

**AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
FOR MONTZ PUMP STATION NO. 1
(PARISH PROJECT NO. P210301)**

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

GIS Engineering LLC represented herein by Benjamin Malbrough, P.E., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “CONSULTANT”):

WHEREAS, On April 19, 2021, the St. Charles Parish Council adopted Ordinance No. 21-4-7 to authorize an Agreement between St. Charles Parish and GIS Engineering, LLC for the design of the Montz Pump Station No. 1 (Parish Project No. P210301), in the not to exceed amount of \$688,156.00; and,

WHEREAS, On December 5, 2022, the St. Charles Parish Council adopted Ordinance No. 22-12-5 to approve Amendment No. 1 to the Agreement between St. Charles Parish and GIS Engineering, LLC, to increase the not to exceed amount for permitting work by \$40,000.00, bringing the permitting task to a total of \$90,000.00 and the overall contract value to \$728,156.00; and,

WHEREAS, Due to the extended timeframe for design and the increased probable construction cost, it is necessary to amend the project to increase fees for both the bidding and construction administration phases, as well as add fees for Resident Project Representative; and,

WHEREAS, St. Charles Parish and GIS Engineering, LLC have mutually agreed to an overall not to exceed price of \$797,379.50 to complete the work, increasing the overall contract value to a not to exceed amount of \$1,525,535.50; and,

WHEREAS, Amendment No. 2 to the Professional Services Agreement between St. Charles Parish and GIS Engineering, LLC describes the details of the proposed services and compensation.

Changes to the Contract Attachments are as follows:

ATTACHMENT "A"

The scope of work from the original Contract shall be amended to include the following expansion of services for Bidding, Construction Administration and Resident Project Representative.

A. BID PHASE

Upon acceptance by OWNER of the Final Drawings, Specifications, the most recent opinion of probable Construction Cost, and upon written authorization by OWNER to proceed, CONSULTANT shall:

- a. Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORS, and, where applicable, maintain a record of prospective CONTRACTORS to which documents have been issued, pre-bid conferences, if any, and receive and process CONTRACTOR deposits or charges for the issued documents.
- b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- c. Consult with OWNER as to the qualifications of prospective CONTRACTORS. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORS, for those portions of the Work as to which review of qualifications is required by the issued documents.
- d. If the issued documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective CONTRACTORS.
- e. Attend the bid opening, prepare bid tabulation sheets and recommendation of award to meet OWNER's schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.
- f. The Bid Phase will be considered complete upon commencement of the Construction Phase.

B. CONSTRUCTION PHASE

Upon successful completion of the Bid Phase and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.

- c. Establish construction monuments, project baseline, and benchmarks as necessary.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.
- f. Verify and approve CONTRACTOR's Applications for Payment and schedules (Progress Schedules, Schedule of Submittals, and Schedule of Values) and submit to the OWNER.
- g. Prepare progress reports for the OWNER when requested and coordinate monthly progress meetings between OWNER, CONTRACTOR, CONSULTANT, and inspector, as necessary throughout the duration of the project.
- h. Review shop drawings and sampled for conformance with the design concept of the project and for compliance with the result required in the Contract Documents. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR.
- i. Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.
- j. Attend Council meetings and other meetings necessary to discuss issues associated with the project.
- k. Record Drawings: The CONSULTANT shall furnish reproducible "RECORD" drawings, based on information provided by the CONTRACTOR, both printed on full size paper as well as electronically via AutoCAD.
- l. Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents
- m. Make visits to the Site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR's executed Work.
- n. Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List. Perform final inspection and make a recommendation for acceptance.
- o. The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by CONSULTANT for final payment to CONTRACTORS.

C. RESIDENT PROJECT REPRESENTATIVE (RPR)

CONSULTANT shall furnish a Resident Project Representative (“RPR”), at the request of the OWNER to assist CONSULTANT in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is CONSULTANT’s representative at the Site and will act as directed by and under the supervision of CONSULTANT.

The duties and responsibilities of the RPR are as follows:

- a. RPR’s dealings in matters pertaining to the Work in general shall be with CONSULTANT and CONTRACTOR. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of CONSULTANT.
- b. Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability of such schedules.
- c. Attend meetings such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.
- d. Comply with Site safety programs.
- e. Serve as CONSULTANT’s liaison with CONTRACTOR. Assist CONSULTANT in serving as OWNER’s liaison with CONTRACTOR when CONTRACTOR’s operations affect OWNER’s On-Site operations.
- f. Report to CONSULTANT whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed, and replaced, or accepted as provided in the Construction Contract Documents.
- g. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER’s personnel, and that CONTRACTOR maintains adequate records thereof. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
- h. Prepare a daily report or keep a diary or log book, recording CONTRACTOR’s hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- i. Immediately inform CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or

delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

- j. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- k. Participate in CONSULTANT's and OWNER's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- l. Observe whether all items on the final punch list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- m. Resident Project Representative shall not:
 - 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.
 - 3. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CONTRACTOR.
 - 4. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.

ATTACHMENT “B”

The CONSULTANT shall complete the following phases of the project within the number of days shown:

	<u>Number of Days to Complete</u>
Bid Phase	90
Construction Phase	500

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 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”

OWNER shall pay CONSULTANT based on the breakdown of tasks shown below, for a total Not to Exceed Contract value of \$1,525,535.50.

OWNER shall pay CONSULTANT on a Lump Sum basis for Basic Services set forth in Attachment A (both in the original contract and Amendments No. 1 and 2) as follows:

- a. The total compensation for basic services as described in Attachment A is estimated to be \$887,563.00 based on the following estimated distribution of compensation:
 1. Design Phase \$448,617.00 (completed)
 2. Bid Phase \$58,160.00
 3. Construction Phase \$380,786.00
- 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 on a Lump Sum basis for Additional Services set forth in Attachment A as follows:

- a. Surveying \$40,000.00
- b. Permitting \$90,000.00

OWNER shall pay CONSULTANT for on a Not to Exceed basis 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 \$482,982.50 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 500-day construction schedule.
3. Reimbursable expense of a truck for the Resident Project Representative at the rate of \$70.00/day for a maximum of 400 days, for a total not to exceed of \$24,990.00 allowable reimbursable expenses.

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

GIS ENGINEERING, LLC

ST. CHARLES PARISH

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

WITNESS

WITNESS

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:
