2024-0385

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

ORDINANCE NO.

24-12-6

An ordinance approving and authorizing the execution of Amendment No. 1 to the Professional Services Agreement with Crescent Engineering & Mapping, LLC, to perform Hydrologic and Hydraulic Analysis for Riverbend Drive in St. Rose for the Riverbend Hydraulic Design (Project No. P240701), in the lump sum amount of \$74,814.00.

- WHEREAS, on August 7, 2024, St. Charles Parish authorized a Professional Services Agreement between St. Charles Parish and Crescent Engineering & Mapping, LLC, for Hydrologic and Hydraulic Analysis for Riverbend Drive in St. Rose for the Riverbend Hydraulic Design (Project No. P240701), in the lump sum amount of \$29,719.00; and,
- **WHEREAS,** the previous contract amount has been expended via issuance of task order; and,
- WHEREAS, St. Charles Parish and Crescent Engineering & Mapping, LLC, have mutually agreed upon a lump sum amount of \$74,814.00 to complete another task order as deemed necessary, increasing the overall contract amount to \$104,533.00.

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 additional engineering services for the Riverbend Hydraulic Design (Project No. P240701), in the lump sum amount of \$74,814.00 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:

MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,

O'DANIELS, FISHER, DEBRULER

NAYS:

NONE

ABSENT: NONE

And the ordinance was declared adopted this <u>2nd</u> day of <u>December</u>, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: But Fisher	
SECRETARY: 1 lighelle Sugartato	,
DECEMBER 3,	2024
APPROVED: DISAPPROVED:	
PARISH PRESIDENT: Mtt. Jew	
PARISH PRESIDENT:	cer
RETD/SECRETARY: December 4, 2	024
AT: 11:00am RECD BY:	•

Ordinance No. 24-12-6

AMENDMENT NO. 1 TO ENGINEERING SERVICES FOR RIVERBEND HYDRAULIC DESIGN (PROJECT NO. P240701)

THIS AMENDMENT NO. 1 is made and entered into on this 12/4/2024

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 August 7, 2024, St. Charles Parish authorized an Agreement between St. Charles Parish and Crescent Engineering & Mapping, LLC for Hydrologic and Hydraulic Analysis for Riverbend Drive in St. Rose under the contract entitled Riverbend Hydraulic Design (Project No. P240701) in the lump sum amount of \$29,719.00; and,

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

WHEREAS, St. Charles Parish and Crescent Engineering & Mapping, LLC have mutually agreed upon a lump sum fee of \$74,814.00 to complete another task order as deemed necessary, increasing the overall contract amount to \$104,533.00.

Changes to the Contract Attachments are as follows:

ATTACHMENT "A"

Replace with the following:

This contract is for Crescent Engineering & Mapping, LLC to provide Hydrologic and Hydraulic Analysis for Riverbend Drive in St. Rose. The scope of work will entail the following:

- 1. Conduct a site visit to review the survey data, confirm existing drainage areas, and document site conditions.
- 2. Review existing available models from St. Charles Parish's Master Drainage Plan for the east bank.
- 3. Update/modify the existing conditions model provided with survey data and as otherwise necessary for analysis of the for evaluation of the area of concern
- 4. Revise hydrologic modeling & runoff hydrograph development as necessary.
- 5. Hydraulic modeling of proposed conditions.
 - a. Review modeling results and incorporate comments.
 - b. Address final comments and incorporate changes into the model.
- 6. Prepare brief Design Memorandum summarizing the results of the modeling and recommendations.
- 7. Prepare Exhibits to accompany the Design Memorandum which show the suggested improvements, pipe sizing, inverts, etc.
- 8. Prepare preliminary cost estimates for each alternative.
- 9. Engineering plans and specifications for construction bids are included.

ATTACHMENT "B"

No Change

ATTACHMENT "C"

Replace with the following:

OWNER shall pay CONSULTANT a Lump Sum amount of \$104,533.00 for the Preliminary Analysis and Final Deliverables portion of the project. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this 12/4/2024

CRESC LLC	ENT ENGINEERING & MAPPING,	ST. CHARLES	S PARISH
Ву:	Signed by: Dennis Hymel 8C5540189C2941A	Ву:	DocuSigned by: Metthew fewell BSAABECSF77E403
Name:	Dennis Hymel	Name:	Matthew Jewell
Title:	President/Member	Title:	Parish President
Date:	12/4/2024	Date:	12/4/2024
WITNE	ESS	WITNESS	
Ву:	Signed by: Lauri Martin DE134548FE0F4B1	By:	Samantha de Castro
Name:	Lauri Martin	Name:	Samantha de Castro
Title:	Administrative Assistant	Title:	Deputy CAO
Date:	12/4/2024	Date:	12/5/2024



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

Per Hour

PROFESSIONAL STAFF:	<u> </u>
Principal	\$184.00
Supervising Engineer	\$178.00
Professional Engineer III	\$167.00

Supervising Engineer	\$1/8.00	Per Hour
Professional Engineer III	\$167.00	Per Hour
Professional Engineer II	\$150.00	Per Hour
Professional Land Surveyor	\$159.00	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:

\$78.00	Per Hour
\$59.00	Per Hour
\$42.00	Per Hour
\$92.00	Per Hour
\$160.00	Per Hour
\$108.00	Per Hour
	\$59.00 \$42.00 \$92.00 \$160.00

<u> EQUIPMENT*:</u>

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
³ / ₄ " GIP x 18" long	\$26.00	Each



P.O. Box 370 Vacherie, LA 70090

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

<u> TINUED):</u>	
\$36.00	Per Foot
\$0.10	Each
\$0.75	Each
\$0.25	Each
\$1.00	Each
	\$36.00 \$0.10 \$0.75 \$0.25

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.



P.O. Box 370 Vacherie, LA 70090

225.329.1742 (Main) www.crescentengla.com

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 August 1st, 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

SWORN TO AND SUBSCRIBED BEFORE me this 1st day of AUGUST, 2024.

SAMUEL J. ACCARDO, JR.
NOTARY PUBLIC
LA. BAR ROLL #24007
LIFETIME COMMISSION

INSTRUMENT NOT PREPARED BY THIS NOTARY PUBLIC ATTESTING TO SIGNATURE OF DENNIS M. HYMEL, JR. ONLY



Certificate Of Completion

Envelope Id: C236518E-4465-4018-9DE8-BD0DF02A01A6

Subject: Signature Requested for Crescent Engineering & Mapping - Amendment - November 13, 2024.docx

Signatures: 4

Initials: 0

Source Envelope:

Document Pages: 6 Certificate Pages: 5

AutoNav: Enabled Envelopeld Stamping: Enabled

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

Envelope Originator: Madeline Fisher

Status: Completed

attn: Finance Department 15045 River Road Hahnville, LA 70057 mfisher@stcharlesgov.net IP Address: 209.112.106.2

Record Tracking

Status: Original

12/4/2024 11:41:49 AM

Holder: Madeline Fisher

mfisher@stcharlesgov.net

Location: DocuSign

Signer Events

Dennis Hymel

Dennis.Hymel@crescentengla.com

President/Member

Security Level: Email, Account Authentication

(None)

Signature

Dennis Hymel

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

Timestamp

Sent: 12/4/2024 11:49:31 AM Viewed: 12/4/2024 12:22:02 PM Signed: 12/4/2024 12:22:38 PM

Electronic Record and Signature Disclosure:

Accepted: 12/4/2024 12:22:02 PM ID: 31318d0e-9874-451e-a8a0-513d6507a8f5

Matthew Jewell mlj@stcharlesgov.net Parish President

Security Level: Email, Account Authentication

(None)

Signature Adoption: Pre-selected Style

Signed using mobile

Using IP Address: 184.176.199.178

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sent: 12/4/2024 2:00:56 PM Viewed: 12/4/2024 2:04:38 PM Signed: 12/4/2024 2:05:26 PM

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 Hymel

(Dennis.Hymel@crescentengla.com)

Security Level:

Electronic Record and Signature Disclosure:

Accepted: 12/4/2024 2:00:20 PM

ID: 02d56ae5-70af-4129-bb59-bb85a180becd

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

Lauri Martin -DF134548EE0F4B1...

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

Timestamp

Sent: 12/4/2024 12:22:40 PM Viewed: 12/4/2024 2:00:20 PM

Signed: 12/4/2024 2:00:54 PM

Sent: 12/4/2024 2:05:27 PM Viewed: 12/5/2024 6:07:36 AM Signed: 12/5/2024 6:07:46 AM

Samantha de Castro

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

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/4/2024 11:49:31 AM
Certified Delivered	Security Checked	12/5/2024 6:07:36 AM
Signing Complete	Security Checked	12/5/2024 6:07:46 AM
Completed	Security Checked	12/5/2024 6:07:46 AM
Completed Payment Events	Security Checked Status	12/5/2024 6:07:46 AM Timestamps

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.