

**AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
FOR HYDRAULIC BOTTLENECK NEAR
DESTREHAN P.S. NO. 2**

THIS AMENDMENT NO. 2 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

ALPHA TESTING AND INSPECTION, INC., represented herein by Michael A. Devillier, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “CONSULTANT”):

WHEREAS, On July 1, 2019, the St. Charles Parish Council adopted Ordinance No. 19-7-1 to authorize an Agreement between St. Charles Parish and Evans-Graves Engineers, Inc., to perform engineering services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$105,160.00; and,

WHEREAS, On December 5, 2022, the St. Charles Parish Council adopted Ordinance No. 22-12-7 to authorize a Contract between St. Charles Parish and Cycle Construction Company, LLC, for construction services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the amount of \$2,264,960.00; and,

WHEREAS, On May 8, 2023, the St. Charles Parish Council adopted Ordinance No. 23-5-2 to authorize an Agreement between St. Charles Parish and Alpha Testing and Inspection, Inc., for testing services for Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$26,000.00; and,

WHEREAS, On November 20, 2023, the St. Charles Parish Council adopted Ordinance No. 23-11-12 to authorize Amendment No. 1 to an Agreement between St. Charles Parish and Alpha Testing and Inspection, Inc., for continued testing services for Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$19,000.00, bringing the total contract value to \$45,000.00; and,

WHEREAS, the construction project is not yet complete, and therefore testing services must be extended to ensure vibrations on the project site are monitored daily throughout construction activities until substantial completion has been attained; and,

WHEREAS, St. Charles Parish and Alpha Testing and Inspection, Inc. have mutually agreed upon a not to exceed fee of \$25,000.00 to complete the work, bringing the total contract value to \$70,000.00.

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: _____

**ALPHA TESTING AND INSPECTION,
INC.**

By: _____

Michael A. Devillier
President

Date: _____

**ATTACHMENT “C” – AMENDMENT NO.2
PROJECT COMPENSATION**

HYDRAULIC BOTTLENECK NEAR DESTREHAN P.S. NO. 2
Project No. (P190507)

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 vibration monitoring and soil testing services as described in Attachment A is estimated to be \$70,000.00.
- b. 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.
- c. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT’s services, including labor costs, overhead, and profit.
- d. CONSULTANT’s Standard Hourly Rates are attached to this Agreement as Revised Attachment C-1.