

2022-0093

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

ORDINANCE NO. 22-4-6

An ordinance approving and authorizing the execution of Amendment No. 2 to Ordinance No. 20-7-6 and 21-8-5, which approved the Engineering Services Agreement and Amendment No. 1, with Principal Engineering, Inc., to perform design services for the East Bank Master Drainage Plan (Parish Project Number P200601) in the amount not to exceed \$80,400.00.

WHEREAS, on July 6, 2020, the St. Charles Parish Council approved Ordinance No. 20-7-6; an Engineering Services Agreement with Principal Engineering, Inc. for the design of the East Bank Master Drainage Plan (Parish Project No. P200601); and,

WHEREAS, on August 9, 2021, the St. Charles Parish Council approved Ordinance No. 21-8-5; Amendment No.1 to the Engineering Services Agreement with Principal Engineering, Inc. for the continued design of the East Bank Master Drainage Plan (Parish Project No. P200601); and,

WHEREAS, St. Charles Parish now desires for Principal Engineering, Inc. to perform a Hydraulic and Hydrologic (H&H) Study to aid in the development of a Benefit Cost Analysis (BCA) within Ormond, for projects designated to be paid for by the Louisiana Watershed Initiative (LWI) Grant; and,

WHEREAS, St. Charles Parish also now desires for Principal Engineering, Inc. to revise a portion of the Montz Watershed model to reflect a new drainage pattern that delineates and separates the drainage flow to the new Montz Pump Station located on CC Road between Kansas City Southern Railroad (KCS) and Airline Highway from the drainage flow to Prescott Canal; and,

WHEREAS, St. Charles Parish and Principal Engineering, Inc. have mutually agreed upon a not-to-exceed fee of \$80,400.00 to complete the work for both the LWI Application and Montz Watershed model; and,

WHEREAS, Amendment No. 2 to the Professional Services Agreement between St. Charles Parish and Principal Engineering, Inc., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 2 to the Engineering Services Agreement between St. Charles Parish and Principal Engineering, Inc., for the East Bank Master Drainage Plan (Parish Project Number P200601), in the amount not to exceed \$80,400.00, is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute Amendment No. 2 on behalf of 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
NAYS: NONE
ABSENT: BELLOCK, FISHER-CORMIER

And the ordinance was declared adopted this 18th day of April, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Dupont
DLVD/PARISH PRESIDENT: April 19, 2022
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: April 19, 2022
AT: 4:00 pm RECD BY: [Signature]

**AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
FOR EAST BANK MASTER DRAINAGE
PLAN**

THIS AMENDMENT NO. 2 is made and entered into on this 25th day of April, 2022;

BY AND BETWEEN:

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

PRINCIPAL ENGINEERING, INC. (PRINCIPAL), represented herein by Henry I. DiFranco, Jr., 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. 20-7-6 to authorize an Agreement between St. Charles Parish and Principal Engineering, Inc. for the design of the East Bank Master Drainage Plan (Parish Project No. P200601); and,

WHEREAS, On August 9, 2021 the St. Charles Parish Council approved Ordinance No. 21-8-5 to authorize Amendment No.1 between St. Charles Parish and Principal Engineering, Inc. for the continued design of the East Bank Master Drainage Plan (Parish Project No. P200601); and,

WHEREAS, St. Charles Parish now desires for Principal Engineering, Inc. to perform a Hydraulic and Hydrologic (H&H) Study to aid in the development of a Benefit Cost Analysis (BCA) within Ormond, for projects designated to be paid for by the Louisiana Watershed Initiative (LWI) Grant; and,

WHEREAS, St. Charles Parish also now desires for Principal Engineering, Inc. to revise a portion of the Montz Watershed model to reflect a new drainage pattern, to represent the water flow to the new Montz Pump Station located between Kansas City Railroad (KCS) and Airline Highway along CC Road; and,

WHEREAS, St. Charles Parish and Principal Engineering, Inc. have mutually agreed upon a not to exceed fee of \$80,400.00 to complete the work for both the LWI Application and Montz Watershed model.

ATTACHMENT “A” PROJECT SCOPE (AMENDMENT NO.2)

Add the attached Attachment “A”.

ATTACHMENT “B” PROJECT SCHEDULE (AMENDMENT NO.2)


Add the attached Attachment “B”.

ATTACHMENT “C” PROJECT COMPENSATION (AMENDMENT NO.2)

Add the attached Attachment “C”.

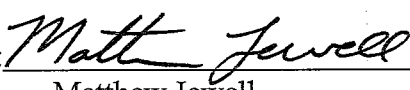
THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this 25th day of APRIL, 2022.

Witnesses:



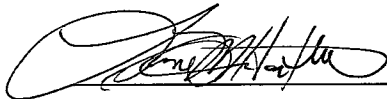



ST. CHARLES PARISH

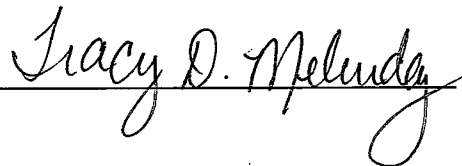
By: 
Matthew Jewell
Parish President

Date: 4-19-22

PRINCIPAL ENGINEERING, INC
(PRINCIPAL)



By: 
Henry I. DiFranco, Jr., P.E.
President



Date: 4-25-2022

ATTACHMENT "A"
PROJECT SCOPE (AMENDMENT NO.2)

EAST BANK MASTER DRAINAGE PLAN
Project No. (P200601)

Add the following to the project scope for the work associated with the Professional Services Agreement.

LWI Application H&H Study:

This study is intended to show the difference in water surface elevation in the Ormond area based on multiple project improvements. The project improvements consist of upgrades to the existing Destrehan No.2 Drainage Pump Station, and installation of additional culverts underneath Canadian National (CN) Railroad.

The difference in water surface elevation for various storm events (5,10-,25-, 50-, and 100-year storms) will help St. Charles Parish develop a Benefit Cost Ratio (BCR). This BCR will prove that the project improvements are justified, and this overall Benefit Cost Analysis (BCA) will accompany an application for a Louisiana Watershed Initiative (LWI) Grant.

The ENGINEER shall use the existing conditions model of the Ormond Watershed from the Master Drainage Plan as the existing conditions for this H&H model. The proposed conditions represent the project improvements. At the Destrehan No.2 Drainage Pump Station, more capacity will be added to the sump that currently feeds the drainage pumps. At six different locations along the CN Railroad, eight new culverts are proposed to be installed.

The deliverable for this scope of work shall be an Excel file listing the existing and proposed water surface elevations for all design storms. The file should contain a list of all addresses in the specified area, as based on the LWI application requirements, along with the Finished Floor Elevation of each home. The ENGINEER shall also prepare a copy of this revised model and deliver to the OWNER as specified in the original Contract for the East Bank Master Drainage Plan Project. The ENGINEER shall also prepare an amended Ormond Watershed Report for the purpose of application for funding by the LWI program.

Montz Watershed Revised Drainage Pattern:

Water from St. John the Baptist Parish (SJB) is draining into St. Charles Parish (SCP) from Highway 3217 southwards. Water collects in the Parish Line Canal (PLC) and travels to the existing Prescott Pump Station.

SCP desire to place a berm along the west side of the PLC and on the south side of the Airline Highway ditch. SCP also desires to block the north side of the Kansas City Southern (KCS) Railroad culvert at the PLC, and route the drainage along the south side of the KCS to the proposed Montz No.2 Pump Station.

SCP desires to know the flooding potential along Evangeline Road and to homes in the vicinity, to determine if additional protection is required.

Overall, the SCP water in the Montz area will flow north along PLC, turn east along the southern side of KCS Railroad, then turn north along CC Road to outfall at the new Montz No.2 Pump Station. The SJB water will flow SE and north to the Airline Highway southern ditch, travel east along the ditch, and cross under Airline Highway to outfall on the northern side at Prescott Pump Station.

The deliverable for this scope of work shall be a copy of the revised model and delivery to the OWNER as specified in the original Contract for the East Bank Master Drainage Plan Project, as well as an amended Montz Watershed Report.

ATTACHMENT "B"
PROJECT SCHEDULE (AMENDMENT NO.2)

EAST BANK MASTER DRAINAGE PLAN
Project No. (P200601)

Add the following to the project schedule for the work associated with the Professional Services Agreement.

The CONSULTANT shall complete the following tasks associated with Amendment No.2 within the number of days shown after Notices to Proceed for the work covered by Amendment No.2:

| | <u>Number of Days to Complete</u> |
|--|-----------------------------------|
| LWI Application H&H Study | 30 |
| Montz Watershed Revised Drainage Pattern | 30 |

ATTACHMENT "C"
PROJECT COMPENSATION (AMENDMENT NO.2)

EAST BANK MASTER DRAINAGE PLAN
Project No. (P200601)

Add the following to the Compensation for the work associated with the Professional Services Agreement.

OWNER shall pay ENGINEER on a Not to Exceed basis for Basic Services set forth in Attachment A as follows:

- a. The total compensation for basic services as described in Attachment A is estimated to be \$80,400.00 based on the following estimated distribution of compensation:
 1. LWI Application H&H Study \$65,000.00
 2. Montz Watershed Revised Drainage Pattern \$15,400.00
- b. The amounts billed for ENGINEER's services under Attachment A will be based on the cumulative hours charged to the Project during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus ENGINEER's CONSULTANT's charges.
- c. The Standard Hourly Rates charged by ENGINEER constitute full and complete compensation for ENGINEER's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include ENGINEER's CONSULTANT's charges.
- d. ENGINEER's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

HOURLY RATES

BILLABLE RATES PER CLASSIFICATION

| CLASSIFICATION | BILLABLE RATE |
|--|---------------|
| Principal Engineer (Licensed PE) | \$200.00 |
| Engineer IV (Senior - Licensed PE) | \$185.00 |
| Engineer III (Mid - Licensed PE) | \$160.00 |
| Engineer II (Junior - Licensed PE) | \$140.00 |
| Engineer I (Graduate BS/MS Engineer or EI) | \$115.00 |
| Senior Architect (Licensed Architect) | \$155.00 |
| Project Architect (Licensed Architect) | \$140.00 |
| Senior Engineering Tech (AS or Equiv.) | \$115.00 |
| CAD Technician III | \$95.00 |
| CAD Technician II | \$80.00 |
| CAD Technician I | \$65.00 |
| Resident Inspector | \$70.00 |
| Office/Business Manager | \$80.00 |
| Clerical/Administrative | \$55.00 |
| Direct Expenses | Exact Amount |
| Mileage | \$0.55/mile |



CORPORATE RESOLUTION

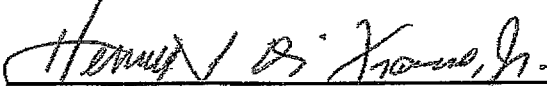
EXCERPT FROM THE MINUTES OF THE ANNUAL MEETING OF THE SHAREHOLDERS AND BOARD OF DIRECTORS OF PRINCIPAL ENGINEERING, INC.

AT THE ANNUAL MEETING OF THE SHAREHOLDERS AND BOARD OF DIRECTORS OF PRINCIPAL ENGINEERING, INC., DULY NOTICED AND HELD ON DECEMBER 2, 2020 A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED.

IT WAS THEREFORE RESOLVED,

THAT HENRY I. DIFRANCO, JR., THE PRESIDENT, SECRETARY AND TREASURER OF PRINCIPAL ENGINEERING, INC. BE AND IS APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF ST. CHARLES OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFORE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.



PRESIDENT, SECRETARY & TREASURER

8-9-2021

DATE