

2023-0053

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

ORDINANCE NO. 23-3-5

An ordinance approving and authorizing the execution of an Amendment No. 2 to Ordinance No. 20-7-7 which approved the Professional Services Agreement with T. Baker Smith, LLC, to perform engineering services for the 2020 West Bank Master Drainage Plan (MDP) (Project No. P200602), in the amount not to exceed \$506,218.25.

WHEREAS, on July 6, 2020, the St. Charles Parish Council approved Ordinance No. 20-7-7 to authorize an Agreement between St. Charles Parish and T. Baker Smith, LLC, to perform engineering services for the 2020 West Bank Master Drainage Plan (MDP) (Project No. P200602); and,

WHEREAS, the original contract value for the Ama-Sellers, Hahnville 1 and Hahnville 2 watersheds was an amount not to exceed \$218,493.35; and,

WHEREAS, on August 9, 2021, the St. Charles Parish Council approved Ordinance No. 21-8-8 to authorize Amendment No.1 to the Agreement between St. Charles Parish and T. Baker Smith, LLC, in the amount of \$358,516.75 to complete Phase II work which included Mimosa/Willowdale, Luling, and Luling I-310 watersheds; and,

WHEREAS, Amendment No.1 brought the total contract value to an amount not to exceed \$577,010.10; and,

WHEREAS, St. Charles Parish now desires for T. Baker Smith, LLC, to complete the existing phases and start Phases IIIB and IV of the Master Drainage Plan which includes the following watersheds: Des Allemands, Sunset, Paradis, Killona, and Taft; and,

WHEREAS, St. Charles Parish and T. Baker Smith, LLC have mutually agreed upon a not to exceed fee of \$506,218.25 to complete the work, which brings the total compensation for the 2020 West Bank Master Drainage Plan (MDP) (Project No. P200602) to an amount not to exceed \$1,083,228.35; and,

WHEREAS, the Amendment No. 2 to the Professional Services Agreement between St. Charles Parish and T. Baker Smith, 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 T. Baker Smith, LLC, for the 2020 West Bank Master Drainage Plan (MDP) (Project No. P200602) in the amount not to exceed \$506,218.25, increasing the overall contract value to an amount not to exceed \$1,083,228.35, 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: BILLINGS, FONSECA, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-CORMIER

NAYS: NONE

ABSENT: DARENSBOURG GORDON

And the ordinance was declared adopted this 27th day of March, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings

SECRETARY: Michelle Dupontato

DLVD/PARISH PRESIDENT: March 28, 2023

APPROVED: ✓ **DISAPPROVED:** _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: March 29, 2023

AT: 9:22am **RECD BY:** [Signature]

**AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
FOR 2020 WEST BANK MASTER
DRAINAGE PLAN (MDP) (PROJECT NO.
P200602)**

THIS AMENDMENT NO. 2 is made and entered into on this 4th day of April, 2023;

BY AND BETWEEN:

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

T. BAKER SMITH, LLC, represented herein by Kenneth Wm. Smith, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “ENGINEER”):

WHEREAS, on July 6, 2020, the St. Charles Parish Council approved Ordinance No. 20-7-7 to authorize an Agreement between St. Charles Parish and T. Baker Smith, LLC, to perform engineering services for the 2020 West Bank Master Drainage Plan (Project No. P200602); and,

WHEREAS, the original contract value for the Ama-Sellers, Hahnville 1 and Hahnville 2 watersheds was an amount not to exceed \$218,493.35; and,

WHEREAS, on August 9, 2021, the St. Charles Parish Council approved Ordinance No. 21-8-8 to authorize Amendment No.1 to the Agreement between St. Charles Parish and T. Baker Smith, LLC, in the amount of \$358,516.75 to complete Phase II work which included Mimosa/Willowdale, Luling, and Luling I-310 watersheds; and,

WHEREAS, Amendment No.1 brought the total contract value to an amount not to exceed \$577,010.10; and,

WHEREAS, St. Charles Parish desires for T. Baker Smith to complete the existing phases and start Phases IIIB and IV of the Master Drainage Plan which includes the following watersheds: Des Allemands, Sunset, Paradis, Killona, and Taft; and,

WHEREAS, St. Charles Parish and T. Baker Smith, LLC have mutually agreed upon a not to exceed fee of \$506,218.25 to complete the work, which brings the total compensation for the 2020 West Bank Master Drainage Plan (Project No. P200602) to an amount not to exceed \$1,083,228.35; and,

Revise the existing contract as follows:

SECTION 8.0 PAYMENTS

Delete subsection 8.1 and replace with the following:

8.1 For performance of Basic Engineering, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the hourly rates shown in Attachment C-1, and actual time worked, and charges incurred. For the various phases the Engineer shall be paid as follows:

St. Charles Parish – West Bank Master Drainage Plan
Revised Phases II – Luling and Luling I-310 & Phase IIIA – Mimosa/Willowdale
Phase IIIB – Des Allemands, Sunset, Paradis & Phase IV Killona/Taft

Phase:		
I	Ama-Sellers, Hahnville 1 and Hahnville 2	\$218,493.35
II	Luling and Luling I-310	\$226,431.00
IIIA.	Mimosa/Willowdale	\$203,789.00
IIIB.	Des Allemands, Sunset, Paradis	\$223,000.00
IV	Killona/Taft	\$154,000.00
	Master Drainage Plan Compilation	\$17,515.00
	Additional Services Request/Modeling Effort Contingency	\$25,000.00
	As-Needed Public Outreach and Public Meetings	\$15,000.00

Add to the existing contract scope as follows:

Data Gap Analysis – The Owner will provide data as requested by the Engineer within 60 days of request, unless extenuating circumstances elongate this timeline. If the timeline is to be extended, the Owner will provide this extension in writing, and there will be no additional cost borne by the Owner for this delay. The Engineer shall not generate model runs until all necessary data is acquired. The Owner will inform the Engineer of the last data delivery.

Design Meetings – The Owner and Engineer shall meet no more than 3 times in person, one to discuss Existing Conditions, one to discuss Proposed Projects, and one to discuss changes as implemented due to comments from the Proposed Projects meeting. There will also be one meeting with the Administration to present the Final Proposed Projects. Any meetings above and beyond the list above shall be compensated through the Contingency item shown within Section 8.0 Payments. This compensation shall be approved in writing before the Engineer bills for the work.

Master Drainage Plan Compilation – The Engineer shall format the Master Drainage Plan into one report with multiple volumes. Each volume shall represent a separate watershed with the overall introduction to the report explaining methodology and overall assumptions made through plan creation. This task should be ongoing throughout the individual watershed tasks and should be delivered as one package to the Owner within 60 days of acceptance of the final watershed report.

As-Needed Outreach and Public Meetings – Upon Owner request, the Engineer shall attend Council meetings and/or public meetings, be able to display a short presentation and be available for questions in relation to the Master Drainage Plan. The request to attend the meeting shall be in writing and specify a location for the meeting, date and time, approximate duration of the meeting, and limit of representatives from the Engineer that are needed.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this 4th day of April, 2023.

Witnesses:

Jennifer Cresp

Billy Raymond

Lorre B. Austin

Cindy Spence

ST. CHARLES PARISH

By: Matthew Jewell
Matthew Jewell
Parish President

Date: 3/29/23

T. BAKER SMITH, LLC

By: Kenneth Wm. Smith
Kenneth Wm. Smith
Chief Executive Officer

Date: 4/4/23



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412 South Van Avenue, Houma, LA 70363

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www.tbsmith.com 985.868.5843 (F)

LABOR AND EQUIPMENT FEE SCHEDULE

St. Charles Parish West Bank MDP Engineering Services

Effective: February 2023

PROFESSIONAL STAFF CLASSIFICATIONS:

		<u>Rate</u>
Professional Engineer IV	Per Hour	\$ 200.00
Professional Engineer III	Per Hour	\$ 175.00
Professional Engineer II	Per Hour	\$ 155.00
Professional Engineer I	Per Hour	\$ 130.00
Engineer Intern II	Per Hour	\$ 105.00
Engineer Intern I	Per Hour	\$ 95.00
Professional Land Surveyor II	Per Hour	\$ 160.00
Professional Land Surveyor I	Per Hour	\$ 130.00
Surveyor Intern II	Per Hour	\$ 105.00
Surveyor Intern I	Per Hour	\$ 95.00
Senior Project Manager	Per Hour	\$ 200.00
Project Manager	Per Hour	\$ 155.00
Senior Project Technician	Per Hour	\$ 95.00
Project Technician	Per Hour	\$ 80.00
Clerical	Per Hour	\$ 70.00
GIS Project Manager	Per Hour	\$ 165.00
GIS Lead Developer	Per Hour	\$ 150.00
GIS Data Analyst / Manager	Per Hour	\$ 125.00
Lead Professional	Per Hour	\$ 223.00
Principal In Charge	Per Hour	\$ 235.00

FIELD SURVEY PERSONNEL

Land and Near Shore Survey

Party Chief	Per Hour	\$ 90.00
Instrument Man	Per Hour	\$ 75.00
Survey Aide	Per Hour	\$ 50.00

Field Survey Crew includes the following equipment:

- Mobile Phone with Data transfer plan
- Navigation GPS System
- Scanner / Printer



- 2-way radios
- Tripod(s), bipod(s), tribrach(s), rod(s), range poles
- 100' tape, chain pins, probe rod(s)
- Other equipment, including hard hats, vests, markers, calculators, and first aid kit necessary for the safe and efficient operation of a field survey crew

2 - Person Field Survey Crew	Per Hour	\$ 160.00
3 - Person Field Survey Crew	Per Hour	\$ 205.00
2 - Person Geospatial 3D Scanner Crew	Per Hour	\$ 235.00
3 - Person Geospatial 3D Scanner Crew	Per Hour	\$ 295.00

OVERTIME:

Overtime for field personnel will be charged for work after ten (10) hours per day, Monday through Friday, weekends and holidays at the regular rate plus 50%. Overtime for professional and technical personnel will be charged for work after nine (9) hours per day, Monday through Friday, weekends and holidays at the regular rate plus 50%. A minimum 8-hour day will be charged for labor and equipment when shut down due to weather, etc., for reasons beyond TBS's control when operating from a headquarters other than our base offices.

Subsistence Expenses

Reasonable expenses shall be applicable charges for professional staff and consultants while conducting Client's business more than 50 miles from the TBS base office.

Subsistence for TBS Field Crew Personnel when on assignment away from base shall be charged @ \$139.00 per work day. (See Federal Per Diem Rates – CONUS) Subsistence for TBS Field Crew personnel when on assignment away from TBS base facility in or near densely populated areas or in response to natural and or man-made disasters shall be negotiated on a project-specific basis.

UNMANED AERIAL SYSTEM (UAS)

Lidar (UAV)	<i>Price available based upon specific project specifications.</i>
Fixed Wing (UAV)	<i>Price available based upon specific project specifications.</i>
Quad Copter (UAV)	<i>Price available based upon specific project specifications.</i>

SUBSURFACE UTILITY ENGINEERING (SUE)

Quality Level "A"	Per Day	\$4,000.00
<i>Provides all Field and Office Work Necessary to Prepare Deliverables: Includes Vacuum Excavation Truck w/ Crew, Equipment, Material, and Office Personnel</i>		
Quality Level "B"	Per Day	\$3,000.00
<i>Provides all Field and Office Work Necessary to Prepare Deliverables: Includes Crew, Vehicle, Equipment, Material, and Office Personnel</i>		

ELECTRONIC SURVEY EQUIPMENT

Electronic Metal Detectors	Per Day	\$ 70.00
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Electronic Metal Detectors- RD8000	Per Day	\$ 170.00
Digital Level	Per Day	\$ 150.00
Radio Detection PCM+ Long Range		
Pipe Locator w/Generator	Per Day	\$ 350.00
Ground Penetrating Radar	Per Day	\$ 550.00
Gradiometer / Magnetometer	Per Day	\$ 550.00
Conventional Total Station	Per Day	\$ 200.00
DC Total Station	Per Day	\$ 200.00
GPS Survey Receiver	Per Day	\$ 300.00
Differential Global Positioning System (DGPS)	Per Day	\$ 340.00
Environmental Differential Global Positioning System	Per Day	\$ 125.00
Robotic Total Station	Per Day	\$ 550.00
Robotic Laser Scanner	Per Day	\$ 800.00
GPS Total Station (RTK) System	Per Day	\$ 600.00
Data Collector / Field Computer System	Per Day	\$ 100.00
3D Laser Scanning System	Per Day	\$1,600.00
3D Matterport Camera	Per Day	\$ 250.00
Mobile Lidar		<i>Price available based upon specific project specifications.</i>

MARINE TRANSPORTATION EQUIPMENT

14' Skiff with outboard	Per Day	\$ 175.00
16' Vessel with outboard	Per Day	\$ 325.00
Airboat	Per Day	\$ 950.00
Marsh Master I Amphibious Vehicle	Per Day	\$ 950.00
18'-21' Survey Vessel with dual outboards	Per Day	\$ 650.00
24' Survey Vessel with dual outboards	Per Day	\$ 750.00
25' Survey Spud / Pipe Probing Vessel /		
Barge with dual outboards	Per Day	\$ 850.00

GEOPHYSICAL / HYDROGRAPIC SURVEY EQUIPMENT

Marine Positioning / Navigation /		
Data Storage Computer System	Per Day	\$ 450.00
Digital Side Scan Sonar	Per Day	\$ 700.00
Proton Magnetometer	Per Day	\$ 700.00
Digital Sub-Bottom Profiler	Per Day	\$ 700.00
Digital Fathometer	Per Day	\$ 350.00
Digital Fathometer (Dual Frequency)	Per Day	\$ 400.00
Velocity Probe	Per Day	\$ 150.00
Hydrographic Jet Ski	Per Day	\$ 350.00



Echoboat	Per Day	\$2,000.00
26' Automated Hydrographic Survey Vessel / System	<i>Price available based upon specific project specifications.</i>	
28' R2 Sonic Multibeam Survey Vessel / System	<i>Price available based upon specific project specifications.</i>	
Site Clearance Verification (Trawling Method)	<i>Price available based upon specific project specifications.</i>	
110' Offshore Geophysical Survey Vessel / System	<i>Price available based upon specific project specifications.</i>	
Tiburon – Autonomous Underwater Vehicle (AUV)	<i>Price available based upon specific project specifications.</i>	
VibeCore Sampler	<i>Price available based upon specific project specifications.</i>	

MARINE POSITIONING EQUIPMENT

Marine Positioning / Navigation /		
Data Storage Dual Computer System	Per Day	\$1,100.00
Tug Tracking System	Per Day	\$ 450.00
Scanning Sonar System	Per Day	\$ 700.00
Gyrocompass	Per Day	\$ 400.00
Motion Reference Unit	Per Day	\$ 350.00
USBL Acoustic System	Per Day	\$1,000.00
Acoustic Pole System	Per Day	\$ 300.00

ADDITIONAL EQUIPMENT

Vehicle Transportation	Per Hour	\$ 25.00
Utility Vehicle (UTV)	Per Day	\$ 200.00
Vacmasters System 4000 Vacuum Excavation Truck	Per Day	\$2,250.00
Vacuum Trailer – 800 Gallon	Per Day	\$ 850.00
Water Jet Probe System (3/4")	Per Day	\$ 75.00
Portable Gasoline Hammer /		
Rod Installation System	Per Day	\$ 180.00
Geo 2000 Smart Pig Tracking Unit	Per Day	\$ 55.00
Environmental Sampling Equipment	Per Day	\$ 225.00
Continuous Recording Water Velocity & Level Meter	Per Day	\$ 400.00
Continuous Recording Salinity, Temperature and		
Height Meter	Per Day	\$ 350.00
Discrete Recording Water Velocity Meter	Per Day	\$ 225.00
Satellite Hotspot	Per Day	\$ 300.00
Four Gas Monitor	Per Day	\$ 85.00

NOTE: ALL EQUIPMENT RATES INCLUDE FUEL, LUBE, MILEAGE, AND INSURANCE; however, if the national average gas price (Source: AAA) for regular gasoline exceeds \$3.25 on a workday, a \$50.00 per day per field crew fuel surcharge will be implemented. Equipment charges are for services in support of T. Baker Smith, LLC project-related efforts. Bare equipment leases are not available.



SPECIAL MATERIALS

1" X 2" X 4'	each	\$ 2.15
1" X 1" X 8'	each	\$ 4.20
1" X 2" X 18"	each	\$ 0.95
2" X 2" X 18"	each	\$ 1.55
2" X 2" X 16'	each	\$ 19.95
Flagging	Per Roll	\$ 2.95
Reflector Tape	Per Foot	\$ 1.30
Cane Poles	each	\$ 9.00
3/4" G.I.P.	Per Foot	\$ 5.50
2" PVC Pipe	Per Foot	\$ 9.95
3" PVC Pipe	Per Foot	\$ 10.95
T-Post	each	\$ 35.00
Buoys (Up to 50')	each	\$110.00
Concrete Monuments	each	\$205.00
Tide Staffs	each	\$140.00
Aerial Targets	each	\$ 95.00
3D Laser Scan B/W Targets	each	\$ 5.20
3D Laser Scan Retro Targets	each	\$ 3.50
Stainless Steel Deep Rod Monuments w/ PVC Enclosure-(Prices Available Upon Specific Project Requirements)		

REPROGRAPHICS AND DIGITAL IMAGING

Reproduction charges are for services in support of T. Baker Smith, LLC project-related efforts.

Paper / Drawing Size	Black & White	Color
Printing / Copy		
LTR / LGL	\$ 0.10	\$ 1.10
11"x17"	\$ 0.25	\$ 2.25
Plotting		
Paper	\$ 1.50 / ft ²	\$ 2.50 / ft ²
Mylar (film)	\$ 2.25 / ft ²	\$ 3.50 / ft ²

Client History Information Portal (CHIPS) - On-line Client Specific GIS System

Subscription/Set-Up Fee negotiable based upon specific applications



TERMS AND CONDITIONS

1. Invoices will be due for payment upon receipt. Any invoice or any portion of any invoice that is not paid within 30 days shall be subject to an interest charge of 1.5% monthly. T. Baker Smith, LLC shall have the right to suspend services and withhold deliverables until payment in full, including interest, has been made.
2. If a fee schedule is forwarded, it is confidential and must not be transmitted in whole, or in part to any T. Baker Smith, LLC competitor, company, organization, or person outside the employment of direct control of the Client without the express written consent of T. Baker Smith, LLC. This fee schedule is valid for 2022.
3. Consumables, third-party services, and personnel expenses provided by T. Baker Smith, LLC on the Client's behalf will be invoiced by T. Baker Smith, LLC at cost plus fifteen (15%) percent.
4. Loss or damage to underwater equipment or equipment in the water due to unforeseen underwater hazards while performing such surveys in the aftermath of hurricanes or due to client's negligence (or their subcontractor's negligence) will be charged at replacement cost. Client shall maintain adequate insurance coverage to cover loss of T. Baker Smith, LLC equipment.
5. Emergency Response by T. Baker Smith, LLC for natural and or man-made disasters shall be subject to negotiations of special hazard rates for personnel and equipment.
6. Expert Testimony about the nature or extent of T. Baker Smith, LLC professional services, preparation thereof, and/or standby time shall be charged at the listed rates, (if provided) plus 50%. If a lump sum fee is provided Expert Testimony rates will be discussed and agreed upon prior to starting such services.
7. The Global Positioning (GPS) is the property of (and operated by) the U.S. Department of Defense (DOD). As a result, T. Baker Smith, LLC cannot be held responsible for any positioning degradation or omission of positioning directly attributable to the GPS system.
8. When requested, T. Baker Smith, LLC uses conventional survey methods and electronic locating equipment which may include magnetometers, gradiometers, and others in an effort to locate underground and underwater pipelines and other metal objects in advance of drilling, construction, or abandonment activity. While reasonable efforts are made to locate all pipelines, metal objects or other subsurface obstructions in the surveyed area, the equipment used and the characteristics of pipelines themselves make it impossible to guarantee total success. Accordingly, it is incumbent upon the owners, operators and/or contractors conducting operations including dredging and excavation to conduct their operations with extreme caution and recognize that hazards in addition to those detected and marked by T. Baker Smith, LLC may exist.
9. The standard of care for all professional services performed or furnished by T. Baker Smith, 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 in the same locality. T. Baker Smith, LLC represents that, to the best of its knowledge, ability, and professional judgment that all work will be performed safely and in a good and workmanlike manner; and that T. Baker Smith, LLC has adequate equipment in good working order and fully trained personnel capable of efficiently and safely operating such equipment and performing services for Client.

RESOLUTION

BE IT RESOLVED by the Board of Managers of T. Baker Smith, LLC, a limited liability company organized and existing under the laws of the State of Louisiana and domiciled in the City of Houma, that Kenneth Wm. Smith, Chief Executive Officer of the Company, be, and he is hereby authorized and empowered to execute any and all proposals, certifications, contracts or amendments of any kind on behalf of the company for professional consulting services for the St. Charles Parish Government.

CERTIFICATE

I, Lorre B. Autin, Secretary of T. Baker Smith, LLC, do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Managers of said Company at a meeting thereof legally held on the 9th day of January, 2023, and that said Resolution is duly entered into the records of said company; that it has not been rescinded or modified, and that it is now in force and effect.

WITNESS MY SIGNATURE, this 22nd day of February, 2023.



LORRE B. AUTIN
Secretary