

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

THIS AMENDMENT NO. 2 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

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WHEREAS, the project was bid on May 20, 2025 and all bids were rejected/withdrawn for various reasons, and therefore the project must be rebid and requires more effort from Stuart Consulting Group, Inc. to edit the plans and specifications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

STUART CONSULTING GROUP INC

ST. CHARLES PARISH

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

WITNESS

WITNESS

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:
