

2023-0250

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

ORDINANCE NO. 23-9-2

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 22-7-2, which approved the Professional Services Agreement with Digital Engineering & Imaging, Inc. to perform planning services for the Road Maintenance 2022-23 (Project No. P220501).

WHEREAS, Ordinance No. 22-7-2 adopted on July 5, 2022, by the St. Charles Parish Council, approved and authorized the execution of Professional Services Agreement with Digital Engineering & Imaging, Inc. for providing all necessary professional engineering services for the Road Maintenance 2022-23 (Project No. P220501); and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Digital Engineering & Imaging, Inc. needs to be amended to add other related projects listed below (total engineering and inspection):

<u>Project</u>	<u>Total Price</u>
Additional Asphalt Maintenance	\$126,205.00
Concrete Maintenance 2023-24 (P230803)	\$211,740.00
Willowdale Turn Lane (P230804)	\$98,235.00

WHEREAS, St. Charles Parish and Digital Engineering & Imaging, Inc. have mutually agreed to an increase of the above referenced related projects in the total amount of \$436,180.00; and,

WHEREAS, Amendment No. 1 to the Professional Services Agreement between St. Charles Parish and Digital Engineering & Imaging, Inc., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1 to the Professional Services Agreement with Digital Engineering & Imaging, Inc., for additional Engineering and Resident Inspection for the Road Maintenance 2022-23 (Project No. P220501), and additional related projects, in the total amount of \$436,180.00 is hereby approved and accepted.

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

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
DUFRENE, FISHER, FISHER-CORMIER

NAYS: NONE

ABSENT: BELLOCK

And the ordinance was declared adopted this 25th day of September, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Paul Billings*

SECRETARY: *Michelle Saporata*

DLVD/PARISH PRESIDENT: September 26, 2023

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *Matthew Jewell*

RETD/SECRETARY: September 27, 2023

AT: 9:40 am RECD BY: *[Signature]*

**AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR ROAD MAINTENANCE 2022-23**

THIS AMENDMENT NO. 1 is made and entered into on this 21st day of September, 2023;

BY AND BETWEEN:

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

DIGITAL ENGINEERING & IMAGING, INC (DEI), represented herein by Frank T. Liang, P.E., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "CONSULTANT"):

WHEREAS, On July 5, 2022 the St. Charles Parish Council approved Ordinance No. 22-7-2 to authorize an Agreement between St. Charles Parish and Digital Engineering & Imaging, Inc. for the design of the Road Maintenance 2022-23 Program (Parish Project No. P220501) in the not to exceed amount of \$316,728.72; and,

WHEREAS, St. Charles Parish requested of DEI and have mutually agreed to expand the current Road Maintenance 2022-23 (Parish Project No. P220501) construction with additional roads in the lump sum amount of \$61,955.00 and a Resident Inspection of a not to exceed amount of \$64,250.00; and,

WHEREAS, St. Charles Parish requested of DEI and have mutually agreed to perform design and subsequent construction management of the Concrete Maintenance Program 2023-24 (Parish Project No. P230803) a program for maintenance of concrete roads within the Parish for a lump sum amount of \$120,140.00 and a Resident Inspection of a not to exceed amount of \$91,600.00; and,

WHEREAS, St. Charles Parish requested of DEI and have mutually agreed to perform design and subsequent construction management of the Willowdale Turn Lane (Parish Project No. P230804; formerly P160302-2A) a lump sum fee of \$50,135.00 and a Resident Inspection of a not to exceed amount of \$48,100.00 to complete the work.

ATTACHEMENT "A" PROJECT SCOPE under "The Scope of Work is as follows"

Add the following section:

Consultant is to perform design, construction management, and resident inspection for the Willowdale Turn Lane, Project No. P230804.

ATTACHMENT "B" PROJECT SCHEDULE

The Project Schedule shown for Road Maintenance 2022-23 shall be used for both the Concrete Maintenance 2023-24 (P230803) and Willowdale Turn Lane (P230804).

ATTACHMENT "C" and "C-1" PROJECT COMPENSATION

Delete entire Attachment "C" and Appendix "C-1"; and replace with the attached.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this 27th day of September, 2023.

Witnesses:

Doug M... ..

Billy Raymond

Stephanie B. Turner

Cassie B...

ST. CHARLES PARISH

By: Matthew Jewell
Matthew Jewell
Parish President

Date: 9/27/2023

DIGITAL ENGINEERING & IMAGING, INC.

By: Frank T. Liang
Frank T. Liang, P.E.

Date: 9/27/23

ATTACHMENT "C"
PROJECT COMPENSATION

ROAD MAINTENANCE 2022-23
Projects No. P220501

OWNER shall pay CONSULTANT at an hourly rate in a not to exceed amount for each year as listed below.

Road Manuals for 2022	\$79,589.82
Road Manuals for 2023	\$56,406.90

OWNER shall pay CONSULTANT on a Not to Exceed basis for Basic Services for creation of plans and specifications for Road Maintenance, if authorized, set forth in Attachment A as follows:

- a. The total compensation for Basic Services as described in Attachment A is estimated to be \$108,000 based on the following estimated distribution of compensation:
 1. Preliminary Design Phase (30%) \$32,400
 2. Final Design Phase (40%) \$43,200
 3. Bid Phase (5%) \$5,400
 4. Construction Phase (25%) \$27,000

CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.

The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.

The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.

CONSULTANT's Standard Hourly Rates are attached to this Agreement as Appendix C-1.

OWNER shall pay CONSULTANT on an hourly not to exceed basis for Additional Services set forth in Attachment A, if requested, to provide help in logging road cores within Owner's GIS program in the amount of \$9,732.

OWNER shall pay CONSULTANT for Resident Project Representative Basic Services as follows:

Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D. of Attachment A, a total amount not to exceed of \$63,000.00, at the hourly rate as listed in Appendix C-1.

Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight hour workday Monday through Friday over a 160-day construction schedule.

CONCRETE ROAD MAINTENANCE 2023-24

Project No. P230803

OWNER shall pay CONSULTANT a Not to Exceed basis for Basic Services for creation of plans and specifications for Concrete Road Maintenance 2023-24 (Parish Project No. P230802), if authorized, set forth in Attachment A as follows:

- a. The total compensation for Basic Services as described in Attachment A is estimated to be \$120,140.00 based on the following estimated distribution of compensation:

1. Selection Phase	\$7,000.00
2. Design Phase	\$60,235.00
3. Bid Phase	\$11,420.00
4. Construction Phase	\$41,485.00

CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.

CONSULTANT's Standard Hourly Rates are attached to this Agreement as Appendix C-1.

OWNER shall pay CONSULTANT for Resident Project Representative Additional Services as follows:

Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D. of Attachment A, a total amount not to exceed of \$87,500.00, at the hourly rate as listed in Appendix C-1 and a travel amount of \$0.65 per mile with a maximum allowance of \$4,100.00.

Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight hour workday Monday through Friday over a 120-day construction schedule.

ROAD MAINTENANCE 2022-23

ADDITIONAL ROADS

OWNER shall pay CONSULTANT a Not to Exceed basis for Basic Services for selecting additional roads for maintenance as part of the current Road Maintenance 2022-23 (Parish Project No. P220501), if authorized, set forth in Attachment A as follows:

- b. The total compensation for Basic Services as described in Attachment A is estimated to be \$61,955.00 based on the following estimated distribution of compensation:

1. Selection Phase	\$5,075.00
2. Design Phase	\$26,555.00
3. Amendment Coordination	\$5,310.00
4. Construction Administration	\$25,015.00

CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.

CONSULTANT's Standard Hourly Rates are attached to this Agreement as Appendix C-1.

OWNER shall pay CONSULTANT for Resident Project Representative Basic Services as follows:

Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D. of Attachment A, an additional amount not to exceed of \$60,750.00 (a total limit of \$123,750.00), at the hourly rate as listed in Appendix C-1 and a travel amount of \$0.65 per mile with a maximum allowance of \$3,500.00.

Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight hour workday Monday through Friday over a 90-day additional construction schedule.

WILLOWDALE TURN LANE
Project No. P230804

OWNER shall pay CONSULTANT a Lump Sum basis for Basic Services for creation of plans and specifications for Willowdale Turn Lane (Parish Project No. P230804), if authorized, set forth in Attachment A as follows:

c. The total compensation for Basic Services as described in Attachment A is estimated to be \$50,135.00 based on the following estimated distribution of compensation:

1. Design Phase	\$27,775.00
2. Bid Phase	\$7,215.00
3. Construction Phase	\$15,145.00

CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered.

CONSULTANT's Standard Hourly Rates are attached to this Agreement as Appendix C-1.

OWNER shall pay CONSULTANT for Resident Project Representative Additional Services as follows:

Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D. of Attachment A, a total amount not to exceed of \$47,500.00, at the hourly rate as listed in Appendix C-1 and a travel amount of \$0.65 per mile with a maximum allowance of \$600.00.

Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight hour workday Monday through Friday over a 60-day construction schedule.

Appendix C-1

2023/24 DIGITAL ENGINEERING BASIC RATE SCHEDULE

<u>Labor Category</u>	<u>Billing Rate</u>
Principal Officer	\$285.00
Principal Engineer	\$235.00
Sr. Professional Engineer	\$225.00
Supervising Professional Engineer	\$210.00
Professional Engineer III	\$175.00
Professional Engineer II	\$150.00
Professional Engineer I	\$135.00
Engineering Intern II	\$125.00
Engineering Intern I	\$115.00
Sr. Technician/Designer	\$150.00
CAD Technician II	\$125.00
CAD Technician I	\$110.00
Sr. Construction Manager	\$140.00
Construction Manager	\$110.00
Sr. Construction Inspector	\$115.00
Construction Inspector	\$100.00
Senior Project Administrator	\$120.00
Administrative/Clerical II	\$85.00
Administrative/Clerical I	\$60.00

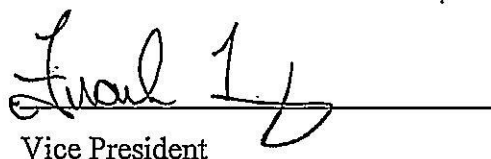
RESOLUTION

BE IT RESOLVED by the Board of Directors of Digital Engineering & Imaging, Inc., a corporation organized and existing under the laws of the State of Louisiana, and domiciled in the City of Kenner, that Kurt M. Evans, P.E., CEO of the Corporation, L. Bruce Newton, President, Frank T. Liang, Vice President, Robert J. Delaune Jr, Vice President, David G. LeBreton Jr, Vice President, Andrew K. Woodroof, Vice President and Fannie Marcotte-Bennett, Vice President of the Corporation be, and are hereby authorized and empowered to execute any and all contracts of whatever kind on behalf of the Corporation for engineering consulting services.

CERTIFICATE

I, Frank T. Liang, Vice President of Digital Engineering & Imaging, Inc. do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the 9th day of December 2022; that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation this 23rd day of January, 2023


Vice President

