

2024-0381

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

**ORDINANCE NO.** 24-12-2

An ordinance approving and authorizing the execution of Amendment No. 2 to Ordinance No. 21-8-13, which approved a Professional Services Agreement with All South Consulting Engineers, LLC, to perform engineering services for the Des Allemands Bulkhead (Project No. P210601), in the amount not to exceed \$582,570.00, increasing the overall contract amount to \$1,309,515.00.

**WHEREAS,** Ordinance No. 21-8-13 adopted on August 23, 2021, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with All South Consulting Engineers, LLC., to perform engineering services for Des Allemands Bulkhead (Project No. P210601), in the amount not to exceed \$404,707.00; and,

**WHEREAS,** Ordinance No. 22-3-6 adopted on March 7, 2022, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 to Ordinance No. 21-8-13, which approved the Professional Services Agreement with All South Consulting Engineers, LLC, to perform engineering services for the Des Allemands Bulkhead (Parish Project No. P210601), in the amount of \$166,550.00; and,

**WHEREAS,** Amendment No. 1 also included the cost and scope to perform resident inspection on the original phase of the project, as well as address changes in Supplemental Services (Geotechnical and Survey) that needed to be increased in order to support the Emergency Bulkhead design; and,

**WHEREAS,** Ordinance No. 22-3-6 did not include the numerical value for said contract changes of the Supplemental Services and inspection, equating to \$155,688.00, for a total Amendment No. 1 of \$322,238.00, increasing the overall contract value to \$726,945.00; and,

**WHEREAS,** the Emergency Phase work began at the most southern end of the existing bulkhead, at the southern end of Down the Bayou Road, and extended north to just south of Boras Lane; and,

**WHEREAS,** upon completion of the Emergency Phase work, All South Consulting Engineers, LLC completed the design for Phase 1 of the Bulkhead, picking up from where the Emergency Phase ended and extended north to Old US 90; and,

**WHEREAS,** St. Charles Parish desires to add Phase 2 consisting of continuing bulkhead between Old US 90 and the BNSF Railroad, with improvements to both areas in and around Old US 90 and BNSF Railroad, as allowed by each entity; and,

**WHEREAS,** St. Charles Parish and All South Consulting Engineers, LLC have mutually agreed upon a not to exceed fee of \$582,570.00 to complete the Phase 2 design work, consisting of design fees, coordination and permitting, additional survey allowance and resident inspection fees for construction; and,

**WHEREAS,** the attached Amendment No. 2 to the Professional Services Agreement between St. Charles Parish and All South Consulting Engineers, LLC, describes the details of the proposed services and compensation.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That Amendment No. 2 to the Professional Services Agreement between St. Charles Parish and All South Consulting Engineers, LLC, for the Des Allemands Bulkhead (Project No. P210601), in the not to exceed amount of \$582,570.00, increasing the overall contract value to \$1,309,515.00, is hereby approved and accepted.

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

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

**YEAS:** MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,  
O'DANIELS, FISHER, DEBRULER

**NAYS:** NONE

**ABSENT:** NONE

And the ordinance was declared adopted this 2nd day of December, 2024, to become effective five (5) days after publication in the Official Journal.

**CHAIRMAN:** Bob Fisher  
**SECRETARY:** Michelle Anagnostis  
**DLVD/PARISH PRESIDENT:** December 3, 2024  
**APPROVED:** \_\_\_\_\_ **DISAPPROVED:** \_\_\_\_\_

**PARISH PRESIDENT:** Matthew Jewell  
**RETD/SECRETARY:** December 4, 2024  
**AT:** 11:00am **RECD BY:** [Signature]

ORD\_24-12-2

**AMENDMENT NO. 2  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR DES ALLEMANDS BULKHEAD**

THIS AMENDMENT NO. 2 is made and entered into on this  
12/5/2024

BY AND BETWEEN:

**ST. CHARLES PARISH**, represented herein by its duly authorized Parish President,  
Matthew Jewell, (hereafter sometimes referred to as “OWNER”), and

**ALL SOUTH CONSULTING ENGINEERS, LLC** represented herein by Stephen C.  
Bourg, PE, duly authorized by Corporate Resolution attached hereto (hereafter  
sometimes referred to as “CONSULTANT”):

**WHEREAS**, Ordinance No. 21-8-13 adopted on August 23, 2021, by the St.  
Charles Parish Council, approved and authorized the execution of a Professional Services  
Agreement with All South Consulting Engineers, LLC., to perform engineering services for  
Des Allemands Bulkhead (Project No. P210601), in the amount not to exceed \$404,707.00;  
and,

**WHEREAS**, Ordinance No. 22-3-6 adopted on March 7, 2022, by the St. Charles  
Parish Council, approved and authorized the execution of Amendment No. 1 to Ordinance  
No. 21-8-13, which approved the Professional Services Agreement with All South  
Consulting Engineers, LLC, to perform engineering services for the Des Allemands  
Bulkhead (Parish Project No. P210601), in the amount of \$166,550.00; and,

**WHEREAS**, Amendment No. 1 also included the cost and scope to perform  
resident inspection on the original phase of the project, as well as address changes in  
Supplemental Services (Geotechnical and Survey) that needed to be increased in order to  
support the Emergency Bulkhead design; and,

**WHEREAS**, Ordinance No. 22-3-6 did not include the numerical value for said  
contract changes of the Supplemental Services and inspection, equating to \$155,688.00, for  
a total Amendment No. 1 of \$322,238.00, increasing the overall contract value to  
\$726,945.00; and,

**WHEREAS**, The Emergency Phase work began at the most southern end of the  
existing bulkhead, at the southern end of Down the Bayou Road, and extended north to just  
south of Boras Lane; and,

**WHEREAS**, upon completion of the Emergency Phase work, All South Consulting  
Engineers, LLC completed the design for Phase 1 of the Bulkhead, picking up from where  
the Emergency Phase ended and extended north to Old US 90; and,

**WHEREAS**, St. Charles Parish desires to add Phase 2 consisting of continuing bulkhead between Old US 90 and the BNSF Railroad, with improvements to both areas in and around Old US 90 and BNSF Railroad, as allowed by each entity; and,

**WHEREAS**, St. Charles Parish and All South Consulting Engineers, LLC have mutually agreed upon a not-to-exceed fee of \$582,570.00 to complete the Phase 2 design work, consisting of design fees, coordination and permitting, additional survey allowance and resident inspection fees for construction; and,

**WHEREAS**, The attached Amendment No.2 to the Professional Services Agreement between St. Charles Parish and All South Consulting Engineers, LLC, describes the details of the proposed services and compensation; and,

**Changes to the Contract Attachments are as follows:**

**ATTACHMENT “A”**

CONSULTANT shall:

- Design a steel sheet pile wall between Old US 90 and the BNSF Railroad, with improvements to the areas in and around both Old US 90 and BNSF Railroad, to the extent allowed by each entity. The new sheet pile wall will be installed as permitted 2' outside the existing timber bulkhead and alignment adjusted due to obstructions determined throughout design.
- Design stop log systems as used on previous phase as necessary for this Phase 2 of the bulkhead.
- Coordinate with both Louisiana Department of Transportation and Development (DOTD) and BNSF Railroad prior to bidding with all limitations determined and described within the plans and specifications.
- Coordinate with necessary utilities to avoid delays during construction.

**ATTACHMENT “B”**

The CONSULTANT shall complete Phase 2 work as described below:

Additional surveying work	Within 3 months of Notice to Proceed
Preliminary Design	Within 3 months of completion of Survey
Final Design	Within 6 months of approved Preliminary Phase Design Submittal

**ATTACHMENT “C”**

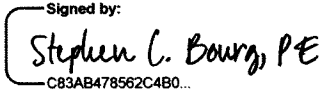
The breakdown of cost for this Professional Services Agreement as now amended a second time is as follows:

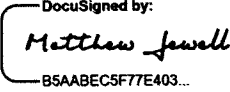
Task	Original Contract Value	Amendment No. 1	Rebalanced Amount	Amendment No. 2
Preliminary Design	\$108,036.00	-\$10,482.00	\$97,554.00	
Final Design	\$144,048.00	-\$13,976.00	\$130,072.00	
Bidding	\$18,006.00	-\$1,747.00	\$16,259.00	
Construction Administration	\$72,024.00	\$9,271.00	\$81,295.00	
As-Builts	\$18,006.00	-\$18,006.00		
Surveying	\$22,293.50	\$49,676.50	\$71,970.00	
Geotechnical	\$22,293.50	\$20,951.50	\$43,245.00	
Resident Inspection		\$120,000.00	\$120,000.00	
Preliminary Design (Emergency Phase)		\$49,965.00	\$49,965.00	
Final Design (Emergency Phase)		\$66,620.00	\$66,620.00	
Bidding (Emergency Phase)		\$8,327.50	\$8,327.50	
Construction Administration (Emergency Phase)		\$41,637.50	\$41,637.50	
Preliminary Design (Phase 2)				\$119,271.00
Final Design (Phase 2)				\$159,028.00
Bidding (Phase 2)				\$19,878.50
Construction Administration (Phase 2)				\$99,392.50
DOTD/Railroad Coordination and Permitting				\$20,000.00
Survey Allowance				\$15,000.00
Resident Inspection (Phase 2)				\$150,000.00
<b>TOTALS</b>	<b>\$404,707.00</b>	<b>\$322,238.00</b>	<b>\$726,945.00</b>	<b>\$582,570.00</b>
<b>OVERALL CONTRACT</b>		<b>\$726,945.00</b>	<b>\$726,945.00</b>	<b>\$1,309,515.00</b>

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this 12/5/2024

**ALL SOUTH CONSULTING ENGINEERS, LLC**

**ST. CHARLES PARISH**

By:   
C83AB478562C4B0...

By:   
B5AABEC5F77E403...

Name: Stephen C. Bourg, P.E.

Name: Matthew Jewell

Title: Senior vice president

Title: Parish President

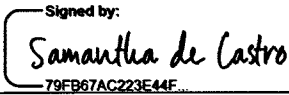
Date: 12/4/2024

Date: 12/5/2024

**WITNESS**

**WITNESS**

By:   
74E7612C36CD40B

By:   
79FB67AC223E44F...

Name: Katherine Lamana

Name: Samantha de Castro

Title: Engineer Assistant

Title: Deputy CAO

Date: 12/5/2024

Date: 12/5/2024

**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF **ALL SOUTH CONSULTING ENGINEERS, LLC**, INCORPORATED.

AT THE MEETING OF DIRECTORS OF **ALL SOUTH CONSULTING ENGINEERS, LLC**, INCORPORATED, DULY NOTICED AND HELD ON September 15, 2024, A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED. THAT **STEPHEN C. BOURG, P.E.**, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS, INCLUDING BUT NOT LIMITED TO THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BE REVOKED OR RESCINDED.

  
\_\_\_\_\_  
Timothy P. Bonura, P.E.  
SECRETARY-TREASURER

September 15, 2024  
\_\_\_\_\_  
DATE



**2024 Rates**

Principal	\$	288.00
Expert Witness	\$	450.00
Senior Engineer	\$	265.00
Grant Manager	\$	250.00
Professional Engineer Project Manager	\$	245.00
Environmental Scientist	\$	180.00
Certified Industrial Hygienists	\$	195.00
Professional Engineer Level III	\$	210.00
Professional Engineer Level II	\$	190.00
Professional Engineer Level I	\$	185.00
Project Manager - Non Engineer	\$	185.00
Accountant (CPA)	\$	175.00
Senior Grant Specialist	\$	215.00
Grant Supervisor	\$	190.00
Grant Specialist	\$	175.00
Grant Administrator	\$	150.00
Grant Assistant	\$	125.00
Pre - Professional Engineering Intern II	\$	145.00
Pre - Professional Engineering Intern I	\$	130.00
Senior Estimator	\$	205.00
Cost Analyst/Estimator	\$	155.00
Construction Manager	\$	185.00
Construction Manager 1 -Field	\$	155.00
Construction Manager 2 - Field	\$	135.00
Construction Supervisor	\$	115.00
Supervisor	\$	100.00
Resident Project Representatives	\$	85.00
Debris Monitors(Truck Certification, Load and Dump Site Monitors)	\$	50.00
Debris Monitors over Water	\$	55.00
It/software Specialist	\$	165.00
Senior Technician Level II	\$	145.00
Senior Technician Level I	\$	125.00
CADD Technician Level II	\$	115.00
CADD Technician Level I	\$	105.00
Technician	\$	100.00
Clerical/Administrative	\$	80.00
Professional Land Surveyor - Survey Principal	\$	255.00
Senior Professional Land Surveyor - Project Manager	\$	230.00
Professional Land Surveyor - Project Manager	\$	185.00
Survey Intern	\$	140.00
Survey Party Chief	\$	115.00
Survey Technician	\$	85.00
Survey Crew - 1 Man (includes equipment)	\$	165.00
Survey Crew - 2 Man (includes equipment)	\$	245.00
Survey Crew - 3 Man (includes equipment)	\$	315.00
Hydrographic Survey Crew 2 Man - includes boat (day rate)	\$	2,900.00
Hydrographic Survey Crew 3 Man - includes boat (day rate)	\$	4,500.00
Automated Hydro System - Z- boat (day rate)	\$	650.00
Digital Side Scan Sonar (day rate)	\$	650.00
Remote Control Survey Drone (day rate)	\$	450.00
Proton Magnetometer		request quote
26' Work Boat with Captain (day rate)	\$	1,000.00
20' Boat (day rate)		\$650.00
14' Boat (day rate)	\$	350.00
Air Boat with captain		request quote
ATV (day rate)	\$	80.00
Polaris (side by side)	\$	125.00

All Rates are regular time. Overtime is billed at a rate of 1.25 times the regular rate and billed for every hour over 40 in any week

Fuel for Boats and material testing reimbursed at direct costs

Mileage is billed at the IRS approved rate currently \$0.55/mile

Day rates are for 8 hour days

Survey equipment does not include boat usage when boat is required

### Certificate Of Completion

Envelope Id: C004194E-2678-454A-B89A-DE0621FCF3A1

Status: Completed

Subject: Signature Requested for All South Consulting Engineers, LLC - Amendment - October 30, 2024.docx

Source Envelope:

Document Pages: 6

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Michelle Impastato

AutoNav: Enabled

Envelopeld Stamping: Enabled

attn: Finance Department

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

15045 River Road

Hahnville, LA 70057

mimpastato@stcharlesgov.net

IP Address: 209.112.106.2

### Record Tracking

Status: Original

12/4/2024 9:34:52 AM

Holder: Michelle Impastato

mimpastato@stcharlesgov.net

Location: DocuSign

### Signer Events

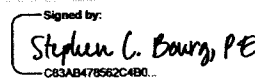
Stephen C. Bourg, PE

sbourg@ascellc.com

Senior vice president

Security Level: Email, Account Authentication (None)

### Signature

Signed by:  
  
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Signature Adoption: Pre-selected Style

Using IP Address: 75.49.118.202

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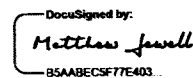
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Matthew Jewell

mjj@stcharlesgov.net

Parish President

Security Level: Email, Account Authentication (None)

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Signature Adoption: Pre-selected Style

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Signed using mobile

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Signed: 12/5/2024 5:36:26 AM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

### In Person Signer Events

Signature

Timestamp

### Editor Delivery Events

Status

Timestamp

### Agent Delivery Events

Status

Timestamp

### Intermediary Delivery Events

Status

Timestamp

### Certified Delivery Events

Status

Timestamp

### Carbon Copy Events

Status

Timestamp

### Witness Events

Signature

Timestamp



**Witness Events**

Katherine Lamana  
khancock@ascellc.com  
Engineer Assistant  
Engineer Assistant/Grant Specialist  
652 Papworth Avenue Metairie, LA 70005  
Witness for Stephen C. Bourg, PE  
(sbourg@ascellc.com)  
Security Level:

**Electronic Record and Signature Disclosure:**  
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Samantha de Castro  
Sdecastro@stcharlesgov.net  
Deputy CAO  
Deputy CAO  
PO Box 302  
Witness for Matthew Jewell (mlj@stcharlesgov.net)  
Security Level:  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Signature**

Signed by:  
*Katherine Lamana*  
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Signature Adoption: Pre-selected Style  
Using IP Address: 142.190.29.155

Signed by:  
*Samantha de Castro*  
79FB67AC223E44F...

Signature Adoption: Pre-selected Style  
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**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent  
Certified Delivered  
Signing Complete  
Completed

Hashed/Encrypted  
Security Checked  
Security Checked  
Security Checked

12/4/2024 9:38:53 AM  
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12/5/2024 6:08:13 AM  
12/5/2024 6:08:13 AM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, St. Charles Parish -CLM (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact St. Charles Parish -CLM:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [clarsen+stcharlesparish@marshfieldconsulting.com](mailto:clarsen+stcharlesparish@marshfieldconsulting.com)

#### **To advise St. Charles Parish -CLM of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [clarsen+stcharlesparish@marshfieldconsulting.com](mailto:clarsen+stcharlesparish@marshfieldconsulting.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from St. Charles Parish -CLM**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [clarsen+stcharlesparish@marshfieldconsulting.com](mailto:clarsen+stcharlesparish@marshfieldconsulting.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with St. Charles Parish -CLM**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [clarsen+stcharlesparish@marshfieldconsulting.com](mailto:clarsen+stcharlesparish@marshfieldconsulting.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify St. Charles Parish -CLM as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by St. Charles Parish -CLM during the course of your relationship with St. Charles Parish -CLM.