date.

Sincerely,

**ACCEPTANCE OF PROPOSAL** By signing below I hereby certify that I am authorized to sign this agreement on behalf of the company listed above and that I have read and familiarized myself with this agreement and all attachments identified herein.

X: \_\_\_\_\_

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

*Daniel T. Foglesong*

Daniel T. Foglesong, P.E.

President / Principal Engineer

Process And Controls Engineering, LLC

# 1. PROJECT DOCUMENTS

## **PROJECT OVERVIEW**

### Canal Water Tower

The Scope of Work for the Thibodaux Water Plant Canal Water Tower is to paint the interior of the Water Tower, install a flapper gate on the overflow pipe, run the overflow line to the existing box, install a new manway at the top of the tower that meets standards, and install a new opening at the base of the tower.

The interior of the tank will be drained and will be blasted to remove all existing paint. The tank will be cleaned of all dust and the blasted areas will have a paint coating applied. The entire interior of the tank will have two coats of paint, plus one stripe coat, will be applied. Once the paint cures, the tank will be chlorinated, then filled to the high-water level and allowed to sit for 24 hours before obtaining a water sample that will be sent out for testing.

### Candy Lane Water Tower

The Scope of Work for the Thibodaux Water Plant Candy Lane Water Tower is to paint the interior and exterior of the Water Tower, install a new manway at the top of the tower that meets standards, install a screen flange on the overflow pipe, and repair of the drain line under the tower.

The exterior of the tank will be blasted to remove all existing paint. The tank will then be cleaned of all dust and will be coated with a primer, then two coats of paint will be applied. The interior of the tank will be drained and will be blasted to remove all existing paint. The tank will be cleaned of all dust and the blasted areas will have a paint coating applied. The entire interior of the tank will have two coats of paint applied. Once the paint cures, the tank will be chlorinated, then filled to the high-water level and allowed to sit for 24 hours before obtaining a water sample that will be sent out for testing.

## **ENGINEERING SCOPE AND DELIVERABLES**

### Water Tower Painting and Repair Permit – Canal and Candy Lane

- Provide a Scope of Work and all documents required for obtaining a permit from Louisiana Department of Health for exterior painting and repair of the Canal Water Tower.
- Provide a Scope of Work and all documents required for obtaining a permit from Louisiana Department of Health for interior and exterior painting and repair of the Candy Lane Water Tower.

### Request For Proposal (RFP) Development – Canal and Candy Lane Painting

- Provide a separate RFP for Canal and Candy Lane painting. Each RFP will include the following.
  - a. A cover sheet for the project construction plans, which shows a vicinity map, project title, index of sheets, list of governing agencies, project information and any pertinent signature blocks.
  - b. A proposal will be developed that will provide tower painting specifications, tower details, drawings, paint specifications, project specific specifications, and

testing requirements. This will be used as the guiding document for Contractor bids.

- c. City of Thibodaux specific Terms and Conditions (T&C's) will be included in the proposal. City of Thibodaux will provide this document.

### Request For Proposal (RFP) Development – Canal and Candy Lane Inspection

- Provide a separate RFP for Canal and Candy Lane inspection. Each RFP will include the following.
  - a. A cover sheet for the project construction plans, which shows a vicinity map, project title, index of sheets, list of governing agencies, project information and any pertinent signature blocks.
  - b. A proposal will be developed that will provide tower painting inspection requirements, tower details, drawings, paint specifications, project specific specifications, and testing requirements. This will be used as the guiding document for Contractor bids.
  - c. City of Thibodaux specific Terms and Conditions (T&C's) will be included in the proposal. City of Thibodaux will provide this document.

### Bid Administration – Canal and Candy Lane Painting

- Provide a Bid Administration for both Canal and Candy Lane Painting Bids. The following administration will be provided for each Water Tower.
  - a. The Engineer will coordinate the Bidding date, time and process for bidding the project in the instruction and invitation for bidders.
  - b. The Engineer will provide plans and specifications to City of Thibodaux Purchasing, who will manage Advertising of the Bid documents. The Engineer will track documents and respond to questions/clarifications.
  - c. The Engineer will receive and answer pre-RFI's from bidding general contractors and issue addenda to the documents as required.
  - d. The Engineer will attend and conduct one (1) Pre-Bid Walk in association with the Owner's representative.
  - e. The Engineer will be responsible for providing project scope clarifications as required.
  - f. The Engineer will perform a technical evaluation of the bids to ensure compliance will all project scope requirements. City of Thibodaux Purchasing will provide the bids.
  - g. The Engineer will develop a bid tab of all qualified bids that will include clarifications, non-compliant scope items, and bid costs.
  - h. The Engineer will meet with City of Thibodaux to review the bid tab.

### Bid Administration – Canal and Candy Lane Inspection

- Provide a Bid Administration for both Canal and Candy Lane Inspection Bids. The following administration will be provided for each Water Tower.
  - a. The Engineer will coordinate the Bidding date, time and process for bidding the project in the instruction and invitation for bidders.

- b. The Engineer will provide plans and specifications to City of Thibodaux Purchasing, who will manage Advertising of the Bid documents. The Engineer will track documents and respond to questions/clarifications.
- c. The Engineer will receive and answer pre-RFI's from bidding general contractors and issue addenda to the documents as required.
- d. The Engineer will attend and conduct one (1) Pre-Bid Walk in association with the Owner's representative.
- e. The Engineer will be responsible for providing project scope clarifications as required.
- f. The Engineer will perform a technical evaluation of the bids to ensure compliance will all project scope requirements. City of Thibodaux Purchasing will provide the bids.
- g. The Engineer will develop a bid tab of all qualified bids that will include clarifications, non-compliant scope items, and bid costs.
- h. The Engineer will meet with City of Thibodaux to review the bid tab.

#### Construction Administration – Canal and Candy Lane

Once a construction contract between the owner and the Contractor has been executed, the Engineer will further assist the Owner by providing Construction Administration services at the project sites. The Engineer's services at both the Canal and Candy Lane project sites may include the following tasks:

- The Engineer shall advise and consult with the Owner during the construction phase to keep the owner reasonably informed about the progress and quality of the Work and report known and/or visible deviations at the time of the site observation
- The Engineer shall attend site visits at appropriate intervals to the stage of the construction duration to become generally familiar with the progress and the quality of the Work and determining if the Work has been performed in general compliance with the contract documents. The Engineer is not required to make exhaustive or continuous on-site inspections – two site visits per tower have been included in the proposal. If more site visits are needed, an additional services request will be submitted for consideration.
- The Engineer will receive, evaluate, and formally answer a reasonable number of General Contractor's Requests for Information (RFI's).
- The Engineer will receive and evaluate Contractor's periodic requests for payment for the construction duration.
  - a. City of Thibodaux will pay the company awarded Water Tower painting directly
  - b. City of Thibodaux will pay the company awarded Water Tower inspection directly
- The Engineer will attend one (1) substantial completion inspection.
- Owner-initiated changes will be prepared and coordinated as additional services are requested and billed hourly per the attached hourly rate sheets

**CANAL & CANDY LANE WATER TOWER PROJECT MANAGEMENT SERVICES QUOTE**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>ESTIMATE</b>
1	CONSTRUCTION / PAINTING PERMITS (2) – CANAL / CANDY LANE	\$2,000.00
2	REQUEST FOR PROPOSAL DEVELOPMENT - CANAL / CANDY LANE PAINTING	\$2,000.00
3	REQUEST FOR PROPOSAL DEVELOPMENT - CANAL / CANDY LANE INSPECTION	\$2,000.00
4	BID ADMINISTRATION - CANAL / CANDY LANE PAINTING	\$750.00
5	BID ADMINISTRATION - CANAL / CANDY LANE INSPECTION	\$750.00
6	CONSTRUCTION ADMINISTRATION / REPORTS - CANAL / CANDY LANE	\$4,000.00
<b>TOTAL</b>		<b>\$11,500.00</b>

## 2. PROJECT ASSUMPTIONS & EXCLUSIONS

### PROJECT ASSUMPTIONS

The project assumptions below are believed to be reasonably accurate at the time this proposal was prepared based on the information available. These items are not to be deemed as statements of fact but only assumed parameters used in the preparation of the fees associated with this project. Changes to these parameters during the course of the project may result in decreased or increased fees.

- It is assumed that the entire project will be designed and constructed as two phases, Phase 1 for Canal Water Tower and Phase 2 for Candy Lane Water Tower. Additional phases will create additional service design fees
- No additional permits will be required

### PROJECT EXCLUSIONS

Items listed below are excluded from the scope of this proposal and shall either be provided to PACE by the owner or are not needed for the project. In any instance, these items are not included in PACE's scope of services.

- Full time construction representation
- Traffic Impact Analysis



### 3. Standard Rate Sheet, Terms & Conditions

#### **LABOR CATEGORIES**

Sr. Project Manager	\$150.00/HR
Sr. Inspector	\$150.00/HR
Sr. CAD Designer	\$110.00/HR
Admin Assistant	\$65.00/HR

#### **REIMBURSABLE ITEMS**

Vehicle Travel	\$0.655/Mile
Printing	Cost
Photographs, shipping, materials	Cost
Subconsultant Services	Cost + 15%

## **TERMS & CONDITIONS**

### **ITEM 1 - PAYMENT FOR SERVICES**

Client agrees to pay PACE for the performance of the services an amount determined as provided in Attachment I

PACE shall invoice Client monthly for services performed during the prior month. PACE's invoices are due and payable net (30) thirty days from the date of the invoice. In the event payment is not received within this term, PACE retains the right to stop all work on the project. PACE stopping work does not relieve Client of payment obligations. Interest will accrue on all invoices past due more than thirty days at an interest rate of 1 ½ percent per month from the thirtieth day on any unpaid balance, plus attorney's fees for collections. Payment of PACE invoices is not to be contingent upon Client receiving funds from any Third-Party Source and Client's reliance on same shall not be deemed as cause for delay of payment beyond the terms herein

If Client should question any charge on any invoice, Client shall so notify PACE within ten business days of the receipt of the invoice. If PACE and Client are unsuccessful at resolving Client's question, then the matter may be addressed as provided in Item 9. In the event Client should question any charge on any invoice as aforesaid, Client shall nonetheless pay all amounts shown on such invoice which are not in dispute.

Reimbursable expenses (such as travel and accommodations, overnight mail and delivery services, special supplies, and other direct project charged incurred on behalf of the Client), and time required beyond the scope of the items described in Attachment I will be billed in accordance to PACE's current rate sheet.

Assisting with project filing or correspondence, archiving old projects and general project organization will be billed as a function of the quoted professional services and not require additional fees. Those tasks may include preparation of various reports, transmittals, contracts, and other project related documents, including coordination with PACE staff on tasks, project status, billing, invoicing, accounts receivable and contract amendments.

### **ITEM 2 - TERMINATION**

Client may terminate this contract within five days written notice for convenience. Either PACE or Client may terminate this contract for cause if the other party breaches any material provision hereof and does not cure such breach within ten days after receipt of written notice from the non-breaching party.

In the event of any termination of this contract, regardless of the cause of such termination, Client shall remain liable for the payment of all unpaid charges in accordance with the provisions of this contract for services performed prior to the effective date of termination, as well as for costs and expenses incurred and for services rendered in bringing the work to an orderly conclusion (including third party cancellation charges, if any).

### **ITEM 3 - INSURANCE**

PACE shall provide, during the period when it is performing services hereunder, the following minimum insurance as applicable to its operations:

1. Comprehensive General Liability Insurance on standard bureau form with a combined single limit for bodily injury and property damage of \$1,000,000 each occurrence and \$2,000,000 general aggregate.
2. Comprehensive Automobile Liability Insurance (including owned, non-owned and hired automobiles) with a combined single limit for bodily injury and property damage of \$1,000,000 per accident
3. Professional Liability Insurance with a combined single limit of \$1,000,000 each occurrence and \$2,000,000 aggregate
4. Errors and Omissions Insurance each occurrence limit of \$1,000,000.
5. If requested, PACE shall furnish certificates of insurance to Client evidencing the coverages indicated above. If the Client request to be named as an additional insured, PACE will provide a certificate evidencing the Client as additional insured if the policy allows the request.
6. PACE reserves the right to invoice Client as a reimbursable expense for the cost associated with a request to increase coverage limits for a particular project

### **ITEM 4 - STANDARD OF CARE**

PACE shall perform the services hereunder in accordance with that degree of professionalism, skill and judgment normally exercised by professional firms performing services of a similar nature. No warranties, express or implied, are made or intended by PACE with respect to the performance of services to the Client.

### **ITEM 5 - TECHNICAL DATA**

It is understood that certain electronic files may be transferred between PACE and Client as an aid in the exchange of information during the RFP development process. Such electronic files shall not be regarded as the final product. Hard copies of final, sealed originals of completed drawings, if required, shall govern over electronic files.

Copies of all information, data, designs, plans, drawings, and specifications developed by PACE exclusively for the project and supplied or delivered to Client pursuant to this contract shall be the property of PACE. PACE grants Client a license to utilize the technical data for the purpose of the project pursuant to this contract assuming payments to PACE are in accordance with this agreement. The reuse or modification of these documents by the Client or a third party related to the Client without consent of PACE is prohibited. Client shall indemnify and hold PACE harmless from all claims, damages and expenses including attorney's fees, arising out of the Client's reuse without the permission of PACE.

### **ITEM 6 - ADDITIONAL SERVICES**

PACE shall be entitled to additional compensation in the event (i) changes occur in services as requested or approved by Client, (ii) delays or changes in Client provided

information or inaccuracies or deficiencies therein which affect services, (iii) changes to laws, codes, regulations or any other federal, state or local requirements or the requirements of any authority having authority to issue permits required for the project which affect services, and (iv) acts of God and any other events outside of PACE's reasonable control.

#### **ITEM 7 - PROJECT SCHEDULES**

Once PACE has received a fully executed contract, PACE will work towards completion of the project on an agreed upon schedule with the Client, It is acknowledged by PACE and Client that the project schedule is dependent upon factors and entities beyond the control of PACE or the Client, therefore as the project progresses, PACE and the Client shall collectively analyze and review the progression of the project. Additional time to complete PACE's task under the contract will be granted when third party decisions warrant additional time. Also, it is acknowledged between PACE and the Client the timeliness of reviews and approvals from permitting and approval authorities having jurisdiction over PACE's work may cause the project schedule to be compromised and PACE cannot be held responsible for this uncontrollable condition. Certain aspects outside of PACE's control may impact the project schedule, and therefore PACE is not guaranteeing or warranting strict compliance with any schedule. PACE and its Client are aware that many factors outside of PACE's control may affect PACE's ability to complete the services to be provided under the Terms and Conditions and that PACE will perform its services with reasonable diligence and expediency consistent with sound professional practices.

#### **ITEM 8 - OPINION OF PROBABLE COST**

PACE acknowledges Client may request PACE to assist with the development of an opinion of probable cost for the project. PACE will utilize experience with other similar projects to develop an opinion or probable cost, however, it shall be understood by Client actual cost to construct the project may vary significantly from PACE's opinion. Factors which may affect this opinion include but are not limited to local market conditions, availability or required material and trades, and time of year the project is put out to bid among other potential factors, If the Client requires more assurance as to the actual cost of the project, Client shall consult with a construction estimating specialist.

#### **ITEM 9 - DISPUTE RESOLUTION**

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to good faith meeting between Client and PACE leadership within 15 days of a claim, dispute, etc. If no Agreement is reached, then the parties hereby agree to mediation as a condition precedent to litigation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the jurisdiction of where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Claims, disputes, and other matters

that are not resolved by mediation shall be the subject to and decided by litigation unless the parties mutually agree otherwise.

#### **ITEM 10 – ENTIRE AGREEMENT**

This document constitutes the entire agreement between PACE and Client with respect to the services and supersedes all prior written and oral statements, commitments, and undertakings with respect to the services. It is understood and agreed that (a) there are no representations or warranties or any kind except as expressly set forth herein and (b) no waivers or revisions to his contract shall be effective unless made in writing and signed by an authorized representative of each party.

No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and PACE. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supersedes all previous agreements, arrangements, or understandings between the parties whether written or oral in connection with or incidental to the Project

#### **ITEM 11 - GOVERNING LAW AND SEVERABILITY**

This contract shall be governed, administered and interpreted in accordance with the laws of the State of Louisiana, excluding its conflict of law provisions

If any word, phrase, clause, article or other provision of this contract is adjudicated or found to be unenforceable, the said word, phrase, clause, article, or other provision shall be deleted or modified, as necessary to render all the remainder of this contract valid and enforceable. All such deletions or modifications shall be the minimum necessary to affect the foregoing.

#### **ITEM 12 - LIMITATION OF LIABILITY**

Based on the fees of service by PACE and the relative risk and benefits to the Client and PACE, the Client agrees to the following:

- 1 In recognition of the relative risks and benefits of the project to both the Client and PACE, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the consultant and PACE's officers, directors, partners, employees, shareholders, owners and Subconsultant for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of PACE and PACE's officers, directors, partners, employees, shareholders, owners and Subconsultant shall not exceed \$50,000, or PACE total fee for services rendered on this project, whichever is lessor. It is intended that this limitation apply to all liability or cause of action however alleged or arising, unless otherwise se prohibited by law
- 2 This shall apply to any claims arising from the Client or anyone associated with the Client due to claims against PACE, including but not limited to for negligence and professional errors and omissions
3. Under no circumstances shall PACE by liable for lost profits, costs associated with delays in the project due to changed conditions or for cost associated with

the means and methods of the contractor or his failure to perform the work in accordance with the construction documents.

### **ITEM 13 - HEADINGS**

The headings preceding the text of the several articles hereof are inserted for convenience of reference and shall not constitute part of this contract nor affect its meaning, content, effect, nor be referred to in any interpretation thereof.

### **ITEM 14 - DESCRIPTION OF CLIENT:**

The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

### **ITEM 15 - COUNTERPARTS**

This contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be but one and the same document

### **ITEM 16 - PACE PERSONNEL RESPONSIBILITY/CONSTRUCTION ACTIVITIES**

The following are basic responsibilities of PACE:

1. PACE shall not have control over, charge of, or responsibility for the contractors' construction means, methods, techniques, sequences, procedures, or safety programs in connection with the construction activities.
2. PACE is not responsible for the contractor's failure to perform the construction activities.
3. PACE shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing construction activities on the project.
4. PACE cannot reject work performed at the construction site but is obligated to recommend the rejection of poor-quality work to the Owner when condition of said work is reasonably obvious
5. Review of all major material submittals and fabrication shop drawings is for general compliance. The contractor is responsible for compliance with the contract documents despite any submittal review response or comments,

### **ITEM 17 - FIELD OBSERVATIONS/SAFETY**

If the scope of services in the proposal includes construction field observations, PACE shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the Client and PACE, in order to observe the general progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow PACE to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents

Should PACE provide construction field observations at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by PACE does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site