

**AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
FOR 2020 WEST BANK MASTER
DRAINAGE PLAN (MDP) (PROJECT NO.
P200602)**

THIS AMENDMENT NO. 2 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

T. BAKER SMITH, LLC, represented herein by Kenneth Wm. Smith, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “ENGINEER”):

WHEREAS, on July 6, 2020, the St. Charles Parish Council approved Ordinance No. 20-7-7 to authorize an Agreement between St. Charles Parish and T. Baker Smith, LLC, to perform engineering services for the 2020 West Bank Master Drainage Plan (Project No. P200602); and,

WHEREAS, the original contract value for the Ama-Sellers, Hahnville 1 and Hahnville 2 watersheds was an amount not to exceed \$218,493.35; and,

WHEREAS, on August 9, 2021, the St. Charles Parish Council approved Ordinance No. 21-8-8 to authorize Amendment No.1 to the Agreement between St. Charles Parish and T. Baker Smith, LLC, in the amount of \$358,516.75 to complete Phase II work which included Mimosa/Willowdale, Luling, and Luling I-310 watersheds; and,

WHEREAS, Amendment No.1 brought the total contract value to an amount not to exceed \$577,010.10; and,

WHEREAS, St. Charles Parish desires for T. Baker Smith to complete the existing phases and start Phases IIIB and IV of the Master Drainage Plan which includes the following watersheds: Des Allemands, Sunset, Paradis, Killona, and Taft; and,

WHEREAS, St. Charles Parish and T. Baker Smith, LLC have mutually agreed upon a not to exceed fee of \$506,218.25 to complete the work, which brings the total compensation for the 2020 West Bank Master Drainage Plan (Project No. P200602) to an amount not to exceed \$1,083,228.35; and,

Revise the existing contract as follows:

SECTION 8.0 PAYMENTS

Delete subsection 8.1 and replace with the following:

8.1 For performance of Basic Engineering, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the hourly rates shown in Attachment C-1, and actual time worked, and charges incurred. For the various phases the Engineer shall be paid as follows:

St. Charles Parish – West Bank Master Drainage Plan
Revised Phases II – Luling and Luling I-310 & Phase IIIA – Mimosa/Willowdale
Phase IIIB – Des Allemands, Sunset, Paradis & Phase IV Killona/Taft

Phase:		
I	Ama-Sellers, Hahnville 1 and Hahnville 2	\$218,493.35
II	Luling and Luling I-310	\$226,431.00
IIIA.	Mimosa/Willowdale	\$203,789.00
IIIB.	Des Allemands, Sunset, Paradis	\$223,000.00
IV	Killona/Taft	\$154,000.00
	Master Drainage Plan Compilation	\$17,515.00
	Additional Services Request/Modeling Effort Contingency	\$25,000.00
	As-Needed Public Outreach and Public Meetings	\$15,000.00

Add to the existing contract scope as follows:

Data Gap Analysis – The Owner will provide data as requested by the Engineer within 60 days of request, unless extenuating circumstances elongate this timeline. If the timeline is to be extended, the Owner will provide this extension in writing, and there will be no additional cost borne by the Owner for this delay. The Engineer shall not generate model runs until all necessary data is acquired. The Owner will inform the Engineer of the last data delivery.

Design Meetings – The Owner and Engineer shall meet no more than 3 times in person, one to discuss Existing Conditions, one to discuss Proposed Projects, and one to discuss changes as implemented due to comments from the Proposed Projects meeting. There will also be one meeting with the Administration to present the Final Proposed Projects. Any meetings above and beyond the list above shall be compensated through the Contingency item shown within Section 8.0 Payments. This compensation shall be approved in writing before the Engineer bills for the work.

Master Drainage Plan Compilation – The Engineer shall format the Master Drainage Plan into one report with multiple volumes. Each volume shall represent a separate watershed with the overall introduction to the report explaining methodology and overall assumptions made through plan creation. This task should be ongoing throughout the individual watershed tasks and should be delivered as one package to the Owner within 60 days of acceptance of the final watershed report.

As-Needed Outreach and Public Meetings – Upon Owner request, the Engineer shall attend Council meetings and/or public meetings, be able to display a short presentation and be available for questions in relation to the Master Drainage Plan. The request to attend the meeting shall be in writing and specify a location for the meeting, date and time, approximate duration of the meeting, and limit of representatives from the Engineer that are needed.

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: _____

T. BAKER SMITH, LLC

By: _____

Kenneth Wm. Smith
Chief Executive Officer

Date: _____