

**AMENDMENT NO. 1
TO
CONSULTING SERVICES FOR LA 52
PHASE 2 (BLUEBERRY HILL - US 90)
(PARISH PROJECT NO. P140201)**

THIS AMENDMENT NO. 1 is made and entered into on this

BY AND BETWEEN:

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

EVANS-GRAVES ENGINEERS, INC. represented herein by Ashlyn Graves, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “CONSULTANT”):

WHEREAS, Resolution No. 5883 adopted February 13, 2012 approved and authorized the execution of a Cooperative Agreement and Amendment No. 1 to the Cooperative Agreement between the U.S. Department of Housing and Urban Development (HUD) and St. Charles Parish for funding of the LA 52 (Paul Maillard Road) Corridor Revitalization Plan, HUD Appropriation No. 861/30162, Reservation No. CCPLA0053-11; and,

WHEREAS, Ordinance No. 13-1-10 adopted January 22, 2013 by the St. Charles Council, approved and authorized the execution of an Agreement with Burk-Kleinpeter, Inc. to assist with the development of a Corridor Revitalization Plan for the Paul Maillard Corridor, LA 52; and,

WHEREAS, Ordinance No. 13-1-11 adopted January 22, 2013 by the St. Charles Council, approved and authorized the execution of an Agreement with the Center for Planning Excellence (CPEX) to assist with the development of a Revitalization Plan for the Paul Maillard Corridor, LA 52; and,

WHEREAS, Ordinance No. 14-12-7 adopted December 1, 2014 by the St. Charles Parish Council, approved and authorized the Paul Maillard Road Revitalization Plan; and,

WHEREAS, Ordinance No. 17-7-9 adopted July 31, 2017 by the St. Charles Parish Council, approved and authorized a multi-phase professional engineering service contract with Evans-Graves Engineers, Inc. to provide all necessary engineering services to design and oversee the construction of the transportation redevelopment phase & drainage portion of the infrastructure & public spaces redevelopment phase of Parish Project Number P140201; Titled PAUL MAILLARD RD (LA 52) CORRIDOR REVITALIZATION PLAN; and,

WHEREAS, LA 52 Phase 2 (Blueberry Hill – US 90) is described as phase 2C within Ordinance 17-7-9 under Section 2.1.2; and,

WHEREAS, Ordinance No. 24-6-15 adopted June 17, 2024 by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Evans-Graves Engineers, Inc. to provide engineering services in the form of a survey and preliminary design for LA 52 Phase 2 (Blueberry Hill - US 90) (Project No. P140201), in the not to exceed amount of \$245,903.00; and,

WHEREAS, St. Charles Parish desires to proceed with final design, permitting, bidding services (as needed), and construction services (as needed) for LA 52 Phase 2 (Blueberry Hill – US 90) (Project No. P140201); and,

WHEREAS, Evans-Graves Engineers, Inc. and St. Charles Parish have mutually agreed to add funds to the Professional Services Agreement for LA 52 Phase 2 (Blueberry Hill – US 90) (Project No. P140201) contract to include final design, permitting, bidding services (as needed), and construction services (as needed) for the project in the not to exceed amount of \$343,330.00 for a total contract price of \$589,233.00.

Changes to the Contract Attachments are as follows:

ATTACHMENT "A"

Add the following to Attachment "A" after A. PRELIMINARY DESIGN PHASE:

B. FINAL DESIGN PHASE

Upon written acceptance by OWNER of the final Preliminary Design Phase documents and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by CONTRACTOR.
- b. These Drawings shall include locations of all utilities affected, with ownership and rights-of-way where required. The existing and ownership of any existing utilities shall be determined by contacting each utility provider in writing to obtain such records as may be available and information from the survey. Coordinate with said utility companies on the adjustment, relocation, or removal of existing utility lines and structures within the project that are in conflict with the proposed improvements.
- c. Visit the Site as needed to assist in preparing the Final Drawings and Specifications.
- d. Prepare necessary applications for permits for submission for approval of local, state, and federal authorities.
- e. Prepare a detailed Final Cost Estimate.
- f. Furnish for review by OWNER three copies of the Final Drawings, Specifications, and Cost Estimate as well as submitting electronically to appropriate parties specified by OWNER. OWNER shall submit to CONSULTANT any comments regarding the furnished items, and any instructions for revisions. CONSULTANT's services under the Final Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the Final Drawings, Specifications, and Cost Estimate.

C. PERMITTING

CONSULTANT shall develop permit drawings, applications, supporting information and obtain all permits as required for the project, including, but not limited to, the following:

- a. Wetland Delineation, submitting for a Jurisdictional Determination of any wetlands
- b. U.S. Army Corps of Engineers (Section 404 permit)
- c. LA Wildlife & Fisheries (Scenic Rivers permit)

- d. LA Department of Health (LDH)
- e. LA Department of Environmental Quality (LDEQ)
- f. Cultural Resources
- g. Railroad Permitting

CONSULTANT shall also attend permit meetings as necessary and address all questions and comments received from any agency to ensure receipt of all necessary approvals.

D. BIDDING AND CONSTRUCTION PHASE

CONSULTANT shall attend bidding and construction meetings as necessary and address all questions and comments received by any agency.

ATTACHMENT “B”

Add the following to Attachment "B" after the Preliminary Design Phase:

Final Design Phase	180
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ATTACHMENT “C”

Add the following to Attachment "C" after 1. Preliminary Design Phase:

2.	Final Design Phase	\$243,330.00	Lump Sum
3.	Permitting	\$50,000.00	Not-To-Exceed
4.	Bidding and Construction Phase	\$50,000.00	Not-To-Exceed

Not-To-Exceed items will be billed on an hourly basis and only as needed to support the effort by others.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this

EVANS-GRAVES ENGINEERS, INC.

ST. CHARLES PARISH

By:

Name: Ashlyn A. Graves

Title:

Date:

By:

Name:

Title:

Date:

WITNESS

By:

Name:

Title:

Date:

WITNESS

By:

Name:

Title:

Date:
