

2024-0248

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

ORDINANCE NO. 24-7-21

An ordinance approving and authorizing the execution of an Amendment No. 1 to Ordinance No. 22-6-8, which approved the Professional Services Agreement with Linfield, Hunter & Junius, Inc., for the New Sarpy Pump Station Improvements (Project No. P220203), in the not to exceed amount of \$471,762.50.

WHEREAS, Ordinance No. 22-6-8 adopted on June 20, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Linfield, Hunter & Junius, Inc., to perform engineering services for the New Sarpy Pump Station Improvements Project (Project No. P220203), in the lump sum amount of \$113,215.00; and,

WHEREAS, the initial contract only covered Conceptual Design and Preliminary Surveying and Geotechnical fees; and,

WHEREAS, an Amendment No. 1 is necessary to add the fee for design services, consisting of Preliminary Design, Final Design, Bidding Assistance, and Permitting work necessary to support the design services; and,

WHEREAS, the contract will be amended at a later date to include Construction Administration and Residential Inspection services; and,

WHEREAS, St. Charles Parish and Linfield, Hunter & Junius, Inc. have mutually agreed upon a not to exceed fee of \$471,762.50 to complete the work, increasing the total not to exceed fee to \$584,977.50; and,

WHEREAS, the Amendment No. 1 to the Professional Services Agreement between St. Charles Parish and Linfield, Hunter & Junius, Inc., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1 to the Professional Services Agreement between St. Charles Parish and Linfield, Hunter & Junius, Inc., for the New Sarpy Pump Station Improvements (Project No. P220203), to increase the engineering fee for design services in the not to exceed amount of \$471,762.50 is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute 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 22nd day of July, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Dupont
DLVD/PARISH PRESIDENT: July 23, 2024
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: July 24, 2024
AT: 8:44 am RECD BY: [Signature]

**AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR NEW SARPY PUMP STATION
IMPROVEMENTS**

THIS AMENDMENT NO. 1 is made and entered into on this 31 day of July, 2024;

BY AND BETWEEN:

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

LINFIELD, HUNTER & JUNIUS, INC., represented herein by Robert E. Nockton, P.E., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “ENGINEER”):

WHEREAS, on June 20, 2022, the St. Charles Parish Council adopted Ordinance No. 22-6-8 authorizing an Agreement between St. Charles Parish and Linfield, Hunter & Junius, Inc. to perform professional design services for New Sarpy Pump Station Improvements (P220203), in the lump sum amount of \$113,215.00; and,

WHEREAS, the initial contract only covered Conceptual Design and Preliminary Surveying and Geotechnical fees; and,

WHEREAS, an Amendment No. 1 is necessary to add the fee for design services, consisting of Preliminary Design, Final Design, Bidding Assistance, and Permitting work necessary to support the design services; and,

WHEREAS, the contract will be amended at a later date to include Construction Administration and Residential Inspection services; and,

WHEREAS, St. Charles Parish and Linfield, Hunter & Junius, Inc. have mutually agreed upon a not to exceed fee of \$471,762.50 to complete the work, increasing the total not to exceed fee to \$584,977.50; and,

WHEREAS, the Amendment No. 1 to the Professional Services Agreement between St. Charles Parish and Linfield, Hunter & Junius, Inc., describes the details of the proposed services and compensation.

ATTACHMENT “B” PROJECT SCHEDULE

Delete entire Attachment “B” and replace with the attached.

ATTACHMENT “C” PROJECT COMPENSATION

Delete entire Attachment “C” and replace with the attached.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this 31 day of July, 2024.

Witnesses:

Kay Murphy

Ida Carter

ST. CHARLES PARISH

By: Matt Jewell

Matthew Jewell
Parish President

Date: 7/23/24

LINFIELD, HUNTER & JUNIUS, INC.

Darla L. Morales
Darla L. Morales

By: Robert E. Nockton

Robert E. Nockton, P.E.
Vice President

Date: 7/31/2024

Janet Tabor
Janet Tabor

ATTACHMENT "B"
PROJECT SCHEDULE (AMENDMENT NO. 1)

NEW SARPY PUMP STATION IMPROVEMENTS
Project No. (P220203)

The CONSULTANT shall complete the following phases of the project within the number of days shown after Notices to Proceed:

	<u>Number of Days to Complete</u>
Conceptual Phase	60
Preliminary Design Phase	90
Final Design Phase	180
Bid Phase	45
Construction Phase	TBD

Time for Completion

1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT's services is impaired, or CONSULTANT's services are delayed or suspended, then the time for completion of CONSULTANT's services shall be adjusted equitably.
2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT's services, then the time for completion of CONSULTANT's services, and the rates and amounts of CONSULTANT's compensation, shall be adjusted equitably.
3. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ATTACHMENT "C"
PROJECT COMPENSATION (AMENDMENT NO. 1)

NEW SARPY PUMP STATION IMPROVEMENTS
Project No. (P220203)

OWNER shall pay CONSULTANT a Lump Sum amount of \$62,050.00 for the Conceptual Phase portion of the project. This portion of the Work shall be completed and accepted by the OWNER per Attachment A, prior to commencement of Preliminary Design Phase.

- a. The Lump Sum includes compensation for CONSULTANT's services and services of CONSULTANT's SUBCONSULTANTS, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and CONSULTANT charges.

OWNER shall pay CONSULTANT on a Lump Sum basis for Basic Services set forth in Attachment A as follows:

- a. The total compensation for basic services as described in Attachment A is estimated to be \$436,762.50 based on the following estimated distribution of compensation:
 1. Preliminary Design Phase \$ 174,705.00
 2. Final Design Phase \$ 232,940.00
 3. Bid Phase \$ 29,117.50
- b. Construction Phase \$ TBD
- c. CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- d. The amounts billed for CONSULTANT's services under this Agreement will be based on the percentage of work completed for each phase during the billing period, plus CONSULTANT's SUBCONSULTANT's charges.

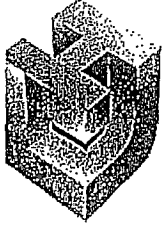
OWNER shall pay CONSULTANT on a Lump Sum basis for Additional Services set forth in Attachment A as follows:

- e. Surveying \$22,840.00
- f. Geotechnical Investigation \$28,325.00
- g. Permitting (Not to Exceed) \$35,000.00

OWNER shall pay CONSULTANT for Resident Project Representative Basic Services as follows:

1. Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D of Attachment A, a total amount of \$TBD, at the hourly rate as listed in Attachment C-1.
2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a TBD-day construction schedule.

Attachment C-1



LINFIELD, HUNTER & JUNIUS, INC.
 PROFESSIONAL ENGINEERS,
 ARCHITECTS AND SURVEYORS
 3608 18th Street / Suite 200
 Metairie, Louisiana 70002
 (504) 833-5300 / (504) 833-5350 fax
 lhj@LHJunius.com

Ralph W. Junius, Jr., P.E.
 Nathan J. Junius, P.E., P.L.S.
 Anthony F. Goodgion, P.E.
 Nathan D. Hills, AIA
 Charles T. Knight, P.E.
 Robert E. Nockton, P.E.
 Mark K. Annino

Casey M. Genovese, P.E.
 Daniel A. Flores, P.E.
 John M. Jackson, P.E.
 Vincent J. Leco, III
 Timothy J. Roth, P.E.
 Luis F. Sosa, P.E.
 Richard A. Van Wootten, P.E.

**FEE SCHEDULE
 EFFECTIVE JULY, 2022**

<u>POSITION</u>	<u>HOURLY RATE</u>
WORD PROCESSING/CLERICAL	\$ 70.00
JUNIOR TECHNICIAN	\$ 75.00
INSPECTOR	\$105.00
SENIOR INSPECTOR	\$120.00
TECHNICIAN	\$125.00
DESIGNER	\$135.00
SENIOR SURVEYING TECHNICIAN	\$135.00
JUNIOR ENGINEER/ARCHITECT/LANDSCAPE ARCHITECT	\$135.00
ENGINEER/ARCHITECT/SURVEYOR/LANDSCAPE ARCHITECT	\$190.00
SENIOR TECHNICIAN/DESIGNER	\$220.00
SENIOR ENGINEER/ARCHITECT/LANDSCAPE ARCHITECT	\$230.00
ENGINEERING/ARCHITECTURAL/SURVEYOR MANAGER	\$290.00
PRINCIPAL	\$325.00
SENIOR PRINCIPAL	\$400.00

REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES AND SUB-CONSULTANTS
 WILL BE BILLED AT COST PLUS 10%. EQUIPMENT OWNED AND USED BY US WILL
 BE BILLED AT COMPARABLE RENTAL RATES. TRAVEL TIME IS BILLED AT
 HOURLY RATES.

RESOLUTION

On this the 5th day of December, 2023, I, Ms. Sam Green, as the Secretary of Linfield, Hunter & Junius, Inc., do hereby certify that the following is a true and correct extract from the Minutes of the Board of Directors Meeting of Linfield, Hunter & Junius, Inc., held on December 5, 2023 at the office of Linfield, Hunter & Junius, Inc.

WHEREAS, during the regular course of business, it is necessary for Nathan J. Junius, as President, and Ralph W. Junius, Jr., Anthony F. Goodgion, Mark K. Annino, Robert E. Nockton, Benjamin N. Chadwick, Casey M. Genovese, Richard A. VanWootten, and Charles T. Knight, as Vice-Presidents, to enter into contracts and agreements on behalf of Linfield, Hunter & Junius, Inc. (the "Corporation") for professional services under terms that they deem to be prudent and appropriate;

NOW, THEREFORE, BE IT RESOLVED that Nathan J. Junius, as President, and Ralph W. Junius, Jr., Anthony F. Goodgion, Mark K. Annino, Robert E. Nockton, Benjamin N. Chadwick, Casey M. Genovese, Richard A. VanWootten, and Charles T. Knight, as Vice-Presidents, or any one of them, be and hereby are authorized to act on behalf of the Corporation and to enter into contracts and agreements for professional services under such terms that they deem prudent and appropriate.

SAM GREEN
SECRETARY