

2024-0368

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

ORDINANCE NO. 24-11-9

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 23-12-5, which approved the Professional Services Agreement with Crescent Engineering & Mapping, LLC, to perform surveying services for the Crescent Engineering Boundary Surveys Master Contract (Project No. P231101), in the amount not to exceed of \$150,000.00.

WHEREAS, Ordinance No. 23-12-5 adopted on December 4, 2023, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Crescent Engineering & Mapping, LLC, to perform surveying services for the Crescent Engineering Boundary Surveys Master Contract (Project No. P231101), in the not to exceed amount of \$150,000.00; and,

WHEREAS, the previous contract amount has been expended via issuance of multiple task orders; and,

WHEREAS, St. Charles Parish and Crescent Engineering & Mapping, LLC, have mutually agreed upon a not to exceed fee of \$150,000.00 to complete more task orders as necessary, increasing the overall contract amount to \$300,000.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1 to the Professional Services Agreement between St. Charles Parish and Crescent Engineering & Mapping, LLC, for the Crescent Engineering Boundary Surveys Master Contract (Project No. P231101), in the amount not to exceed of \$150,000.00, increasing the overall contract amount to \$300,000.00, is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Amendment No. 1 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 18th day of November, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: November 19, 2024
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: November 21, 2024
AT: 2:30pm RECD BY: [Signature]

**AMENDMENT NO. 1
TO
CONSULTING SERVICES FOR CRESCENT
ENGINEERING BOUNDARY SURVEYS
MASTER CONTRACT (PARISH PROJECT
NO. P231101)**

THIS AMENDMENT NO. 1 is made and entered into on this 11/22/2024

BY AND BETWEEN:

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

Crescent Engineering & Mapping, LLC represented herein by Dennis Hymel, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “CONSULTANT”):

WHEREAS, On December 4, 2023, the St. Charles Parish Council approved Ordinance No. 23-12-5 to authorize an Agreement between St. Charles Parish and Crescent Engineering & Mapping, LLC for surveying services on an as needed basis under the contract entitled Crescent Engineering Boundary Surveys Master Contract (Parish Project No. P231101) in the not to exceed amount of \$150,000.00; and,

WHEREAS, the previous contract amount has been expended via issuance of multiple task orders; and,

WHEREAS, St. Charles Parish and Crescent Engineering & Mapping have mutually agreed upon a not-to-exceed fee of \$150,000.00 to complete more task orders as necessary, increasing the overall contract amount to \$300,000.00.

Changes to the Contract Attachments are as follows:

ATTACHMENT "A"

No changes

ATTACHMENT "B"

No changes

ATTACHMENT "C"

PROJECT COST

Payment to CONSULTANT for services performed under this contract shall be on a negotiated Lump Sum basis, per Task Order issued.

CONSULTANT shall invoice OWNER monthly on a basis of percentage completed of each Phase as shown above and on the Project schedule.

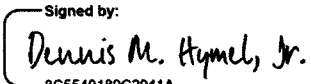
For additional services, and any other services required for this project, the OWNER shall pay the CONSULTANT on the basis of billable rates per the CONSULTANT's rate sheet (Attachment C-1), for services actually rendered, but shall not exceed the total fees for additional services as listed below, unless noted as Lump Sum. Payments for Lump Sum shall be made on a basis of percentage completed.

CONSULTANT's billable rates include total compensation for CONSULTANT's services including labor costs, overhead, profit and expenses. Payment for CONSULTANT's SUBCONSULTANT's shall be made at actual invoice amount plus 10 percent and limited to the not to exceed amounts. CONSULTANT's Lump Sum fee includes labor costs, overhead, profit, equipment, expenses and any subconsultant fees.

The total compensation for services under this contract shall not exceed \$300,000.00, unless amended via a Supplemental Agreement.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this 11/22/2024

CRESCENT ENGINEERING & MAPPING

By:  Signed by:
Dennis M. Hymel, Jr.
8C5540189C2941A

Name: Dennis M. Hymel, Jr.

Title: President/Member

Date: 11/22/2024

WITNESS

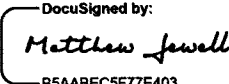
By:  Signed by:
Lauri Martin
DF134548EE0F4B1...

Name: Lauri Martin

Title: Administrative Assistant

Date: 11/22/2024

ST. CHARLES PARISH

By:  DocuSigned by:
Matthew Jewell
B5AABEC5F77E403

Name: Matthew Jewell

Title: Parish President

Date: 11/22/2024

WITNESS

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

Name: Samantha de Castro

Title: Deputy CAO

Date: 11/22/2024



P.O. Box 370
Vacherie, LA 70090

225.329.1742 (Main)
225.413.4979 (Mobile)
www.crescentengla.com

LABOR AND EQUIPMENT FEE SCHEDULE

Effective: 7/1/2024 Expires: 7/1/2025

PROFESSIONAL STAFF:

Principal	\$184.00	Per Hour
Supervising Engineer	\$178.00	Per Hour
Professional Engineer III	\$167.00	Per Hour
Professional Engineer II	\$150.00	Per Hour
Professional Land Surveyor	\$159.00	Per Hour
Sr. Project Manager	\$130.00	Per Hour
Professional Engineer I	\$125.00	Per Hour
Pre-Professional	\$98.00	Per Hour
Sr. Technician/Designer	\$120.00	Per Hour
CADD Technician	\$92.00	Per Hour
CADD Drafter	\$73.00	Per Hour
Clerical/Administrative	\$68.00	Per Hour

FIELD STAFF:

Party Chief	\$78.00	Per Hour
Instrument Man	\$59.00	Per Hour
Rodman	\$42.00	Per Hour
Construction Project Rep.	\$92.00	Per Hour
Certified Bridge Inspector	\$160.00	Per Hour
Bridge Inspector Assistant	\$108.00	Per Hour

EQUIPMENT*:

Electronic Metal Detectors	\$48.00	Per Day
Conventional Total Station	\$175.00	Per Day
GPS (RTK) Total Station	\$395.00	Per Day
Robotic Total Station	\$380.00	Per Day
Digital Level	\$165.00	Per Day
16' Skiff with Surface drive	\$375.00	Per Day
18' Skiff with Surface drive	\$450.00	Per Day
Survey/Inspection Vehicle	\$16.50	Per Hour
All-Terrain Utility Vehicle	\$245.00	Per Day
Deep Rod Installation System	\$165.00	Per Day
Temporary Traffic Control	\$TBD	Per Site Requirements
Utility Trailer (12-18')	\$75.00	Per Day

MATERIALS/MISC:

Stakes (1"x2"x4')	\$1.25	Each
Flagging	\$2.00	Per Roll
Field/Marking Paint	\$9.50	Per 15 oz. Can
Cane Poles (6'-12')	\$5.00	Each
Iron Rods (w/ Concrete & Cap)	\$185.00	Each
½" Iron Rods x 24"	\$16.00	Each
¾" GIP x 18" long	\$26.00	Each

MATERIALS/MISC. (CONTINUED):

9/16" Stainless Deep Rods	\$36.00	Per Foot
B&W Prints (LTR/LGL)	\$0.10	Each
Color Prints (LTR/LGL)	\$0.75	Each
B&W Prints (11x17)	\$0.25	Each
Color Prints (11x17)	\$1.00	Each

Notes: * Equipment rates include maintenance and insurances and are based upon equipment being operated by Crescent personnel in support of professional services rendered. Raw equipment leases/rentals are not available. All personnel, equipment and materials listed herein may not be available at all times.

Terms and Conditions

1. When using this fee schedule, overtime for non-exempt personnel shall be charged after 40 hours per week, Monday through Sunday, at the normal rate plus 50%.
2. This fee schedule shall be considered privileged and confidential and shall not be transmitted, in whole or in part, to any organization or person outside of the direct employment of Crescent Engineering & Mapping, LLC's (Crescent's) Client without the prior written consent of Crescent.
3. Third-party services, subconsultants and expenses provided by Crescent on behalf of the Client while engaged under this contract shall be invoiced at cost plus fifteen (15%) percent.
4. Professional services provided in the immediate aftermath of a natural or man-made disaster shall be subject to special hazard rates for personnel and equipment. Special subsistence, travel and/or lodging rates may also apply.
5. The Global Positioning System (GPS) is the property of and is operated by the U.S. Department of Defense. As is such, Crescent Engineering & Mapping, LLC shall not be held responsible for any defects or omission of positioning directly related to the GPS.
6. The standard of care for all professional services performed or provided by Crescent Engineering & Mapping, LLC under this fee schedule will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and locality. Crescent Engineering & Mapping, LLC represents that, to the best of its knowledge, ability and professional judgement that all work will be performed in a safe and workmanlike manner and that Crescent Engineering & Mapping has sufficient equipment in good condition and personnel capable of safely operating such equipment while performing professional services for the Client.
7. Unforeseen global, market and economic conditions and/or volatility may require revisions to this fee schedule. Should these conditions arise prior to the expiration date fixed above, Crescent Engineering & Mapping, LLC will provide the Client written notification of such conditions with justification for any items affected by said conditions.

CORPORATE RESOLUTION

The undersigned, being the sole Manager/Member of Crescent Engineering & Mapping, LLC, existing under the laws of the State of Louisiana, does hereby certify that at a meeting of Members of the firm, duly called and held on June 4th, 2024, at which a quorum was present, the Members adopted the following resolution, which has not been modified nor rescinded:

Be it resolved that, Dennis M. Hymel, Jr., President and Manager of Crescent Engineering & Mapping, LLC, is empowered, directed and given the authority to, on behalf of Crescent Engineering & Mapping, LLC, to execute any and all contracts, bids, proposals, guarantees, loans and agreements.

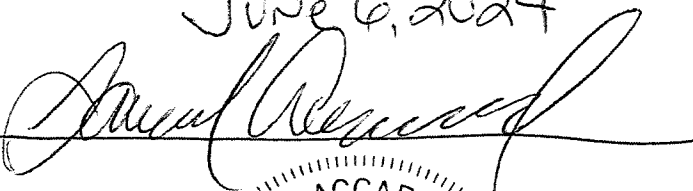


Dennis M. Hymel, Jr.

Manager/Member

Crescent Engineering & Mapping, LLC

June 6, 2024



Certificate Of Completion

Envelope Id: 928B8DCB-959F-4732-92BD-DFBDC501A23E

Status: Completed

Subject: Signature Requested for Crescent Engineering & Mapping - Amendment - October 29, 2024.docx

Source Envelope:

Document Pages: 6

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Michelle Impastato

AutoNav: Enabled

attn: Finance Department

Envelopeld Stamping: Enabled

15045 River Road

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

Hahnville, LA 70057

mimpastato@stcharlesgov.net

IP Address: 209.112.106.2

Record Tracking

Status: Original

Holder: Michelle Impastato

Location: DocuSign

11/22/2024 7:44:47 AM

mimpastato@stcharlesgov.net

Signer Events

Dennis M. Hymel, Jr.

Dennis.Hymel@crescentengla.com

President/Member

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

BC5540189C2941A...

Signature Adoption: Pre-selected Style

Using IP Address: 199.192.119.214

Timestamp

Sent: 11/22/2024 7:47:31 AM

Viewed: 11/22/2024 7:48:08 AM

Signed: 11/22/2024 7:49:13 AM

Electronic Record and Signature Disclosure:

Accepted: 11/22/2024 7:48:08 AM

ID: a7792d03-3a06-46f8-9806-525bffc86627

Matthew Jewell

mjlj@stcharlesgov.net

Parish President

Security Level: Email, Account Authentication
(None)

DocuSigned by:

BSAABEC9F77E403...

Signature Adoption: Pre-selected Style

Using IP Address: 174.203.39.69

Signed using mobile

Sent: 11/22/2024 7:55:49 AM

Viewed: 11/22/2024 7:56:12 AM

Signed: 11/22/2024 7:56:57 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

Lauri Martin
lauri.martin@crescentengla.com
Administrative Assistant
Administrative Assistant
1815 Hwy 18, Vacherie LA 70090
Witness for Dennis M. Hymel, Jr.
(Dennis.Hymel@crescentengla.com)
Security Level:

Electronic Record and Signature Disclosure:
Accepted: 11/22/2024 7:54:04 AM
ID: c96b422a-351c-4cd6-a69e-fe4bef27bd6f

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

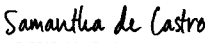
Signed by:

DF134548EE0F4B1..

Signature Adoption: Pre-selected Style
Using IP Address: 199.192.119.214

Timestamp

Sent: 11/22/2024 7:49:15 AM
Viewed: 11/22/2024 7:54:04 AM
Signed: 11/22/2024 7:55:48 AM

Signed by:

79FB67AC223E44F...

Signature Adoption: Pre-selected Style
Using IP Address: 184.176.199.178

Sent: 11/22/2024 7:56:58 AM
Viewed: 11/22/2024 8:02:15 AM
Signed: 11/22/2024 8:02:38 AM

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	11/22/2024 7:47:31 AM
Certified Delivered	Security Checked	11/22/2024 8:02:15 AM
Signing Complete	Security Checked	11/22/2024 8:02:38 AM
Completed	Security Checked	11/22/2024 8:02:38 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.

Getting paper copies

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

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 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 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 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.