

**2019-0299**

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)**

**ORDINANCE NO. 19-10-4**

An ordinance to approve and authorize the Parish President to execute an Agreement between Principal Engineering, Inc. and St. Charles Parish for engineering services to rehabilitate the spillway road (Parish Project Number P190902).

**WHEREAS**, the spillway road was significantly degraded as a result of the spillway being opened for a prolonged period of time; and,

**WHEREAS**, Principal Engineering submitted the attached proposal for engineering services for the design, bidding and construction phases to rehabilitate the spillway road; and,

**WHEREAS**, the Public Works Department recommends that the Parish Council approve Principal Engineering's proposal.

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

**SECTION I.** That the Agreement between Principal Engineering, Inc. and St. Charles Parish for engineering services to rehabilitate the spillway road is hereby approved and accepted.

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

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

**YEAS:** BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,  
BELLOCK, FLETCHER, FISHER-PERRIER

**NAYS:** NONE

**ABSENT:** NONE

And the ordinance was declared adopted this 7th day of October, 2019 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: October 8, 2019

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: October 9, 2019

AT: 2:20 pm RECD BY: [Signature]

## AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 11<sup>th</sup> day of October, 2019, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and Principal Engineering, Inc., a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the Spillway Road Rehabilitation project as described in Ordinance No. 19-10-4, which is attached hereto and made a part hereof.

### 1.0 GENERAL

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. The project will be implemented in phases and the Engineer will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, where specified in Engineer's proposal dated September 20, 2019 (Proposal), which is attached hereto and made a part hereof.

A task order will be issued for each phase and shall specify the work to be performed, basis of payment, and time for completion. Each task order shall become an Addendum to and a part of this Agreement in accordance with Exhibit A. The Owner may terminate the Agreement or any task order by written notification and without cause per Section 7.0. Issuance of a task order will serve as the Owner's approval to begin a subsequent phase.

### 2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

#### 2.1 General

2.1.1 Engineer shall provide for Owner professional engineering services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Engineer. These services will include, but will not be limited to, serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, structural, and construction engineering and inspection.

2.1.2 In general the Project consists of the design, bidding, and construction phase services phases shown in the Proposal. Implementation of each phase will not necessarily be done in the order listed. As this project progresses, phases may be deleted or added to complement achieving a successful project.

The proposed project is to rehabilitate the Spillway road, so that it meets Parish standards.

2.1.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.

2.1.4 Engineer shall obtain from Owner a task order authorization to proceed for each phase of the Project.

2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.

2.2 Task Orders may be issued for topographic survey, preliminary engineering design, final engineering design, geotechnical services, permitting, bidding assistance, construction administration and resident inspection as described in the Proposal.

### 3.0 SERVICES OF THE OWNER

3.1 Provide full information as to the requirements of the Task Order.

3.2 Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.

**3.3** Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.

**4.0** COMPENSATION

**4.1** For performance of Basic Engineering as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the attached Hourly Rates schedule, and actual time and costs. The not-to-exceed fees for each phase are as follows:

<b>4.1.1</b>	Topographic Survey	\$ 15,000
<b>4.1.2</b>	Geotechnical Services	\$ 6,000
<b>4.1.3</b>	Preliminary Engineering	\$ 15,128
<b>4.1.4</b>	Final Engineering	\$ 27,230
<b>4.1.5</b>	Permitting	\$ 20,000
<b>4.1.6</b>	Bidding Assistance	\$ 3,026
<b>4.1.7</b>	Construction Phase	\$ 15,128
<b>4.1.8</b>	Resident Inspection	\$ 35,000

**4.2** If a task order, or any portion thereof, is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0.

**4.3** The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

- 4.3.1** A copy of the Owner's written authorization to perform the service.
- 4.3.2** Timesheets for all hours invoiced.
- 4.3.3** Invoice copies, logs or other substantiation of non-salary expenses.

**4.4** For additional engineering and other services described in Section 5, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

**5.0** CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

**5.1** The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.9 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.9 inclusive.

**5.1.1** Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Agreement shall be amended to include that work in accordance with Section 4.0 of this Contract.

**5.1.2** Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.4 of this contract.

**5.1.2.1** Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.

**5.1.2.2** Prepare to and serve as an expert witness for the Owner in any litigation.

**5.1.2.3** Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and

review and make recommendations on data submitted by such agencies.)

- 5.1.2.4** Services resulting from significant changes in the general scope, extent or character of the Task Order or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.
- 5.1.2.5** Providing renderings or models for Owner's use.
- 5.1.2.6** Preparing documents in addition to those furnished under Engineering Design and Construction Documents for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.
- 5.1.2.7** Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 5.1.2.8** Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
- 5.1.2.9** Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

## **6.0 OWNERSHIP OF DOCUMENTS**

- 6.1** Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at anytime during the Task Order and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 6.2** Engineer may retain a set of documents for its files.
- 6.3** Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.
- 6.4** No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

## **7.0 TERMINATION.**

- 7.1** This Agreement or any Task Order may be terminated by either party upon thirty (30) days written notice.
- 7.2** The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 7.3** The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 7.4** The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 7.5** Failure to meet agreed delivery dates or authorized extensions are considered substantial failures.

## **8.0 COMPLIANCE WITH LAWS AND ORDINANCES.**

- 8.1** The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.

## 9.0 SUCCESSORS AND ASSIGNS

9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.

## 10.0 INSURANCE

10.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.

10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.

10.3 All certificates of insurance shall be furnished to the Owner and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.

10.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.

10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.

10.6 For all purposes under Louisiana law, the principals of this Agreement shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

## 11.0 GENERAL

11.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property, growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.

11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability.

11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.

11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.

11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in

connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.

**11.7** No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.

**11.8** The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Agreement no person having any such interest shall be employed.

**12.0 ACCESS TO SITE**

**12.1** Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.

**13.0 WARRANTY**

**13.1** Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements

**13.2** If Engineering Services for a task order designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.

**13.3** The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.

**14.0 EXCLUSIVE JURISDICTION AND VENUE**

**14.1** For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon ENGINEER'S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

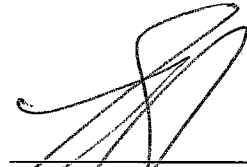
IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:

ST. CHARLES PARISH

Ro-S. Delbosq

Billy Raymond

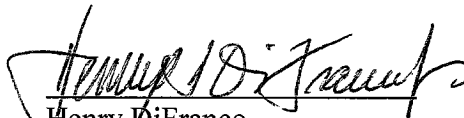
  
\_\_\_\_\_  
Larry Cochran  
Parish President

WITNESSES:

PRINCIPAL ENGINEERING, INC.

Tom Mitchell

Arthur E. Z...

  
\_\_\_\_\_  
Henry DiFranco

**EXHIBIT A**

**TASK ORDER**

**ST. CHARLES PHASED DELIVERY TYPE CONTRACT**

Is hereby attached to and is part of the  
**AGREEMENT FOR ENGINEERING SERVICES BETWEEN  
ST. CHARLES PARISH AND PRINCIPAL ENGINEERING, INC.**

**TASK ORDER NO.** \_\_\_\_\_

**TASK ORDER DESCRIPTION**

**SCOPE OF SERVICES**

**COMPENSATION**

**Basic Services**

**Additional Services**

If you agree with the Scope of Services, and Compensation as outlined herein, please indicate your acceptance by signing on the line provided below, dating and returning a copy to our office.

**PRINCIPAL ENGINEERING, INC.**

**ST CHARLES PARISH**

\_\_\_\_\_  
Henry DiFranco

\_\_\_\_\_  
Clayton "Snookie" Fauchaux  
Director of Public Works and  
Wastewater

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





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1011 N Causeway Blvd, Suite 19 ♦ Mandeville, Louisiana 70471 ♦ Phone: 985.624.5001 ♦ Fax: 985.624.5303

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**ENGINEERING SERVICES PROPOSAL FOR:**  
**RIVER RD. SPILLWAY REPAIR**  
**ST. CHARLES PARISH**

**I. INTRODUCTION**

The limits of work are within the guide levees of the Bonnet Carre Spillway, west of Norco, LA. As a result of the recent prolonged spillway opening, the roadway was extensively damaged by scour, including washout of portions of the pavement, and dislocation of box culvert crossings under the road. Seven box culverts cross River Rd. within the spillway, with six suffering dislocation. Segments of roadway damage are concentrated in regions totaling 1,900 LF in length.

**II. SCOPE OF WORK**

The repair project objective is to restore the River Rd. for safe public use, and to better protect the roadway from scour by future spillway openings. Roadway reconstruction where the road is washed out, removal and re-set of the existing box culvert segments, addition of concrete headwalls at the box culverts, scour protection, and finally roadway re-surfacing over the areas of damage are items of work expected to accomplish the objective.

Design tasks include preliminary and final design, to provide construction drawings, specifications, and a final cost estimate for construction of the repairs and scour protection.

Bidding Phase services include preparation of an advertisement, response to RFIs, a pre-bid meeting, preparation of any addenda, evaluation of bids, and recommendation of award.

Construction Phase services include responsibilities of the Engineer as defined in the EJCDC General Conditions to the Construction Contract as modified by St. Charles Parish (basic service), and providing a Resident Project Representative (RPR) on a full-time basis (supplemental service).

Record Drawing Phase services include the preparation of complete as-built drawings for Parish records.

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**III. PROPOSED FEE**

**A. BASIC FEE**

Please refer to Exhibit A for the Preliminary Estimate of Probable Construction Cost. The preliminary estimate is \$740,635.00. From ASCE Curve A (Exhibit B); this equates to a 7.83% design fee multiplier. Our Total Proposed Basic Fee is outlined below:

<b>BASIC FEE: \$772,836.00 (7.83%)</b>	<b>=</b>	<b>\$ 60,510.00 (LS)</b>
PRELIMINARY PHASE (25% Basic Fee)	=	\$ 15,127.50
DESIGN PHASE (45% Basic Fee)	=	\$ 27,229.50
BIDDING PHASE (5% Basic Fee)	=	\$ 3,025.50
CONSTRUCTION PHASE (20% Basic Fee)	=	\$ 12,102.00
RECORD DRAWING PHASE (5% Basic Fee)	=	\$ 3,025.50

**B. SUPPLEMENTAL SERVICES**

A proposal for topographic survey will be provided to the Parish for approval prior to release, and invoiced at the actual amount incurred x 1.1. The Resident Inspection estimate is based on a 12 week construction period, and services will be provided if separately authorized by the Parish at the time of construction. The USACE may have comments or requirements on the design or construction; or require permits, since the work is near the spillway control structure. Last, the work is located within the Louisiana Coastal Zone, and will require authorization from the DNR.

TOPOGRAPHIC SURVEY (NTE)	=	\$ 15,000.00
GEOTECHNICAL INVESTIGATION (NTE)	=	\$ 6,000.00
RESIDENT INSPECTION (Hourly, NTE)	=	\$ 35,000.00
USACE COORD/ PERMITTING (NTE)	=	\$ 10,000.00
ENVIRONMENTAL PERMITTING (NTE)	=	\$ 10,000.00
 Total Supplemental Services	 =	 \$76,000.00 (NTE)

**RIVER RD SPILLWAY REPAIR**  
**ST. CHARLES PARISH**  
**CONCEPTUAL ESTIMATE OF PROBABLE CONSTRUCTION COSTS**  
**September 2019**

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>Demolition &amp; Earthwork</b>					
1	Debris Removal (Veh. Measure)	470	CY	\$35.00	\$16,450
2	Removal of Existing Pavement (Full Depth)	2100	SY	\$10.00	\$21,000
3	Excavation and Embankment	1	LS	\$15,000.00	\$15,000
<b>Pavement</b>					
4	Class II Base Course (12" Depth)	700	CY	\$80.00	\$56,000
5	Geotextile Fabric (Under Base Course)	2,100	SY	\$2.00	\$4,200
6	Asphaltic Pavement (Level A Wearing, PG70-22m)	485	TN	\$90.00	\$43,650
7	Asphaltic Pavement (Binder, PG70-22m)	966	TN	\$90.00	\$86,940
8	PCC Paving (8" Thick)	290	SY	\$85.00	\$24,650
<b>Box Culverts</b>					
9	Remove and Re-Set Segmented Box Culvert Sections	390	LF	\$120.00	\$46,800
10	Stone Bedding (12" Depth Over Geotextile) (Headwalls)	603	SY	\$30.00	\$18,090
11	Reinforced Concrete Headwalls	161	CY	\$850.00	\$136,850
12	PCC Slope Paving (6" Thick) (Armoring)	460	SY	\$70.00	\$32,200
13	Stone Bedding (6" Depth Over Geotextile) (PCC Armoring)	460	SY	\$20.00	\$9,200
14	Riprap (DOTD Class 55, Over Geotextile, 18" Thick)	1,150	SY	\$70.00	\$80,500
15	Dewatering and Cofferdam Setup	7	EA	\$2,500.00	\$17,500
<b>Traffic Control</b>					
16	Mobilization	1	LS	\$20,000.00	\$30,000
17	Construction Layout	1	LS	\$5,000.00	\$5,000
Sub-Total					\$644,030
20% Contingency					\$128,806
<b>Total</b>					<b>\$772,836</b>

## ASCE FEE CURVES

PROJECT TITLE	<u>RIVER RD. SPILLWAY REPAIR</u>	
PRINCIPAL PROJECT NUMBER	<u>1921</u>	
ESTIMATED CONSTRUCTION COST	<u>\$772,836.00</u>	
CURVE "A" PERCENT	7.83%	
CURVE "A" FEE	\$60,510.00	
Preliminary Design Fees:	\$15,127.50	25%
Final Design Fees:	\$27,229.50	45%
Advertisement and Bidding Fees:	\$3,025.50	5%
Construction Administration Fees:	\$12,102.00	20%
Record Drawing Phase	<u>\$3,025.50</u>	<u>5%</u>
	\$60,510.00	100%

Principal Engineering, Inc.  
Sep 20, 2019



1011 N Causeway Blvd, Suite 19 ♦ Mandeville, Louisiana 70471 ♦ Phone: 985.624.5001 ♦ Fax: 985.624.5303

## HOURLY RATES

### BILLABLE RATES PER CLASSIFICATION

CLASSIFICATION	BILLABLE RATE
Principal Engineer (Licensed PE)	\$200.00
Engineer IV (Senior - Licensed PE)	\$180.00
Engineer III (Mid - Licensed PE)	\$155.00
Engineer II (Junior - Licensed PE)	\$130.00
Engineer I (Graduate BS/MS Engineer or EI)	\$110.00
Senior Architect (Licensed Architect)	\$155.00
Project Architect (Licensed Architect)	\$140.00
Senior Engineering Tech (AS or Equiv.)	\$115.00
CAD Technician III	\$95.00
CAD Technician II	\$80.00
CAD Technician I	\$65.00
Resident Inspector	\$70.00
Office/Business Manager	\$80.00
Clerical/Administrative	\$55.00



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