

**AMENDMENT NO. 1  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR NEW SARPY PUMP STATION  
IMPROVEMENTS**

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

**LINFIELD, HUNTER & JUNIUS, INC.**, represented herein by Robert E. Nockton, P.E., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “ENGINEER”):

WHEREAS, on June 20, 2022, the St. Charles Parish Council adopted Ordinance No. 22-6-8 authorizing an Agreement between St. Charles Parish and Linfield, Hunter & Junius, Inc. to perform professional design services for New Sarpy Pump Station Improvements (P220203), in the lump sum amount of \$113,215.00; and,

WHEREAS, the initial contract only covered Conceptual Design and Preliminary Surveying and Geotechnical fees; and,

WHEREAS, an Amendment No. 1 is necessary to add the fee for design services, consisting of Preliminary Design, Final Design, Bidding Assistance, and Permitting work necessary to support the design services; and,

WHEREAS, the contract will be amended at a later date to include Construction Administration and Residential Inspection services; and,

WHEREAS, St. Charles Parish and Linfield, Hunter & Junius, Inc. have mutually agreed upon a not to exceed fee of \$471,762.50 to complete the work, increasing the total not to exceed fee to \$584,977.50; and,

WHEREAS, the Amendment No. 1 to the Professional Services Agreement between St. Charles Parish and Linfield, Hunter & Junius, Inc., 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: \_\_\_\_\_

**LINFIELD, HUNTER & JUNIUS, INC.**

\_\_\_\_\_

By: \_\_\_\_\_

Robert E. Nockton, P.E.  
Vice President

\_\_\_\_\_

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

**ATTACHMENT “B”  
PROJECT SCHEDULE (AMENDMENT NO. 1)**

NEW SARPY PUMP STATION IMPROVEMENTS  
Project No. (P220203)

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>
Conceptual Phase	60
Preliminary Design Phase	90
Final Design Phase	180
Bid Phase	45
Construction Phase	TBD

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, and the rates and amounts of CONSULTANT’s compensation, 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”  
PROJECT COMPENSATION (AMENDMENT NO. 1)**

NEW SARPY PUMP STATION IMPROVEMENTS  
Project No. (P220203)

OWNER shall pay CONSULTANT a Lump Sum amount of \$62,050.00 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 Lump Sum 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 \$436,762.50 based on the following estimated distribution of compensation:
  - 1. Preliminary Design Phase \$ 174,705.00
  - 2. Final Design Phase \$ 232,940.00
  - 3. Bid Phase \$ 29,117.50
- b. Construction Phase \$ TBD
- c. 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.
- d. The amounts billed for CONSULTANT’s services under this Agreement will be based on the percentage of work completed for each phase during the billing period, plus CONSULTANT’s SUBCONSULTANT’s charges.

OWNER shall pay CONSULTANT on a Lump Sum basis for Additional Services set forth in Attachment A as follows:

- e. Surveying \$22,840.00
- f. Geotechnical Investigation \$28,325.00
- g. Permitting (Not to Exceed) \$35,000.00

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 of \$TBD, at the hourly rate as listed in Attachment C-1.
- 2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a TBD-day construction schedule.