

**AMENDMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR EASTBANK LIFT STATIONS  
REHABILITATION**

THIS AMENDMENT NO. 1 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

**STUART CONSULTING GROUP, INC.**, represented herein by Thomas J. Martin, Jr., P.E., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “CONSULTANT”):

WHEREAS, On February 7, 2022, the St. Charles Parish Council adopted Ordinance No. 22-2-6 to authorize an Agreement between St. Charles Parish and Stuart Consulting Group, Inc., to perform engineering services for the Eastbank Lift Stations Rehabilitation project (Project No. S211203), in the not to exceed amount of \$213,780.00; and,

WHEREAS, On November 20, 2023, the St. Charles Parish Council adopted Ordinance No. 23-11-10 to authorize a Contract between St. Charles Parish and Industrial & Mechanical Contractors, Inc., for construction services for the Eastbank Lift Stations Rehabilitation project (Project No. S211203), in the amount of \$1,587,000.00; and,

WHEREAS, On January 12, 2024, St. Charles Parish Council entered into an Agreement with Alpha Testing and Inspection, Inc., for testing services for the Eastbank Lift Stations Rehabilitation project (Project No. S211203), in the not to exceed amount of \$7,500.00; and,

WHEREAS, the one and only bid opened on October 10, 2023, came in substantially over the initial cost estimate, justifying an increase in engineering and construction management fees for the design consultant Stuart Consulting Group, Inc.; and,

WHEREAS, St. Charles Parish and Stuart Consulting Group, Inc. have mutually agreed upon a not to exceed fee of \$46,090.50 to complete the work, bringing the total contract value to \$259,870.50.

**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: \_\_\_\_\_

**STUART CONSULTING GROUP, INC.**

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

By: \_\_\_\_\_  
Thomas J. Martin, Jr., P.E.  
President/Director

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

**ATTACHMENT “C”  
PROJECT COMPENSATION**

EASTBANK LIFT STATIONS REHABILITATION  
Project No. (S211203)

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 \$110,500.00 based on the following estimated distribution of compensation:

Phase	Initial Contract Fee	Amendment No. 1	Total Fee
Preliminary Design Phase (~25%)	\$33,150.00	\$8,301.00	\$41,451.00
Final Design Phase (~40%)	\$44,200.00	\$12,706.50	\$56,906.50
Bid Phase (~10%)	\$5,525.00	\$9,891.00	\$15,416.00
Construction Phase (~25%)	\$27,625.00	\$15,192.00	\$42,817.00
Total Fee	\$110,500.00	\$46,090.50	\$156,590.50

- b. ENGINEER may 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 Appendix A.

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

a. Surveying	\$11,980.00
1. Wildcat Lane	\$4,660.00
2. East Street	\$3,660.00
3. Clayton Street	\$3,660.00
b. Geotechnical Investigation	\$5,800.00

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 any, under Attachment A, the Hourly Rate 'Not to Exceed' amount of \$85,500. The Hourly Rate includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Hourly Rate to account for labor costs, overhead, profit, and expenses related to the Resident Project Representative's Services.
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 60-day construction schedule.