

**AMENDMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR DESTREHAN WASTEWATER  
TREATMENT PLANT AERATION BASIN  
REHABILITATION (PROJECT NO.  
S211202)**

THIS AMENDMENT NO. 1 is made and entered into on this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2023;

BY AND BETWEEN:

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

**MEYER ENGINEERS, LTD.**, represented herein by Richard C. Meyer, duly authorized by  
Corporate Resolution attached hereto (hereafter sometimes referred to as  
“ENGINEER”):

WHEREAS, On January 24, 2022, the St. Charles Parish Council approved  
Ordinance No. 22-1-5 to authorize an Agreement between St. Charles Parish and Meyer  
Engineers, Ltd. for the Design Alternative Study services for the Destrehan Wastewater  
Treatment Plant Aeration Basin Rehabilitation (Project No. S211202); and,

WHEREAS, St. Charles Parish desires for Meyer Engineers, Ltd. to complete all  
design services based on the recommendation provided in the Technical Memorandum, the  
result of the Design Alternative Study, completed by Meyer Engineers, Ltd. in 2022; and,

WHEREAS, St. Charles Parish and Meyer Engineers, Ltd. have mutually agreed to  
a not to exceed fee of \$410,000.00 to complete the work; and,

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

**ATTACHMENT “A”**

**Add the following verbiage to Attachment “A”.**

Phase 2: Construction Documents and Phase 3: Bidding and Construction Administration

**PART 1 – BASIC SERVICES**

A. PRELIMINARY DESIGN PHASE

Upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, and outline specifications. Visit the Site, as needed, to prepare the Preliminary Design Phase documents.
- b. Coordinate all surveys and other investigations (see Additional Services) as may be required to prepare construction plans. Investigations and/or surveys shall locate existing utilities (private and public) affected by the project and shall locate and define such utilities sufficiently in the event that utilities have to be relocated.
- c. Prepare a program of borings and other soil investigations that may be required.
- d. Provide written notice to all utility companies (private and public) about the project and request utility “as-built” information from them.
- e. Advise OWNER if additional reports, data, information, and/or services which are necessary and assist OWNER in obtaining such reports, data, information, and/or services.
- f. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.
- g. Obtain and review OWNER’s contract documents and OWNER specifications for inclusion within the final contract, plans and specifications. CONSULTANT shall also consult with OWNER in regards to OWNER policies and practices in regard to contract administration and construction management.
- h. Furnish three review copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT’s services under the Preliminary Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Preliminary Design Phase documents and opinion of probable Construction Cost.

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. BID PHASE

Upon acceptance by OWNER of the Final Drawings, Specifications, the most recent opinion of probable Construction Cost, and upon written authorization by OWNER to proceed, CONSULTANT shall:

- a. Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORS, and, where applicable, maintain a record of prospective CONTRACTORS to which documents have been issued, pre-bid conferences, if any, and receive and process CONTRACTOR deposits or charges for the issued documents.
- b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- c. Consult with OWNER as to the qualifications of prospective CONTRACTORS. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORS, for those portions of the Work as to which review of qualifications is required by the issued documents.

- d. If the issued documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective CONTRACTORS.
- e. Attend the bid opening, prepare bid tabulation sheets and recommendation of award to meet OWNER's schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.
- f. The Bid Phase will be considered complete upon commencement of the Construction Phase.

D. CONSTRUCTION PHASE

Upon successful completion of the Bid Phase and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
- c. Establish construction monuments, project baseline, and benchmarks as necessary.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.
- f. Verify and approve CONTRACTOR's Applications for Payment and schedules (Progress Schedules, Schedule of Submittals, and Schedule of Values) and submit to the OWNER.
- g. Prepare progress reports for the OWNER when requested and coordinate monthly progress meetings between OWNER, CONTRACTOR, CONSULTANT, and inspector, as necessary throughout the duration of the project.
- h. Review shop drawings and sampled for conformance with the design concept of the project and for compliance with the result required in the Contract Documents. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR.
- i. Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.
- j. Attend Council meetings and other meetings necessary to discuss issues associated with the project.
- k. Record Drawings: The CONSULTANT shall furnish reproducible "RECORD" drawings, based on information provided by the

CONTRACTOR, both printed on full size paper as well as electronically via AutoCAD.

1. Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents
- m. Make visits to the Site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR's executed Work.
- n. Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List. Perform final inspection and make a recommendation for acceptance.
- o. The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by CONSULTANT for final payment to CONTRACTORS.

## **PART 2 – ADDITIONAL SERVICES**

### **A. SURVEY**

CONSULTANT shall obtain a contract with a Licensed Professional Surveyor to complete the work as outlined in the scope of survey work the CONSULTANT developed in the Preliminary Design Phase of the project. The survey's purpose is to locate all existing features both manmade and natural, above ground and subsurface within the project limits. The survey shall include the following elements:

1. Established baselines and temporary benchmarks along the project corridor and specified datums used,
2. Utilities as shown after contacting Louisiana One Call,
3. Descriptions, locations, depths, and sizes of all pipes within the project,
4. Descriptions, locations, diameters of all trees within the project,
5. Ground elevations within the project limits to properly develop contours,
6. Locations of all buildings, fences, and other structures,
7. Cross sections along roadways at 100-foot intervals minimum,
8. Cross sections along ditches at 50-foot intervals minimum,
9. Locations of all apparent rights-of-way and servitudes.

Survey shall be submitted to the Parish both in PDF and CAD format.

Data Collection and Processing:

1. Spatial data collected for projects shall be referenced to the updated NAD83 and NAVD88 reference datums established by NOAA (National Oceanic and Atmospheric Administration). Monumentation shall be set in an area outside the construction limits so as not to be disturbed during the construction phase. Existing control monumentation located within the vicinity may be used in lieu of setting new monuments. Field observations data must be processed and delivered to the Parish and comply with the specific deliverables requirements defined below.

Project Control:

1. Information on project control monuments that are applicable to the survey/project limits shall be provided by contractors, designers, engineers, or surveyors. This documentation should be labeled or clearly defined as Datum and Control.
2. Monument documentation must include source documentation such as Report of Survey Mark or NGS (National Geodetic Survey) Data Sheet and should remain in its original format as well as retain its original name as provided by the source. Monument maps may be scanned and the electronic scan treated as the source. PDF is the preferred format for scanned monument maps, although jpg and tif files are also acceptable.
3. All existing monuments used in the establishment of the project control network must have documentation as described above.
4. The Surveyor shall acquire the elevation and datum of all bench marks to be use in the survey. The elevation used shall be based on the updated NAD83 and NAVD88 reference datums.

Survey Data Deliverables:

1. A complete survey package as described below must be submitted by assembling all the appropriate electronic information used to conduct the survey. These documents should indicate the following (where applicable) for project control monuments:
  - a. Designation - the “name” of the mark used.
  - b. CORS Identifier - the mark is either a Continuously Operational Reference Station (CORS) or is associated with one.
  - c. PID - Permanent Identifier
  - d. GEOID – Geoid model used (ex. 12B)
  - e. Epoch – ex. 2010
  - f. Latitude/Longitude – X,Y; Northing/Easting; State Plane Louisiana South FIPS1702 (Feet)
  - g. Orthometric Height – Z (Feet)

- h. Horizontal Datum – ex. coordinates in North American Datum (NAD 1983)
- i. Vertical Datum – ex. North American Vertical Datum (NAVD 88) elevation (if measured)
- j. Horizontal and vertical accuracy
- k. Units
- l. Scale factor

B. 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:

- 1. Wetland Delineation, submitting for a Jurisdictional Determination of any wetlands
- 2. U.S. Army Corps of Engineers (Section 404 permit)
- 3. LA Wildlife & Fisheries (Scenic Rivers permit)
- 4. LA Department of Health (LDH)
- 5. LA Department of Environmental Quality (LDEQ)
- 6. Cultural Resources
- 7. 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.

**ATTACHMENT “B”**

**Add the following verbiage to Attachment “B”.**

|                          | <u>Number of Days to Complete</u> |
|--------------------------|-----------------------------------|
| Preliminary Design Phase | 30                                |
| Final Design Phase       | 60                                |
| Bid Phase                | 45                                |
| Construction Phase       | TBD                               |



**ATTACHMENT “C”**

**Edit the verbiage in Attachment “C” to reflect as follows.**

OWNER shall pay CONSULTANT on a Not to Exceed basis for Basic Services set forth in Attachment A as follows:

- p. The total compensation for basic services as described in Attachment A is estimated to be \$380,000.00 based on the following estimated distribution of compensation:
  - 1. Preliminary Design Phase (30%) \$114,000.00
  - 2. Final Design Phase (40%) \$152,000.00
  - 3. Bid Phase (5%) \$19,000.00
  - 4. Construction Phase (25%) \$95,000.00
- q. 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.
- r. 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.
- s. 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.
- t. CONSULTANT’s Standard Hourly Rates are attached to this Agreement as Attachment C-1.

OWNER shall pay CONSULTANT on a Not to Exceed basis for Additional Services set forth in Attachment A as follows:

- a. Surveying \$20,000.00
- b. Permitting \$10,000.00

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Witnesses:

\_\_\_\_\_  
  
\_\_\_\_\_

**ST. CHARLES PARISH**

By: \_\_\_\_\_  
Matthew Jewell  
Parish President

Date: \_\_\_\_\_

**MEYER ENGINEERS, LTD.**

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_  
Richard C. Meyer  
President

Date: \_\_\_\_\_