

**AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
FOR DESTREHAN WASTEWATER
TREATMENT PLANT AERATION BASIN
REHABILITATION (PROJECT NO.
S211202)**

THIS AMENDMENT NO. 2 is made and entered into on this ____ day of _____, 2024;

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 Donovan P. Duffy, 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 (Parish Project No. S211202); and,

WHEREAS, On March 13, 2023, the St. Charles Parish Council adopted Ordinance No. 23-3-3 to authorize Amendment No. 1 to the Agreement between St. Charles Parish and Meyer Engineers, Ltd. To complete all remaining services (preliminary design, final design, bid and construction administration) for the Destrehan Wastewater Treatment Plant Aeration Basin Rehabilitation project (Parish Project No. S211202), increasing the overall not to exceed fee by \$410,000.00; and,

WHEREAS, St. Charles Parish desires to amend the Professional Services Agreement to include resident inspection services through the estimated construction time of 6 months; and,

WHEREAS, St. Charles Parish and Meyer Engineers, Ltd. have mutually agreed to a not to exceed fee of \$110,000.00 to complete the work, increasing the overall contract not to exceed fee to \$550,000.00; and,

WHEREAS, the Amendment No. 2 to the Professional Services Agreement between St. Charles Parish and Meyer Engineers, Ltd., describes the details of the proposed services and compensation.

ATTACHMENT “B” PROJECT SCHEDULE

Delete entire Attachment “B” and replace with the attached.

ATTACHMENT “C” PROJECT COMPENSATION

Delete entire Attachment “C” and replace with the attached.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2024.

Witnesses:

ST. CHARLES PARISH

By: _____
Matthew Jewell
Parish President

Date: _____

MEYER ENGINEERS, LTD.

By: _____
Donovan P. Duffy
President

Date: _____

ATTACHMENT "B" (AMENDMENT NO. 2)

DESTREHAN WASTEWATER TREATMENT PLANT AERATION BASIN REHABILITATION Project No. (S211202)

The CONSULTANT shall complete the following phases of the project within the number of days shown after Notices to Proceed:

	<u>Number of Days to Complete</u>
Preliminary Design Phase	30
Final Design Phase	60
Bid Phase	45
Construction Phase	180

Time for Completion

1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT's services is impaired, or CONSULTANT's services are delayed or suspended, then the time for completion of CONSULTANT's services shall be adjusted equitably.
2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT's services, then the time for completion of CONSULTANT's services shall be adjusted equitably.
3. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ATTACHMENT "C" (AMENDMENT NO. 2)

DESTREHAN WASTEWATER TREATMENT PLANT AERATION BASIN REHABILITATION Project No. (S211202)

OWNER shall pay CONSULTANT a Lump Sum amount of \$30,000.00 for the Conceptual Phase portion of the project. This portion of the Work shall be completed and accepted by the OWNER per Attachment A, prior to commencement of Preliminary Design Phase.

- a. The Lump Sum includes compensation for CONSULTANT's services and services of CONSULTANT's SUBCONSULTANTS, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and CONSULTANT charges.

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 \$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
- 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 Not to Exceed basis for Additional Services set forth in Attachment A as follows:

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

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 not to exceed \$110,000.00 at the hourly rate as listed in Attachment C-1.
2. Resident Project Representative Schedule: The total amount set forth above is based on RPR services on an as needed basis, eight-hour workday Monday through Friday over a 180-day construction schedule.