

**AMENDMENT NO. 1
TO
ENGINEERING SERVICES FOR
EVANGELINE ROAD & CN RAILROAD
BOX CULVERT**

THIS AMENDMENT NO. 1 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

VOLKERT, INC. represented herein by Janet L. Evans, PE, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “CONSULTANT”):

WHEREAS, On August 23, 2021, St. Charles Parish approved Ordinance No. 21-8-14 approving and authorizing a Professional Services Agreement between St. Charles Parish and Volkert, Inc., to complete engineering services for Evangeline Road & CN Railroad Box Culvert (Project No. P210701), in the not to exceed amount of \$187,005.84; and,

WHEREAS, the utility conflicts both parallel and perpendicular to the railroad required much more in-depth coordination and design work to incorporate protection and/or avoidance of said conflicts to ensure railroad permitting was completed successfully, therefore justifying more funds be provided to Volkert, Inc. for the work; and,

WHEREAS, St. Charles Parish met with Volkert, Inc. and requested the scope be changed slightly to including leaving the sheet piles required for shoring in place permanently, requiring more design; and,

WHEREAS, with this Amendment St. Charles Parish and Volkert, Inc. have mutually agreed to reallocate the existing funds of \$187,005.84 from the original Agreement to appropriately match where the funds were spent; and,

WHEREAS, upon receipt of the Canadian National Railroad (CNRR) Permit, St. Charles Parish will bid this project, therefore requiring Resident Project Representative (RPR) services be added to the contract; and,

WHEREAS, St. Charles Parish and Volkert, Inc. have mutually agreed on a not to exceed price of \$202,712.50 to complete the work, increasing the overall contract value to \$389,718.34.

Changes to the Contract Attachments are as follows:

ATTACHMENT “A”

No change.

ATTACHMENT “B”

No change.

ATTACHMENT “C”

Replace the existing Attachment “C” with the attached.

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

VOLKERT, INC.

ST. CHARLES PARISH

By:

Name: Janet L. Evans

Title:

Date:

By:

Name:

Title:

Date:

WITNESS

WITNESS

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

ATTACHMENT “C” (AMENDMENT NO.1)

EVANGELINE ROAD & CN RAILROAD BOX CULVERT

Project No. P210701

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 \$305,218.34 based on the following estimated distribution of compensation:

1. Conceptual Phase	\$18,429.50
2. Design Phase	\$147,209.22
3. Bid Phase	\$6,982.56
4. Construction Phase	\$33,495.72
5. Coordination, Permitting Services	\$99,101.34
- 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 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 \$84,500.00, at the hourly rate as listed in Attachment C-1.

2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a 180-day construction schedule.