

**AMENDMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR MURRAY HILL AND DESTREHAN  
DRIVES DRAINAGE IMPROVEMENTS**

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

**H. DAVIS COLE & ASSOCIATES, LLC** represented herein by H. Davis Cole, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “CONSULTANT”):

WHEREAS, On March 15, 2021, the St. Charles Parish Council approved Ordinance No. 21-3-3 authorizing a Professional Services Agreement between St. Charles Parish and H. Davis Cole & Associates, LLC, to perform engineering services for Murray Hill and Destrehan Drives Drainage Improvements (Project No. P201001), in the not to exceed amount of \$324,668.00; and,

WHEREAS, sealed bids were received by St. Charles Parish on March 6, 2025, for the Murray Hill and Destrehan Drives Drainage Improvements (Project No. P201001); and,

WHEREAS, On June 2, 2025, the St. Charles Parish Council approved Ordinance No. 25-6-5 authorizing a Contract between St. Charles Parish and Barriere Construction Co., LLC, in the amount of \$2,112,258.00; and,

WHEREAS, construction is set to commence and therefore funds for Resident Project Representative (RPR) shall be added to the Agreement; and,

WHEREAS, St. Charles Parish and H. Davis Cole & Associates, LLC have mutually agreed to a not to exceed price of \$109,750.00 to complete the work, increasing the overall contract value to \$434,418.00.

**Changes to the Contract Attachments are as follows:**

**ATTACHMENT “A”**

No change

**ATTACHMENT “B”**

No change

**ATTACHMENT “C”**

Replace the existing Attachment “C” with the attached.

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

**H. DAVIS COLE & ASSOCIATES, LLC**

**ST. CHARLES PARISH**

By:

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Name:

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Title:

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Date:

By:

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Name:

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**WITNESS**

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**WITNESS**

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**ATTACHMENT “C” (AMENDMENT NO. 1)**

**MURRAY HILL AND DESTREHAN DRIVES DRAINAGE IMPROVEMENTS**

Project No. (P201001)

OWNER shall pay CONSULTANT 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 \$232,400.00 based on the following estimated distribution of compensation:
  1. Preliminary Design Phase (30%) \$69,720.00
  2. Final Design Phase (40%) \$92,960.00
  3. Bid Phase (5%) \$11,620.00
  4. Construction Phase (25%) \$58,100.00
- b. CONSULTANT 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 CONSULTANT’s services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT’s employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT’s SUBCONSULTANT’s charges.
- d. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT’s SUBCONSULTANT’s charges.
- e. CONSULTANT’s Standard Hourly Rates are attached to this Agreement as Attachment C-1.

OWNER shall pay CONSULTANT on a Lump Sum basis for Additional Services set forth in Attachment A as follows:

- a. Surveying \$87,318.00
- b. Geotechnical Investigation \$4,950.00

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

1. Resident Project Representative Services: For services of CONSULTANT’s Resident Project Representative, if requested, as outlined in Part 2.D of

Attachment A, a total amount of \$109,750.00, at the hourly rate as listed in Attachment C-1.

2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a 240-day construction schedule.