

2023-0319

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

ORDINANCE NO. 23-12-4

An ordinance approving and authorizing 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.

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 not to exceed amount of \$81,246.00; and,

WHEREAS, the original scope of the project consisted of rerouting the interior drainage, that ran through Ormond Center, to the western boundary of the development, and removal and replacement of the weir located within Cypress Lakes Golf Course; and,

WHEREAS, during preliminary design, a structural failure occurred beneath Ormond Center Court, the main road through the Ormond Center development, causing for a redesign of the drainage system to stay in the existing location but simply upsize and replace for proper drainage conveyance; and,

WHEREAS, St. Charles Parish has requested Stuart Consulting Group, Inc., move forward with Final Design, Bidding and Construction of this project; and,

WHEREAS, St. Charles Parish and Stuart Consulting Group, Inc. have mutually agreed upon a not to exceed fee of \$171,763.00 to complete the work, increasing the overall contract value to \$253,009.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1 to Ordinance No. 22-4-2 to the Professional Services Agreement between St. Charles Parish and Stuart Consulting Group, Inc., for engineering services for the Ormond Center Drainage Improvements (Project No. P190505), in the not to exceed amount of \$171,763.00, to increase the overall contract value to \$253,009.00, 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, BELLOCK, FISHER, FISHER-CORMIER
NAYS: NONE
ABSENT: GIBBS, DUFRENE

And the ordinance was declared adopted this 4th day of December, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: December 5, 2023
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: December 6, 2023
AT: 2:49 pm RECD BY: [Signature]

**AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR ORMOND CENTER DRAINAGE
IMPROVEMENTS**

THIS AMENDMENT NO. 1 is made and entered into on this 12th day of December, 2023;

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 Thomas J. Martin, Jr., P.E., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “ENGINEER”):

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, the original scope of the project consisted of rerouting the interior drainage, that ran through Ormond Center, to the western boundary of the development, and removal and replacement of the weir located within Cypress Lakes Golf Course; and,

WHEREAS, during preliminary design, a structural failure occurred beneath Ormond Center Court, the main road through the Ormond Center development, causing for a redesign of the drainage system to stay in the existing location but simply upsize and replace for proper drainage conveyance; and,

WHEREAS, St. Charles Parish has requested Stuart Consulting Group, Inc. move forward with Final Design, Bidding and Construction of this project; and,

WHEREAS, St. Charles Parish and Stuart Consulting Group, Inc. have mutually agreed upon a not-to-exceed fee of \$171,763.00 to complete the work, increasing the overall contract value to \$253,009.00.

ATTACHMENT “A” PROJECT SCOPE

Add the verbiage below to the existing Attachment “A”.

The scope of the project has been changed to removing and replacing the existing drainage within the 30’ servitude that runs from south to north through the middle of the Ormond Center development. The ENGINEER shall move forward with the revised scope and complete Final Design, Bidding and Construction phases of the project.

ATTACHMENT "C" PROJECT COMPENSATION

Delete entire Attachment "C" and replace with the attached.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this 12th day of December, 2023.

Witnesses:

Billy Raymond

Kay Monney

Mark

Blaze

ST. CHARLES PARISH

By: Matthew Jewell

Matthew Jewell
Parish President

Date: 12-6-23

STUART CONSULTING GROUP, INC.

By: Thomas J. Martin, Jr.

Thomas J. Martin, Jr., P.E.
President/Director

Date: 12/12/2023

ATTACHMENT "C"
PROJECT COMPENSATION

ORMOND CENTER DRAINAGE IMPROVEMENTS
Project No. (P190505)

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 design 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

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 TBD, 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 TBD Day construction schedule

Attachment C-1

Stuart Consulting Group, Inc.
Standard Rates (2021)

| Classification | Rate |
|----------------------------------|-----------|
| Accountant | \$ 178.00 |
| Administrator | \$ 103.00 |
| Administrative Assistant | \$ 66.00 |
| Assistant Project Manager | \$ 134.00 |
| CAD Designer | \$ 110.00 |
| Construction Manager | \$ 114.00 |
| Construction Representative | \$ 89.00 |
| Debris Monitor | \$ 64.00 |
| Debris Program Manager | \$ 121.00 |
| Document Control Specialist | \$ 118.00 |
| Drafter | \$ 94.00 |
| Engineer I (EI) | \$ 120.00 |
| Engineer II (EI) | \$ 131.00 |
| Engineer III (EI) | \$ 146.00 |
| Engineer IV (Project Engineer) | \$ 178.00 |
| Engineer V (Senior Engineer) | \$ 211.00 |
| Engineer VI (Principal Engineer) | \$ 257.00 |
| Engineer VII (VP) | \$ 281.00 |
| Engineer VIII (P) | \$ 365.00 |
| GIS Analyst | \$ 117.00 |
| Grant Specialist | \$ 154.00 |
| Intern | \$ 61.00 |
| IT Technician | \$ 150.00 |
| Mitigation Specialist | \$ 182.00 |
| Operations Manager | \$ 79.00 |
| Principal | \$ 358.00 |
| Program Manager | \$ 229.00 |
| Project Manager | \$ 209.00 |
| Resident Inspector | \$ 83.00 |
| Senior CAD Designer | \$ 149.00 |
| Senior Construction Manager | \$ 160.00 |
| Senior GIS Analyst | \$ 156.00 |
| Senior Program Manager | \$ 264.00 |
| Senior Project Manager | \$ 244.00 |
| Senior Resident Inspector | \$ 94.00 |
| Senior Surveyor | \$ 150.00 |
| Surveyor | \$ 130.00 |

CORPORATE RESOLUTION
BOARD OF DIRECTORS
OF
STUART CONSULTING GROUP, INC.

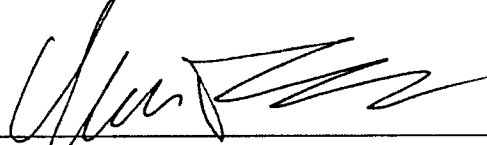
EXCERPT from the Minutes of the Board of Directors Meeting of Stuart Consulting Group, Inc.

AT THE QUARTERLY MEETING of the Board of Directors of Stuart Consulting Group, Inc., duly called to order and held on October 5, 2023, a quorum being there present, on motion duly made by Martin and seconded by Fenner (3 YEAS, 0 NAYS);

IT WAS RESOLVED THAT: Thomas J. Martin, Jr., PE – President/Director and Christopher Fenner, PE – 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: Martin J. Cristofaro, PE – Vice President and Christopher A. Fenner, PE – 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.

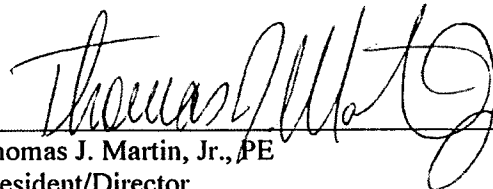
I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above dated meeting of the Board of Directors for said Corporation and the same have not been revoked nor rescinded.



Christopher A. Fenner, PE
Vice President/Secretary

Date: October 5, 2023

Witnessed by:



Thomas J. Martin, Jr., PE
President/Director

Date: October 5, 2023