

1 BY COUNCIL MEMBER ELLIS

2
3 CITY OF CENTRAL
4 PROPOSED ORDINANCE NO. 2015- 47
5

6 AN ORDINANCE TO APPROVE THE PROPOSED AMENDMENT NO. 1 RELATED TO
7 ENGINEERING SERVICES FOR STATE PROJECT NO. H.002320/FEDERAL AID
8 PROJECT NO. H002320 TO BE ENTERED INTO BETWEEN THE LOUISIANA
9 DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, STATE OF LOUISIANA,
10 AND THE CITY OF CENTRAL; AUTHORIZING THE MAYOR TO EXECUTE SAID
11 AMENDMENT; AND TO PROVIDE FOR RELATED MATTERS
12

13 WHEREAS, the Louisiana Department of Transportation and Development (“DOTD”) is
14 in the process of constructing various improvements in and along Louisiana State Highway 3034,
15 Sullivan Road (Wax-Hooper), including construction of a 4-lane divided highway with raised
16 median, hereinafter “Project”;
17

18 WHEREAS, the City entered into a contract for engineering services with Professional
19 Engineering Consultants Corporation (PEC) to design plans and right-of-way maps for the
20 Project; and
21

22 WHEREAS, DOTD has determined that a separate clearing and grubbing project is
23 required, and DOTD does not currently have the staff or expertise to modify the existing plans to
24 account for the separate clearing and grubbing project in the time frame required; and
25

26 WHEREAS, PEC, the City’s engineer for the Project, has the expertise and knowledge to
27 provide engineering services necessary to separate the clearing and grubbing plan set, as well as
28 finalize the road construction plan set; and
29

30 WHEREAS, the City has agreed to task PEC for the services required for the separation
31 of plans as set forth above, and DOTD has agreed to pay the City for these services up to a
32 maximum of \$89,030.26; and
33

34 WHEREAS, the City and DOTD previously entered into an agreement (“Agreement”),
35 dated January 27, 2014, relative to the Project;
36

37 WHEREAS, the City and DOTD wish to amend the Agreement, as set forth in the
38 Amendment No. 1 (“Amendment”), which is attached hereto as Exhibit A;
39

40 WHEREAS, such amendments include, but are not limited to, the City supplementing its
41 contract with PEC to include certain services;
42

43 NOW THEREFORE, BE IT ORDAINED by the Council of the City of Central, State of
44 Louisiana as follows:
45

1 Section 1: The Council for the City of Central hereby authorizes and directs the
2 Mayor of the City of Central to execute the Amendment related to engineering services for State
3 Project No. H.002320/Federal Aid Project No. H002320 ("Project") with the Louisiana
4 Department of Transportation and Development. A copy of the proposed Amendment attached
5 as Exhibit "A."
6

7 Section 2: The specific terms and conditions of this Ordinance shall prevail against
8 other ordinances of the City to the extent that there may be any conflict.
9

10 Section 3: Severability. If any section, subsection, sentence, clause or provision of
11 this Ordinance is declared by a court of competent jurisdiction to be invalid, such declaration of
12 invalidity shall not affect the validity of the Ordinance as a whole, or parts thereof, other than the
13 part declared invalid. The remainder of the Ordinance shall not be affected by the declaration of
14 invalidity and shall remain in force and effect.
15

16 Section 4. Effective Date. This Ordinance shall be effective upon publication.
17 Introduced before the Council on November 10, 2015.
18

19 This Ordinance having been submitted to a vote, the vote thereon was as follows:

20
21 For: Ellis, Evans, Fratide, Messina, Vance
22 Against: 0
23 Absent: 0
24

25 Adopted the 24 day of November, 2015.
26

27 Signed the 25 day of November, 2015.
28

29 Delivered to the Mayor on the 25 day of November, 2015.
30

31 [Signature]
32 Mark Miley, City Clerk
33

34 Approved:
35

36 [Signature]
37 I.M. Shelton, Jr. Mayor
38

39 Received from Mayor on the 25 day of November, 2015:
40

41 [Signature]
42 Mark Miley, City Clerk
43

43 Adopted Ordinance published in The Advocate on the 19th day of December, 2015

Exhibit A

1
2
3 AMENDMENT NO. 1 CITY-STATE AGREEMENT RELATED TO ENGINEERING
4 SERVICES FOR STATE PROJECT NO. H.002320/FEDERAL AID PROJECT NO. H002320
5 TO BE ENTERED INTO BETWEEN THE LOUISIANA DEPARTMENT OF
6 TRANSPORTATION AND DEVELOPMENT, STATE OF LOUISIANA, AND THE CITY OF
7 CENTRAL
8

AMENDMENT NO. 1
CITY-STATE AGREEMENT
between
THE STATE OF LOUISIANA
through the
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
and the
CITY OF CENTRAL/EAST BATON ROUGE PARISH
for
ENGINEERING SERVICES
STATE PROJECT NO: H.002320
FEDERAL PROJECT NO: H002320
SULLIVAN ROAD (WAX – HOOPER)
LA 3034
EAST BATON ROUGE PARISH

THIS CITY STATE AGREEMENT (“Agreement”), is made and entered into on this the ____ day of _____, 201__, by and between the State of Louisiana through The Department of Transportation and Development (“DOTD”), and the City of Central, East Baton Rouge Parish (“City”), a political subdivision of the State of Louisiana, for the public purpose hereinafter stated;

WITNESSETH:

WHEREAS, the DOTD is in the process of constructing various improvements in and along Louisiana State Highway 3034, Sullivan Road (Wax-Hooper), including construction of a 4-lane divided highway with raised median, hereinafter “Project”; and

WHEREAS, the City entered into a contract for engineering service with Professional Engineering Consultants Corporation (PEC) to design plans and right-of-way maps for the Project; and

WHEREAS, DOTD has determined that a separate clearing and grubbing project is required, and DOTD does not currently have the staff or expertise to modify the existing plans to account for the separate clearing and grubbing project in the time frame required; and

WHEREAS, PEC, the City’s engineer for the Project, has the expertise and knowledge to provide engineering services necessary to separate the clearing and grubbing plan set, as well as finalize the road construction plan set; and

WHEREAS, the City has agreed to task PEC for the services required for the separation of plans as set forth above, and DOTD has agreed to pay City for these services up to a maximum of \$89,030.26; and

WHEREAS, the Parties previously entered into an agreement, dated January 27, 2014, relative to the Project;

NOW THEREFORE, the parties agree to amend said agreement of January 27, 2014, as set forth herein below.

1.

Article II is hereby amended to add the following paragraphs:

2.1.3 DOTD shall draft the scope of services, hereinafter "Services," required to be performed by City's engineer, PEC, for the preparation of clearing and grubbing project plans, which shall include a sewer installation.

2.1.4 Upon receipt of invoice from City and verification of satisfactory completion of the Services identified in 2.1.3 herein above, DOTD shall pay to City the cost of the Services performed; provided, however, that the maximum amount payable therefor by DOTD shall not exceed the sum of eighty-nine thousand thirty and 26/100 dollars (\$89,030.26).

2.2.3 City shall supplement its contract with PEC to include the Services.

2.2.4 Upon completion of the Services, City will invoice DOTD for payment. Said invoice will be accompanied by appropriate documentation.

2.

Article V, Ownership, is hereby amended to read as follows:

All records, reports, documents and other materials prepared by PEC relative to the public meeting/hearing identified in paragraph 1.1 hereof and in connection with the subject matter of this Agreement shall be owned by DOTD.

3.

Article IX is hereby amended to add the following paragraph:

9.2 The City shall subrogate DOTD to any rights under City's contract with PEC for indemnification against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of PEC, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement.

4.

The parties hereto agree that all provisions of the Agreement dated January, 27, 2014 between DOTD and City, to the extent not inconsistent with this Amendment No. 1, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first written above.

WITNESSES:

CITY OF CENTRAL

(Witness for First Party)

By: _____

Title: _____

(Witness for First Party)

Federal Tax ID No.: _____

WITNESSES:

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND
DEVELOPMENT**

(Witness for Second Party)

By: _____
Secretary

City-State Agreement: DOTD/Central
H.002320; Sullivan Road
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(Witness for Second Party)

RECOMMENDED FOR APPROVAL

By: _____

		HOURS FOR PERCENT CHANGE					
PROJECT	NUMBER of SHEETS	Sheet Description	CADD Drafting	Senior Tech	Pre-Prof.	Engineering	Supervisor
Roadway	1	Title Sheet	200%	60%	40%	60%	20%
Sewer, C & G		New Title Sheet	500%	150%	100%	150%	50%
Roadway	1	STD Plans and Special Details (update dates too)	300%	90%	60%	90%	30%
Sewer, C & G		STD Plans and Special Details added to title sheet					
Roadway	5	Typical Sections	235%	93%	85%	78%	48%
Sewer, C & G	5	New Typical Sections (New)	353%	139%	128%	116%	71%
Both	3	New Typical Sections add grading section	3525%	1388%	1275%	1163%	713%
Roadway	0	DOTD Summary Sheets	486%	252%	270%	210%	90%
Sewer, C & G	1	DOTD Summary Sheets (New)	1620%	840%	900%	720%	300%
Roadway	2	Summary of Estimated Quantities	1400%	700%	800%	700%	250%
Sewer, C & G	1	Summary of Estimated Quantities (New)	1400%	700%	800%	700%	250%
Roadway	15	Plan/Profile Sheets (1"=20')	630%	231%	285%	351%	111%
Sewer, C & G	15	Plan/Profile Sheets (1"=20') (New)	945%	347%	428%	527%	167%
Roadway	13	Drainage Plan/Profile Sheets (1"=20')	593%	281%	421%	395%	99%
Sewer, C & G	13	Drainage Plan/Profile Sheets (1"=20') (New)	821%	389%	583%	547%	137%
	0	Sewer Plan/Profile Sheets (1"=20')	0%	0%	0%	0%	0%
Sewer, C & G	11	Sewer Plan/Profile Sheets (1"=20') (New)	752%	356%	535%	502%	125%
Roadway	2	Reference Points & Bench Marks (Renumber)	108%	48%	52%	48%	16%
Sewer, C & G	2	Reference Points & Bench Marks (Renumber)	162%	72%	78%	72%	24%
Roadway	2	Existing Drainage Map (1"=100') (Renumber)	64%	28%	24%	20%	12%
Roadway	2	Design Drainage Map (1"=100') (Renumber)	64%	28%	24%	20%	12%
Roadway	10	Summary of Drainage Structures (Renumber)	714%	272%	340%	306%	102%
Sewer, C & G	11	Summary of Sewer Structures (Renumber)	462%	176%	220%	198%	66%
Roadway	2	Geometric Layout Sheets (1"=50') (Renumber)	94%	33%	54%	42%	18%
Sewer, C & G	2	Geometric Layout Sheets (1"=50') (Renumber)	142%	49%	82%	62%	26%
Roadway	11	Details of Turnouts & Intersections (1"=20') (Renumber)	620%	224%	388%	304%	108%
Roadway	5	Graphical Grades (Renumber)	128%	56%	72%	64%	24%
Roadway	8	Joint Layouts (1"=20') (Renumber)	256%	112%	144%	128%	48%
Roadway	4	Pavement Markings (1"=50') (Renumber)	76%	28%	44%	32%	12%
Roadway	15	Sequence of Construction and Construction Signing (1"=50') (Renumber)	690%	420%	504%	504%	195%
Sewer, C & G	3	Sequence of Construction and Construction Signing (1"=50') (New)	4830%	2940%	3528%	3528%	1365%
Both		Fill out QA/QC form and address comments	0	0	2000%	3000%	1700%
Both		Misc (New Estimate, Meetings, 3 year old project, Ect.)	1500%	900%	2000%	3000%	1700%

Sewer, C & G	4	Pump Station Site Plan and Details	76%	28%	44%	32%	12%
		Right of Way Maps					
Roadway	3	Temp Erosion Control Plans (1"=100')	40%	32%	32%	24%	12%
Sewer, C & G	3	Temp Erosion Control Plans (1"=100')	1400%	1120%	1120%	640%	420%
		Traffic Plans (by others)					
		Standard Plans					
Roadway	24	Cross Sections	0%	0%	0%	0%	0%
Sewer, C & G	24	Cross Sections (Note)	435%	133%	274%	222%	114%
		TOTAL	<u>25620%</u>	<u>127</u>	<u>177</u>	<u>188</u>	<u>84</u>