2025-0191

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

ORDINANCE NO.

25-7-13

An ordinance approving and authorizing the execution of Amendment No. 2 to Ordinance 23-12-4, which approved a Professional Services Agreement with Stuart Consulting Group, Inc. for Ormond Center Drainage Improvements (Project No. P190505), in the not to exceed amount of \$153,724.20.

WHEREAS, Ordinance No. 22-4-2 adopted on April 4, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Stuart Consulting Group, Inc., to perform engineering services for Ormond Center Drainage Improvements (Project No. P190505), in the amount not to exceed \$81,246.00; and,

WHEREAS, Ordinance No. 23-12-4 adopted on December 4, 2023, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 to Ordinance No. 22-4-2 which approved a Professional Services Agreement with Stuart Consulting Group, Inc., for the Ormond Center Drainage Improvements (Project No. P190505), in the not to exceed amount of \$171,763.00, increasing the overall contract value to \$253,009.00; and,

WHEREAS, on May 20, 2025, sealed bids were received and all bids were rejected/withdrawn for various reasons, and therefore the project must be rebid and requires more effort from Stuart Consulting Group, Inc. to edit the plans and specifications slightly and prepare the documents for rebid; and,

WHEREAS, St. Charles Parish and Stuart Consulting, Inc., have mutually agreed on a price of \$153,724.20 to complete the work, increasing the overall contract value to \$406,733.20, as detailed in the scope and compensation of Amendment No. 2.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 2 to the Professional Services Agreement with Stuart Consulting Group, Inc., for continued engineering services for the Ormond Center Drainage Improvements (Project No. P190505), in the not to exceed amount of \$153,724.20, to increase the overall contract value to \$406,733.20, 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:

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

O'DANIÉLS, FISHER, DEBRULER

NAYS:

ABSENT: NONE

NONE

And the ordinance was declared adopted this <u>21st</u> day of <u>July</u>, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: SECRETARY: SECRETARY: SICHULL SUPPORTATION DIVIDING SECRETARY: DISAPPROVED: DISAPPROVED: PARISH PRESIDENT: SULY 23, 2025

AT: 2:49 0M RECD BY: SICH STREET

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT FOR ORMOND CENTER DRAINAGE IMPROVEMENTS

THIS AMENDMENT NO. 2 is made and entered into on this 8/18/2025

BY AND BETWEEN:

- ST. CHARLES PARISH, represented herein by its duly authorized Parish President, Matthew Jewell, (hereafter sometimes referred to as "OWNER"), and
- STUART CONSULTING GROUP, INC. represented herein by Christopher Fenner P.E., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "CONSULTANT"):

WHEREAS, On April 4, 2022, the St. Charles Parish Council adopted Ordinance No. 22-4-2 to authorize an Agreement between St. Charles Parish and Stuart Consulting Group, Inc. for the preliminary design of the Ormond Center Drainage Improvements (Parish Project No. P190505), in the not to exceed amount of \$81,246.00; and,

WHEREAS, On December 4, 2023, the St. Charles Parish Council adopted Ordinance No. 23-12-4 authorizing Amendment No. 1 to the Agreement between St. Charles Parish and Stuart Consulting Group, Inc., to design, bid and manage construction of the change in scope due to a structural failure during the original design, for Ormond Center Drainage Improvements (Project No. P190505), in the not to exceed amount of \$171,763.00, increasing the overall contract value to \$253,009.00; and,

WHEREAS, the project was bid on May 20, 2025 and all bids were rejected/withdrawn for various reasons, and therefore the project must be rebid and requires more effort from Stuart Consulting Group, Inc. to edit the plans and specifications slightly and prepare the documents for rebid; and,

WHEREAS, St. Charles Parish and Stuart Consulting, Inc., have mutually agreed on a price of \$153,724.20 to complete the work, increasing the overall contract value to \$406,733.20, as detailed in the scope and compensation of Amendment No. 2.

Changes to the Contract Attachments are as follows:

ATTACHMENT "A"

Scope for Bid Phase and Resident Project Representative (RPR) was included in the original contract.

Revised Submittal for Bidding:

- CONSULTANT shall employ the surveyor to mark any items in the field to be

- marked on the plans for further clarification to the Bidder.
- CONSULTANT shall revise the plans and specifications to clarify the "Entergy Coordination" item.
- CONSULTANT shall revise plans, specifications and bid form as necessary to clarify items, including but not limited to, bypass pumping and drainage management during construction, and anything else needing further clarification.
- CONSULTANT shall revise the cost estimate to reflect changes made to plans and specifications.

ATTACHMENT "B"

No changes to the existing Attachment "B" Project Schedule as the bid and construction schedule will remain as shown.

ATTACHMENT "C"

Delete the existing Attachment "C" and replace with the following:

ENGINEER previously completed a Preliminary Design Report for the initial scope of work routing the drainage to the west of the existing development. A portion of this work was applicable to continue designing for the new scope of work as it included overall hydraulic calculations for the area. The new scope includes removal and replacement of the existing drainage within the 30' servitude that lies within the development, and all supporting construction work such as removal and replacement of concrete pavement, connecting all existing drainage features, etc.

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 \$221,684.00 based on the following estimated distribution of compensation:

1. Preliminary Design Phase (25%) \$55,421.00 as broken down below (previously completed)

1) Site 1 – Ormond Center: \$36,110.00

2) Site 2 – Cypress Lakes South Weir: \$19,311.00

2. Final Design Phase (45%) \$99,757.80

3. Bid Phase (5%) \$11,084.20

4. Construction Phase (25%) \$55,421.00

- b. ENGINEER 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.
- c. 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.
- d. 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.
- e. ENGINEER's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

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

- a. Surveying: \$25,825.00 as broken down below (previously completed)
 - 1. Site 1 Ormond Center: \$22,885.00
 - 2. Site 2 Cypress Lakes South Weir: \$2,940.00
- b. Geotechnical Investigation: \$5,500.00
- c. Permitting: TBD if deemed necessary
- d. Revised Submittal for Bidding: \$14,540.00
- e. Bid Phase Rebid: \$11,084.20

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

- 1. Resident Project Representative Services: For services of ENGINEER's Resident Project Representative, if requested, as outlined in Part 2.C of Attachment A, a total amount of \$128,100.00, at the hourly rate as listed in Appendix A.
- 2. Resident Project Representative Schedule: The Hourly Rate amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a 270-Day construction schedule.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this 8/18/2025

STUART CONSULTING GROUP INC		ST. CHARLES PARISH		
By:	Signed by: Christopher Fenner P.E. C9F5318652BB4EF	Ву:	DocuSigned by: Matthew Jewell BSAABECSF77E403	
Name:	Christopher Fenner P.E.	Name:	Matthew Jewell	
Title:	Vice President	Title:	Parish President	
Date:	8/18/2025	Date:	8/18/2025	
WITNESS		WITNESS		
Ву:	Signed by: Vhomms D. Mantin, Dr. 503F3FF2420941	Ву:	Signed by: RACY Monfrey EAB/B274FC894A7	
Name:	Thomas J. Martin, Jr.	Name:	Kacy Monfrey	
Title:	President	Title:	Executive Assistant	
Date:	8/18/2025	Date:	8/19/2025	

CORPORATE RESOLUTION

BOARD OF DIRECTORS OF STUART CONSULTING GROUP, INC.

EXCERPT from the Minutes of the Board of Directors Meeting of Stuart Consulting Group, Inc.

AT THE QUARTERLY MEETING of the Board of Directors of Stuart Consulting Group, Inc., duly called to order and held on June 19, 2025, a quorum being there present, on motion duly made by Martin and seconded by Fenner (4 YEAS, 0 NAYS);

IT WAS RESOLVED THAT: Thomas J. Martin, Jr., PE – President/Director and Christopher Fenner, PE – Senior Vice President/Secretary are appointed, constituted and designated as AGENTS of the Corporation with full power and authority to act on behalf of this Corporation in all negotiations, proposal concerns, and transactions within the State of Louisiana for any and all contracts, task orders, or work assignments. This Corporation hereby ratifying, approving, confirming and accepting each and every such act performed by said AGENT.

IT WAS ALSO RESOLVED THAT: Richard L. Patrick, PE – Vice President and Christopher A. Fenner, PE – Senior Vice President/Secretary are appointed, constituted and designated as AGENTS of the Corporation with full power and authority to act on behalf of this Corporation in all negotiations, proposal concerns, and transactions within the State of Texas for any and all contracts, task orders, or work assignments. This Corporation hereby ratifying, approving, confirming and accepting each and every such act performed by said AGENT.

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 for said Corporation and the same have not been revoked nor rescinded.

Christopher A. Fenner, PE Senior Vice President/Secretary

Date: June 19, 2025

Witnessed by:

Thomas J. Martin, Jr., P.

President/Director

Date: June 19, 2025