AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT FOR
ENGINEERS CANAL PUMP STATION
IMPROVEMENTS

THIS AMENDMENT NO. 1 is made and entered into on this____day of_____ _____, 2023;

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 Jan Evans, P.E., duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "ENGINEER"):

WHEREAS, on June 20, 2022, the St. Charles Parish Council adopted Ordinance No. 22-6-9 authorizing an Agreement between St. Charles Parish and Volkert, Inc. to perform professional design services for Engineers Canal Pump Station Improvements (P220206), in the lump sum amount of $57,266.00; and,

WHEREAS, the initial contract only covered Conceptual Design and Preliminary Surveying fees; and,

WHEREAS, St. Charles Parish requested Volkert, Inc. to provide a proposal for design services of the project, consisting of Preliminary Design, Final Design, Bidding Assistance, Construction Administration, and any additional Surveying, Geotechnical and Utility Coordination work necessary to support the design services; and,

WHEREAS, St. Charles Parish and Volkert, Inc. have mutually agreed upon a not-to-exceed fee of $716,508.00 to complete the additional work, which increases the total not to exceed design fee to $773,774.00.

NOW THEREFORE, be it understood and agreed by the parties hereto amend the contract as follows:

ATTACHMENT "A' PROJECT SCOPE – AMENDMENT NO. 1
Add the verbiage attached to the original Attachment "A".

ATTACHMENT "B" PROJECT SCHEDULE – AMENDMENT NO. 1
Delete the existing attachment and replace with the attached.

ATTACHMENT "C" PROJECT COMPENSATION – AMENDMENT NO. 1
Delete the existing attachment and replace with the attached.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this_____day of_____, 2023.

Witnesses:

ST. CHARLES PARISH

_____

By:_____
Matthew Jewell
Parish President

_____

Date:_____

VOLKERT, INC.

_____

By:_____
Jan Evans, P.E.
Vice President

_____

Date:_____

ATTACHMENT "A"
PROJECT SCOPE – AMENDMENT NO. 1

ENGINEERS CANAL PUMP STATION IMPROVEMENTS
Project No. (P220206)

PART 2 – ADDITIONAL SERVICES CONTINUED

E. SUBSURFACE UTILITY ENGINEERING (SUE)

Upon written authorization from OWNER, CONSULTANT shall complete the SUE work as detailed below.

a. Quality Level D Services

1. Locate and contact utility owners that may have facilities on or be affected by the project.

2. Request documentation on utility facilities from applicable utility owners and document responses.

3. Gathered information will be used as an aid in the identification of the number of utilities, identity, size, and material composition of utilities, but they will not be used as a substitute for actual geophysical location.

4. Copies of all documentation provided to OWNER upon request.

b. Quality Level C Services (Inclusive of Level D Services)

1. Identify existing utility surface features collected within the topographic survey and review for accuracy and completeness.

2. Correlate the applicable utility records to the surveyed features and determine when records and features do not agree and use professional judgement to resolve any discrepancies.

c. Quality Level B Services (Inclusive of Level C Services)

1. Designate and mark underground pipelines within the project limits using an appropriate suite of geophysical equipment.

2. Mark underground pipelines at a maximum of 50-foot intervals and at all changes in direction.

3. Facilities where an inductive tone may not be achieved, may be able to be located using ground penetrating radar (GPR) or an acoustic locator and will be marked as Quality Level B in these areas. When these methods are not effective, these facilities will be marked as Quality Level D or Quality Level C depending on the available information.

4. Subaqueous crossings greater than 50 feet may be designated as Quality Level D or Quality Level C depending on the available information.

5. Use of standard search protocol, using electromagnetic and GPR technologies to conduct sweeps within the project area in an attempt to determine the existence and approximate location of undocumented, abandoned, inactive, or otherwise unknown utilities.

6. Label each utility run as noted on the field sketch and use for assisting the surveyor and for quality control purposes.

7. Provide approximate electronic depth readings for each utility found, when available.

8. Investigation/designation of all other utilities will not be included.

9. Deliverables:

    1) One copy of the signed and sealed SUE plan set in hard copy/PDF format, depicting the location and description of all designated and surveyed utility information. This hard copy/PDF will be on 11" x 17" paper and have a base map provided by the OWNER or aerial background, utilities the OWNER's required sheet layout if provided.

    2) Provide a corresponding electronic file representing the SUE plan ser in the preferred format of the OWNER (AutoCAD, Microstation, etc.). The signed hard copy/PDF SUE plan set shall stand as the official record of the CONSULTANT's work for this project.

d. Quality Level A Services (Inclusive of Level B Services)

1. Determine the exact location and elevation of critical utilities which may conflict with the proposed construction or design as determined by the OWNER.

2. Perform Test Holes on pipelines crossing each canal, as requested by the OWNER. Each test hold will be performed at the closest accessible location to the drainage canals. Due to the unexpected depth of the pipeline test holes, the production rate per day is anticipated to be no more than 2 test holes per day. Vacuum Excavation will be performed utilizing non-destructive air-and/or water-assisted excavation equipment to expose the utilities at specific points which are then tied down by survey.

3. Excavation of Test Holes:

    1) Clear the Test Hole area of surface debris.
    2) Excavate the Test Hole. The nominal diameter of the Test Hole shall not exceed 15 inches (375 millimeters) unless otherwise approved.
    3) Expose the utility only to the extent required for identification and data collection purposes.
    4) Avoid damage to lines, wrappings, coatings, cathodic protection or other protective coverings and features.
    5) Hand-dig as needed to supplement excavation and to ensure safety.
    6) Revise the Test Hole location as necessary to positively expose the utility.

7) Store excavated material for re-use or disposal at an approved location near the project, as appropriate.

4. Collection, Recording, and Presentation of Data: Measure and or/record the following information on an appropriately formatted Test Hole data sheet that will subsequently be sealed and dated by the CONSULTANT.

    1) Difference in elevation of top and/or bottom of the utility and the above ground mark to a vertical accuracy of +/- 0.05 feet (15 millimeters).
    2) Field sketch showing horizontal location referenced to a minimum of two (2) swing ties to physical structures existing in the field.
    3) Approximate centerline bearing of utility line.
    4) Outside diameter of pipe, width of duct banks, and configuration of multi-conduit systems, when reasonably ascertainable.
    5) Utility structure material composition, when reasonably ascertainable.
    6) Other pertinent information as is reasonable ascertainable from test hole, such as utility owner.

5. Site Restoration:

    1) Replace bedding material around exposed utility lines.
    2) Backfill and compact the excavation in a manner acceptable to OWNER. Re-use excavated material with appropriate compaction.
    3) As applicable, provide permanent pavement restoration within the limits of the original cut using materials, compaction, and pavement thickness similar or equal to that found.
    4) For excavations in unpaved areas, restore disturbed area as nearly as practicable to pre-existing conditions.
    5) Furnish and install permanent surface marker (e.g., P.K. nail, peg, steel pin or hub) directly above the centerline of the utility.

6. Information gathered by the CONSULTANT will be shown on a Test Hole data sheet and on the drawings provided. The x, y, z of the Test Hole location and the Test Hole number will be shown on the drawings. If the utilities are over 10 feet deep, they may not be found using the non-destructive vacuum excavation techniques for Test Holes.

7. Deliverables:

    1) All Test Holes will be shown on the deliverable drawing, and CONSULTANT will provide signed and sealed individual test hole data forms detailing all pertinent utility information for all test holes completed.

F. UTILITY COORDINATION

Upon completion of Surveying and Subsurface Utility Engineering (SUE) Services, CONSULTANT shall coordinate with all utilities located within the project limits. The coordination shall consist of:

- Notifying each utility of the proposed work
- Requesting documentation on exact location of the utility to verify surveying and SUE services previously completed
- Requesting a Letter of No Objection (LONO) to complete the proposed project in the vicinity of the utility. The CONSULTANT shall ensure that a LONO is received prior to bidding the project, as well as ensure that the LONO will not expire before or during the initiation of construction.
- Complete any requests from the utility to protect their facilities from damage

Any necessary language or design changes specific to the utilities shall be placed in the construction plans and specifications with all utility contacts listed for reference.

ATTACHMENT "B"
PROJECT SCHEDULE – AMENDMENT NO. 1

ENGINEERS CANAL PUMP STATION IMPROVEMENTS
Project No. (P220206)

The CONSULTANT shall complete the following phases of the project within the number of days shown after Notices to Proceed:

	Number of Days to Complete
Conceptual Phase	60 (previously completed)
Preliminary Design Phase	90
Final Design Phase	120
Bid Phase	45
Construction Phase	TBD

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, and the rates and amounts of CONSULTANT's compensation, 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"
PROJECT COMPENSATION – AMENDMENT NO. 1

ENGINEERS CANAL PUMP STATION IMPROVEMENTS
Project No. (P220206)

OWNER shall pay CONSULTANT a Lump Sum amount of $38,742.00 for the Conceptual Phase portion of the project. This portion of the Work shall be completed and accepted by the OWNER per Attachment A, prior to commencement of Preliminary Design Phase.

a. The Lump Sum includes compensation for CONSULTANT's services and services of CONSULTANT's SUBCONSULTANTs, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and CONSULTANT charges.

b. Compensation for Conceptual Phase work will be included in the overall Basic Services design fee, as based on a percentage of the estimated construction cost developed during the Conceptual Phase.

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 $592,020.00 based on the following estimated distribution of compensation:

1.	Preliminary Design Phase (30%)	$ 177,606.00
2.	Final Design Phase (40%)	$ 236,808.00
3.	Bid Phase (5%)	$ 29,601.00
4.	Construction Phase (25%)	$ 148,005.00

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	$18,524.00 (previously completed)
b.	Additional Surveying/Subsurface Utility Engineering (SUE) As Needed	$44,716.00
c.	Geotechnical Investigation	$36,696.00
d.	Utility Coordination	$43,076.00

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 $TBD, 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 TBD -day construction schedule.