

**AMENDMENT NO. 2
TO
ENGINEERING SERVICES FOR KING AND
HAHN STREET DRAINAGE
IMPROVEMENTS (PARISH PROJECT NO.
P220202)**

THIS AMENDMENT NO. 2 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

Crescent Engineering & Mapping, LLC, represented herein by Dennis Hymel, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “Engineer”):

WHEREAS, Ordinance No. 22-3-7 adopted on March 7, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement between St. Charles Parish and Crescent Engineering & Mapping, LLC, to perform engineering services for the King and Hahn Street Drainage Improvements (Project No. P220202), in the amount not to exceed \$432,650.00; and,

WHEREAS, Ordinance No. 23-11-6 adopted on November 6, 2023, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 between St. Charles Parish and Crescent Engineering & Mapping, LLC, to perform expanded engineering services for the King and Hahn Street Drainage Improvements (Project No. P220202), increasing the contract amount by \$149,707.00 to a new contract amount of \$582,357.00; and,

WHEREAS, The Office of Coastal Management is requiring a Phase I Cultural Resources Survey for the construction area of the project. This will require an amendment to the Professional Services Agreement to increase the fees by \$52,767.00 which increases the not to exceed contract amount to \$635,124.00.

Changes to the Contract Attachments are as follows:

ATTACHMENT “A”

Under: **Part 2 – Additional Services – Supplemental Services; C. Supplemental Permitting Surveys** add the following:

A terrestrial Phase I Cultural Resource Survey has been requested by the agencies and will be completed by Registered Professional Archaeologists in accordance with LDOA 2021 Guidelines. Sampling techniques include surveys, shovel tests and auguring. Specific methods will be established through consultation with State

Historic Preservation Office (SHPO) during scoping. Up to seventy (70) testing points or auger tests will be completed throughout the 12-acre site at high probability intervals of 30 meters. Systematic shovel/auger testing will be completed where possible. Soil matrices will be photographed, screened and examined in the field as required. Wet soils and clay will be hands-sifted, troweled and examined physically for cultural material.

The excavated soil matrix will then be photographed, examined in the field to record soil colors and textures, and screened through 0.64 cm (0.25 in) hardware cloth; extremely wet soils and clay will be hand-sifted, troweled, and examined visually for cultural material.

Each shovel test will be excavated to 50 cm or until water inundation, whichever occurs first.

Munsell® Soil Color Charts will be used to record soil color; soil texture and other identifiable characteristics will be recorded using standard soils nomenclature. All shovel tests will be backfilled immediately after inspection.

If artifacts are recovered in shovel tests, CONSULTANT will delineate up to eight positive shovel tests by excavating additional shovel tests every 10 meters in each cardinal direction until two negative shovel tests are reached per SHPO delineation guidelines. The purpose of the additional tests is to provide a clear determination regarding an isolated discovery that could prevent further investigation through a Phase II Survey and prevent unnecessary remobilization for further investigations. Should any additional shovel tests be required outside of the current scope, CONSULTANT will coordinate with the client to adjust the scope and fee as needed.

Draft Report: CONSULTANT will prepare a draft report that presents the information obtained during background research and the results of the field investigation. The draft report will be electronically submitted to the Client for review within 45 days of completing the fieldwork. The Client can also submit the draft report to the lead federal agency and SHPO for review and comment, or CONSULTANT can submit it at the Client's request.

Final Report: Changes requested by the Client or agency reviewers will be incorporated into a final report. If necessary, CONSULTANT will consult with SHPO to ensure any outstanding issues are addressed. CONSULTANT will provide the final report to the Client and SHPO within fourteen (14) days of receiving comments. If no changes are requested, the draft report will be accepted as final by SHPO.

Under: **Part 2 – Additional Services – Supplemental Services; E. Environmental** add the following:

CONSULTANT shall continue to assist with tracking agency responses, providing information to the issuing agencies in connection with the Joint Permit (JPA) modification submittal to the USACE and Louisiana Department of Natural Resources (LADNR) including revising permit drawings as needed, revised application and supporting information. Included shall be the assistance to the OWNER during wetland mitigation credit purchases including verification of the Louisiana Department of Energy and Natural Resources (LDENR) Wetland Value Assessment (WVA) and Louisiana Wetlands Rapid Assessment (LRAM); discussion and

resolution of any wetland value discrepancies and negotiation of mitigation contract terms with prospective mitigation banks. CONSULTANT shall continue to respond to all RFI requests, agency comments and permit analyst tracking in order to obtain regulatory permits for the revised project layout and features.

ATTACHMENT “B”

Add the following to the Project Schedule

<u>Project Phase</u>	<u>Calendar Days to Complete</u>
Phase I Archeological Survey	60
Environmental Permit Assistance	TBD – Pending State requests

ATTACHMENT “C”

Change the Addition Services to the following:

Additional Services:

Topographic Surveys	\$144,966.00 (No Changes)
Property Surveys & Mapping	\$46,539.00 (No Changes)
Supplemental Permitting Surveys	\$70,000.00 (Previously \$28,365.00)
Geotechnical	\$18,130.00 (No Changes)
Environmental	\$65,000.00 (Previously \$53,868.00)

The total additional compensation for services under this Supplemental Agreement shall be increased by **\$52,767.00** and the total contract amount shall not exceed **\$635,124.00**, unless amended further.

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

**CRESCENT ENGINEERING & MAPPING,
LLC**

ST. CHARLES PARISH

By:

Name: Dennis M. Hymel

Title:

Date:

By:

Name:

Title:

Date:

WITNESS

By:

Name:

Title:

Date:

WITNESS

By:

Name:

Title:

Date:
