

**AMENDMENT NO. 2
TO
PROFESSIONAL SERVICES AGREEMENT
FOR DES ALLEMANDS BULKHEAD**

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

ALL SOUTH CONSULTING ENGINEERS, LLC represented herein by Stephen C. Bourg, PE, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “CONSULTANT”):

WHEREAS, Ordinance No. 21-8-13 adopted on August 23, 2021, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with All South Consulting Engineers, LLC., to perform engineering services for Des Allemands Bulkhead (Project No. P210601), in the amount not to exceed \$404,707.00; and,

WHEREAS, Ordinance No. 22-3-6 adopted on March 7, 2022, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 to Ordinance No. 21-8-13, which approved the Professional Services Agreement with All South Consulting Engineers, LLC, to perform engineering services for the Des Allemands Bulkhead (Parish Project No. P210601), in the amount of \$166,550.00; and,

WHEREAS, Amendment No. 1 also included the cost and scope to perform resident inspection on the original phase of the project, as well as address changes in Supplemental Services (Geotechnical and Survey) that needed to be increased in order to support the Emergency Bulkhead design; and,

WHEREAS, Ordinance No. 22-3-6 did not include the numerical value for said contract changes of the Supplemental Services and inspection, equating to \$155,688.00, for a total Amendment No. 1 of \$322,238.00, increasing the overall contract value to \$726,945.00; and,

WHEREAS, The Emergency Phase work began at the most southern end of the existing bulkhead, at the southern end of Down the Bayou Road, and extended north to just south of Boras Lane; and,

WHEREAS, upon completion of the Emergency Phase work, All South Consulting Engineers, LLC completed the design for Phase 1 of the Bulkhead, picking up from where the Emergency Phase ended and extended north to Old US 90; and,

WHEREAS, St. Charles Parish desires to add Phase 2 consisting of continuing bulkhead between Old US 90 and the BNSF Railroad, with improvements to both areas in

and around Old US 90 and BNSF Railroad, as allowed by each entity; and,

WHEREAS, St. Charles Parish and All South Consulting Engineers, LLC have mutually agreed upon a not-to-exceed fee of \$582,570.00 to complete the Phase 2 design work, consisting of design fees, coordination and permitting, additional survey allowance and resident inspection fees for construction; and,

WHEREAS, The attached Amendment No.2 to the Professional Services Agreement between St. Charles Parish and All South Consulting Engineers, LLC, describes the details of the proposed services and compensation; and,

Changes to the Contract Attachments are as follows:

ATTACHMENT “A”

CONSULTANT shall:

- Design a steel sheet pile wall between Old US 90 and the BNSF Railroad, with improvements to the areas in and around both Old US 90 and BNSF Railroad, to the extent allowed by each entity. The new sheet pile wall will be installed as permitted 2' outside the existing timber bulkhead and alignment adjusted due to obstructions determined throughout design.
- Design stop log systems as used on previous phase as necessary for this Phase 2 of the bulkhead.
- Coordinate with both Louisiana Department of Transportation and Development (DOTD) and BNSF Railroad prior to bidding with all limitations determined and described within the plans and specifications.
- Coordinate with necessary utilities to avoid delays during construction.

ATTACHMENT “B”

The CONSULTANT shall complete Phase 2 work as described below:

Additional surveying work	Within 3 months of Notice to Proceed
Preliminary Design	Within 3 months of completion of Survey
Final Design	Within 6 months of approved Preliminary Phase Design Submittal

ATTACHMENT “C”

The breakdown of cost for this Professional Services Agreement as now amended a second time is as follows:

Task	Original Contract Value	Amendment No. 1	Rebalanced Amount	Amendment No. 2
Preliminary Design	\$108,036.00	-\$10,482.00	\$97,554.00	
Final Design	\$144,048.00	-\$13,976.00	\$130,072.00	
Bidding	\$18,006.00	-\$1,747.00	\$16,259.00	
Construction Administration	\$72,024.00	\$9,271.00	\$81,295.00	
As-Builts	\$18,006.00	-\$18,006.00		
Surveying	\$22,293.50	\$49,676.50	\$71,970.00	
Geotechnical	\$22,293.50	\$20,951.50	\$43,245.00	
Resident Inspection		\$120,000.00	\$120,000.00	
Preliminary Design (Emergency Phase)		\$49,965.00	\$49,965.00	
Final Design (Emergency Phase)		\$66,620.00	\$66,620.00	
Bidding (Emergency Phase)		\$8,327.50	\$8,327.50	
Construction Administration (Emergency Phase)		\$41,637.50	\$41,637.50	
Preliminary Design (Phase 2)				\$119,271.00
Final Design (Phase 2)				\$159,028.00
Bidding (Phase 2)				\$19,878.50
Construction Administration (Phase 2)				\$99,392.50
DOTD/Railroad Coordination and Permitting				\$20,000.00
Survey Allowance				\$15,000.00
Resident Inspection (Phase 2)				\$150,000.00
TOTALS	\$404,707.00	\$322,238.00	\$726,945.00	\$582,570.00
OVERALL CONTRACT		\$726,945.00	\$726,945.00	\$1,309,515.00

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

ALL SOUTH CONSULTING ENGINEERS, LLC

ST. CHARLES PARISH

By:

Name: Stephen C. Bourg, P.E.

Title:

Date:

WITNESS

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

WITNESS

By:

Name:

Title:

Date:
