

**2011-0371**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(GRANTS OFFICE)**

**ORDINANCE NO. 11-12-1**

An ordinance to amend Ordinance No. 10-4-17, an Agreement between Sizeler Thompson Brown Architects – Regional Design Group, LLC, and St. Charles Parish, to provide for additional architectural services and changes in project representation and geotechnical and testing services for the Edward A. Dufresne Community Center, located at 274 Judge Edward Dufresne Parkway (formerly Sugarland Parkway) in Luling.

**WHEREAS,** on April 19, 2010, the St. Charles Parish Council adopted Ordinance No. 10-4-17 approving an Agreement with Sizeler Thompson Brown Architects – Regional Design Group, LLC, and St. Charles Parish to provide for architectural services for the Edward A. Dufresne Community Center; and,

**WHEREAS,** on December 6, 2010, the St. Charles Parish Council adopted Ordinance No. 10-12-2 amending Ordinance No. 10-4-17 to provide for additional architectural services for the three alternates: the Equipment Storage Facility, the additional bay on the gymnasium, and the generator; and,

**WHEREAS,** during the design of the community center, significant changes in the general scope, extent or character of the project in said Agreement were requested, which required additional architectural services, as well as changes in project representation and geotechnical and testing services; and,

**WHEREAS,** Supplemental Agreement No. 2 to said Agreement has been prepared to provide for the additional architectural services and changes in project representation and geotechnical and testing services; and,

**WHEREAS,** it is the desire of the Parish Council to approve Supplemental Agreement No. 2.

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

**SECTION I.** That Supplemental Agreement No. 2 to the Agreement between Sizeler Thompson Brown Architects – Regional Design Group, LLC, and St. Charles Parish to provide for additional architectural services and changes in project representation and geotechnical and testing services for the Edward A. Dufresne Community Center is hereby approved.

**SECTION II.** That the Parish President is hereby authorized to execute Supplemental Agreement No. 2 on behalf of the Parish of St. Charles.

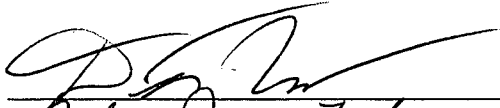
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

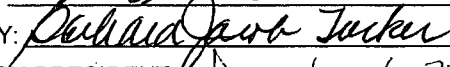
**YEAS:** SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, HOGAN, COCHRAN, LAMBERT, NUSS

**NAYS:** NONE

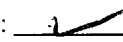
**ABSENT:** BENEDETTO

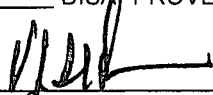
And the ordinance was declared adopted this 5th day of December, 2011, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 


SECRETARY: 

DLVD/PARISH PRESIDENT: December 16, 2011

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

PARISH PRESIDENT: 

RETD/SECRETARY: December 7, 2011

AT: 9:55 AM RECD BY: 

**SUPPLEMENT NO. 2**  
**AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER**  
**FOR**  
**PROFESSIONAL SERVICES**

WHEREAS, an Agreement for Professional Services St. Charles Parish, 15045 River Road, Post Office Box 302, Hahnville, Louisiana, 70057 (OWNER) and Sizeler Thompson Brown Architects – Regional Design Group, LLC, 300 Lafayette Street, Suite 200, New Orleans, Louisiana, 70130 (ARCHITECT/ENGINEER) was entered into on April 20, 2010, for Architectural/Engineering services for the construction of the community center, located at 274 Judge Edward Dufresne Parkway (formerly Sugarland Parkway) in Luling; and,

WHEREAS, the original Agreement between OWNER and ARCHITECT/ENGINEER for Professional Services includes the following fees:

Design Services: Lump sum fee of Three Hundred Thirty Nine Thousand, Eight Hundred Twenty Five Dollars even (\$339,825.00);

Project Representation Services: Lump sum fee of Forty Nine Thousand, Six Hundred Sixty Dollars even (\$49,660.00), which lump sum fee was calculated on estimated man hours indicated in Exhibit “D” of said Agreement; and,

Professional Associated and Consultants: A cost reimbursable basis not to exceed Fifty Two Thousand Dollars even, (\$52,000.00) for all related Geotechnical and Testing Services, which lump sum fee was calculated on estimated man hours indicated in EXHIBIT “F” of said Agreement.

WHEREAS, Supplement No. 1 to said Agreement was entered into by the OWNER and ARCHITECT/ENGINEER on December 7, 2010, for Architectural/Engineering services for three Alternates: the Equipment Storage Facility, the additional bay on the gymnasium, and the generator, and the OWNER agreed that the three Alternates are in addition to the General Scope of the Project in the original Agreement, which is to provide Architectural/Engineering services for the construction of the community center, and to pay the ARCHITECT/ENGINEER as follows:

Design Services: Lump sum fee of Four Hundred Forty Five Thousand, Eight Hundred Twenty Five Dollars even (\$445,825.00).

And, WHEREAS, during the design of the community center, the OWNER agrees that significant changes in the general scope, extent or character of the Project in the original Agreement were requested, which required additional Design Services of the ARCHITECT/ENGINEER, as well as changes in Project Representation and Geotechnical and Testing Services,

NOW THEREFORE, the OWNER and ARCHITECT/ENGINEER do hereby mutually agree that the OWNER shall pay ARCHITECT/ENGINEER as follows:

Design Services: Lump sum fee of Eight Hundred Fourteen Thousand, Eleven Dollars even (\$814,011.00);

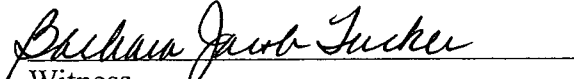
Project Representation Services: A cost reimbursable basis not to exceed Sixty Eight Thousand, Fifty Five Dollars even (\$68,055.00), which lump sum fee was calculated on estimated man hours indicated in the attached Exhibit "D"; and,


Professional Associated and Consultants: A cost reimbursable basis not to exceed Seventy Three Thousand even, (\$73,000.00) for all related Geotechnical and Testing Services, which lump sum fee was calculated on estimated man hours indicated in the attached EXHIBIT "F" and EXHIBIT "G".


IN WITNESS WHEREOF, the parties hereto have made and executed this Supplement No. 2 to the original Agreement on December 7, 2011.

  
Witness

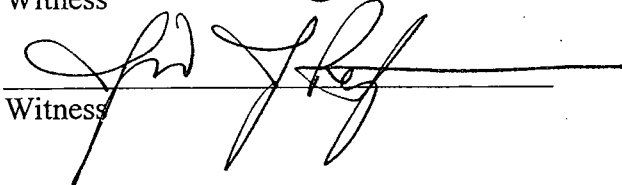
ST. CHARLES PARISH

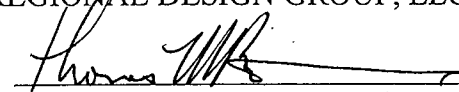
  
Witness

BY:   
V. J. St. Pierre, Jr., Parish President

  
Witness

SIZELER THOMPSON BROWN ARCHITECTS  
- REGIONAL DESIGN GROUP, LLC

  
Witness

BY:   
Thomas M. Brown, Principal

**EXHIBIT D**  
**Project Representation Services-Cost or Price Summary**

Name: Civil & Environmental Consulting Engineers	Date: October 18, 2011		
Address: One American Place 13919 River Road, Suite 310	Federal ID Number: 72-1520420		
City, State, Zip: Luling, Louisiana 70070	Total Price: \$68,055.00		
<b>A. Direct Labor</b> ( <i>specify personnel by name</i> ): Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.			
	<u>Estimate # of Days</u>	<u>Daily Rate</u>	<u>Estimated Cost</u>
1. Project Representative	349 (3 hours per day)	\$195.00	\$68,055.00
2.			
3.			
4.			
5. Total Direct Labor:			\$68,055.00
<b>B. Overhead/Indirect Costs:</b>	<u>Rate</u>	<u>Base</u>	<u>Estimated Cost</u>
<b>C. Other Direct Costs:</b>			<u>Estimated Cost</u>
1. Transportation	# of on-site visits		\$
2. Per Diem	# of days @ \$ ___/day		\$
3. Reproduction	# of pages @ \$ ___/page		\$
4. Other ( <i>specify</i> )			\$
a.			\$
b.			\$
c.			\$
d.			\$
5. Total Other Direct Costs:			\$
<b>D. Subcontracts</b>			
	<u>Name of Subcontractor(s)</u>	<u># of days of effort</u>	<u>Estimated Cost</u>
1.			\$
2.			\$
3. Total Subcontractor Cost:			\$
Total Estimated Costs (Line A5+B+C5+D3):			\$ 68,055.00
Profit:			\$
NOT TO EXCEED Total Price:			\$ 68,055.00

**EXHIBIT F**  
**Geotechnical and Testing Services-Cost or Price Summary**

Name: Beta Testing & Inspection LLC		Date: February 17, 2010	
Address: 1428 ½ Claire Ave.		Federal ID Number: 72-1391294	
City, State, Zip: Gretna, Louisiana 70053		Total Price: \$8,800.00	
<p>E. <u>Direct Labor</u> (<i>specify personnel by name</i>):          Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.</p>			
	<u>Estimate # of Days</u>	<u>Daily Rate</u>	<u>Estimated Cost</u>
6.			
7.			
8.			
9.			
10. Total Direct Labor:			
F. <u>Overhead/Indirect Costs:</u>	<u>Rate</u>	<u>Base</u>	<u>Estimated Cost</u>
G. <u>Other Direct Costs:</u>			<u>Estimated Cost</u>
1. Transportation	# of on-site visits		\$
2. Per Diem	# of days @ \$ ____ /day		\$
3. Reproduction	# of pages @ \$ ____ /page		\$
4. Other ( <i>specify</i> )			\$
e.			\$
f.			\$
g.			\$
h.			\$
5. Total Other Direct Costs:			\$
H. <u>Subcontracts</u>			
	<u>Name of Subcontractor(s)</u>	<u># of days of effort</u>	<u>Estimated Cost</u>
4.			\$
5.			\$
6. Total Subcontractor Cost:		NOT TO EXCEED	\$ 8,800.00
Total Estimated Costs (Line A5+B+C5+D3):			\$
Profit:			\$
Total Price:			\$ 8,800.00

**EXHIBIT G**  
**Geotechnical and Testing Services-Cost or Price Summary**

Name: Alpha Testing & Inspection LLC		Date: September 29, 2011	
Address: 338 Highway 3160		Federal ID Number: 72-1109461	
City, State, Zip: Hahnville, Louisiana 70057		Total Price: \$64,200.00	
<p>I. <u>Direct Labor</u> (<i>specify personnel by name</i>):          Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.</p>			
		<u>Estimate # of Days</u>	<u>Daily Rate</u>
		<u>Estimated Cost</u>	
11.			
12.			
13.			
14.			
15. Total Direct Labor:			
<u>J. Overhead/Indirect Costs:</u>		<u>Rate</u>	<u>Base</u>
		<u>Estimated Cost</u>	
<u>K. Other Direct Costs:</u>			<u>Estimated Cost</u>
1. Transportation		# of on-site visits	\$
2. Per Diem		# of days @ \$ /day	\$
3. Reproduction		# of pages @ \$ /page	\$
4. Other ( <i>specify</i> )			\$
i.			\$
j.			\$
k.			\$
l.			\$
5. Total Other Direct Costs:			\$
<u>L. Subcontracts</u>			
<u>Name of Subcontractor(s)</u>		<u># of days of effort</u>	<u>Estimated Cost</u>
7.			\$
8.			\$
9. Total Subcontractor Cost:		NOT TO EXCEED	\$ 64,200.00
Total Estimated Costs (Line A5+B+C5+D3):			\$
Profit:			\$
Total Price:			\$ 64,200.00