

**AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
FOR KINLER AND PAUL FREDRICK
ROADWAY AND DRAINAGE
IMPROVEMENTS (PARISH PROJECT NO.
P210704)**

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

EJES, Inc. represented herein by Tanita G. Alexander, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “CONSULTANT”):

WHEREAS, Ordinance No. 22-1-2 adopted on January 10, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with EJES, Inc., to perform engineering services for Kinler and Paul Fredrick Roadway and Drainage Improvements (Project No. P210704), in the not to exceed amount of \$385,955.00; and,

WHEREAS, Ordinance No. 25-2-1 adopted on February 10, 2025, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 to the Professional Services Agreement with EJES, Inc., to separate the project into three distinct phases, increasing the contract amount by \$358,896.00, for a total not to exceed amount of \$744,851.00; and,

WHEREAS, Ordinance No. 26-7-3 adopted on July 13, 2026, by the St. Charles Parish Council, approved and authorized the execution of a Contract with Kass Bros, Inc., for the Kinler and Paul Fredrick Roadway and Drainage Improvements Phase I (Project No. P210704), in the amount of \$728,906.00; and,

WHEREAS, it is necessary to amend the Professional Services Agreement with EJES, Inc., to incorporate Resident Inspection for said Phase I project that was recently bid and awarded; and,

WHEREAS, St. Charles Parish and EJES, Inc., have mutually agreed to a not to exceed amount of \$95,000.00 to complete the work of Resident Inspection, increasing the overall contract amount to a not to exceed \$839,851.00; and,

Changes to the Contract Attachments are as follows:

ATTACHMENT “A” (Amendment No. 2)

Add the following scope to the original Agreement’s Attachment A:

A. 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:

1. 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.
2. 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.
3. Attend meetings such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.
4. Comply with Site safety programs.
5. 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.
6. 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.
7. 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.
8. 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.

9. 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.
10. 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.
11. 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.
12. Observe whether all items on the final punch list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
13. Resident Project Representative shall not:
 - a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - a. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.
 - b. 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.
 - c. 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" (Amendment No. 2)

Add the following schedule verbiage to the original Agreement's Attachment B:

Resident Inspection shall follow the schedule of the contract time allotted for the contractor, which is 180 calendar days.

ATTACHMENT "C" (Amendment No. 2)

Add the following compensation verbiage to the original Agreement's Attachment C:

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 \$95,000.00 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.

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

EJES, INC.

ST. CHARLES PARISH

By:

Name: Tanita G. Alexander

Title:

Date:

By:

Name:

Title:

Date:

WITNESS

WITNESS

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:
