

Amendment to Professional Services Agreement – See Attached Exhibit Amendment 8 Attachments A and B

Description of Amendment

1. Engineer shall perform Professional Services for the fees shown as provided in the detailed proposal and scope entitled Amendment 8 Attachments A and B.
2. All other terms and conditions of the Agreement dated July 26, 2017 for New French Broad River Intake shall remain in full force and effect.
3. Payment for the services described in Amendment 8 Attachments A and B will be at the rates provided in the Amendment 8 Attachments A and B and shall not exceed \$285,295.00.

The Effective Date of this Amendment is _____.

OWNER: City of Hendersonville

ENGINEER: Black & Veatch International Company

By: _____

By:  _____

Title: _____

Title: Associate Vice President _____

Date _____

Date _____

Signed: _____

Signed: March 14, 2024 _____

I hereby certify that this contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director

Date

March 14, 2024

City of Hendersonville
305 Williams Street
Hendersonville, NC 28792

Attention: Mr. Brent Detwiler, PE,
Public Services Director

Subject: New French Broad River Intake & Pumping Station - Amendment 8 Attachment A

Dear Mr. Detwiler:

Due to changes in the scope of services provided, as well as circumstances outside of the control Black and Veatch or the City of Hendersonville, we request a contract amendment to extend our services through the remaining construction duration. A summary of factors which impacted the project is provided herein.

The following items have impacted Black and Veatch's allotted budget for Construction Phase Services (CPS) as originally planned.

1. Extension of Construction Schedule: At the onset of construction, the duration of construction was set at 720 days (24 months) for substantial completion and 780 days (26 months) for final completion. With Notice to Proceed issued April 5, 2022, this original Substantial Completion was set for April 7, 2024, and Final Completion set at June 6, 2024. As part of Construction Contract Change Order 003, the City granted the contractor's request for an 85-day extension of the contract due to delays that were beyond the control of the Owner and Contractor. This shifted Substantial Completion to July 2, 2024 and Final Completion to August 30, 2024. This additional duration extends the duration for Black and Veatch and its subconsultants to provide Construction Phase Services.
2. Construction activities requiring additional effort: Throughout the project's construction, several activities arose outside of our control that resulted in the need for effort above and beyond that which was originally planned, including:
 - a. The effort required in managing and overseeing the Contractor's installation of the Combination King-Pile/Sheet-Pile Wall exceeded what was originally estimated. Several rounds of submittal reviews and coordination calls were required with Contractor and pile-subconsultant in order to approve Contractor's submittal. Additionally, due to difficulty of driving the piles, the oversight, originally planned for a 1 to 2 week period, stretched to over a month with several mobilizations. This required additional oversight and coordination efforts with our staff and that of our RPR.
 - b. Coordination and management of the supplier of the Owner Furnished Engine Generator was above and beyond what was originally estimated, including

- several rounds of submittal reviews, coordination calls, and general oversight not originally accounted for and outside of our control.
- c. General coordination and management of the installation of the Primary Electric Service by Duke Energy and their subcontractor took more effort than originally estimated, including the need for additional coordination meetings, oversight and management of Duke's subcontractor, and coordination of mitigation of damages to property owner's property during installation.
 - d. Additional engineering design services were required to find solutions for errors on the Contractor's part including, incorrect anchorage of the guardrail at the intake structure, incorrect roof joist dimensions, and incorrect slide gate actuator stands at the intake. A Not-to-exceed budget was agreed upon with the Contractor. The contractor will reimburse the City for the added expense for these design efforts through credit change order.
3. Supplementary Services requested by the City: The following activities were requested by the City during construction that were not included in the original contract scope.
- a. Temporary Pumping Emergency Access Plan (EAP): In response to worsening drought conditions, the City requested Engineer's assistance in formulating and preparing an EAP to enact temporary pumping measures to provide the City's WTP with raw water from the French Broad River. This included discussion/coordination meetings with the City, the City's pump vendor, and NCDEQ, as well as preparation of the EAP document, and submission to/coordination with NCDEQ to secure approval.
 - b. Flow Meter Addition at Mills River Pump Station: The City requested that Engineer formulate a conceptual strategy for addition of a flow meter at the existing Mills River Pump Station. This included coordination calls/meetings with the City as well as preparation of conceptual plans for the Flow Meter installation.
 - c. Raw Water Sampling plan at City's Water Treatment Plant: Assisting City with strategy for sampling of water from French Broad

As a result of these scope impacts, we request an amendment to our Construction Phase Services contract in the amount of \$285,295.00 to enable us to continue to support the project as originally outlined in Contract Amendment 5, for the remainder of the construction duration.

Very truly yours,

BLACK & VEATCH INTERNATIONAL COMPANY



Mike Osborne, PE
Principal/Associate Vice President

AMENDMENT 8

ATTACHMENT B

Project: French Broad River Intake and Pumping Station

COMPENSATION

For the modified Scope of Services identified in Amendment 8 Attachment A, Owner will compensate Engineer a fee not-exceed \$285,295.00 unless authorized by the Owner in writing. Engineer will invoice Owner in accordance with the attached Budget Estimate, plus reimbursable expenses times 1.0, plus subconsultant expenses times 1.10. The estimated cost of each phase of work is included in the Budget Estimate following this page. Owner agrees Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but not exceed the total amount unless approved in writing by the Owner. Standard hourly rates are subject to review and adjustment annually.

For Supplemental Services, City and Engineer will negotiate a written amendment to this Agreement for the additional services.

Engineer will submit to City invoices for Services performed over a monthly period. City agrees to pay Engineer's invoice upon receipt. Invoices will be in Engineer's standard format.

Billing Rate Schedule

For the Scope of Services, Owner will compensate ENGINEER in accordance with the Bill Rate Schedule below, plus reimbursable expenses times 1.0, plus subconsultant expenses times 1.10. Standard hourly rates are subject to review and adjustment annually. Hourly rates effective on the date of this Agreement are as follows:

HOURLY RATE SCHEDULE	
Effective through December 31, 2024	
Principal	\$280-340
Sr. Planning Manager	\$250-330
Sr. Project Manager	\$240-300
Project Manager	\$220-260
Sr. Engineering Manager/Director/QC	\$250-330
Engineering Manager	\$180-240
Sr. Engineer/ Planning Sr. Engineer	\$230-290
Project Engineer	\$155-235
Staff/Planning Engineer 4	\$150-190
Staff/Planning Engineer 3	\$140-175
Staff/Planning Engineer 2	\$130-155
Staff/Planning Engineer 1	\$120-140
Sr. Architect	\$190-270
Architect	\$145-200
Sr. Construction Manager	\$195-270
Construction Manager	\$150-200
Resident Project Representative	\$150-190
Construction Inspector	\$80-160
Sr. Technical Specialist	\$310-350
Technical Specialist	\$170-300
Sr. Engineering Technician	\$155-190
Engineering Technician	\$105-155
BIM Coordinator	\$180-210
BIM Director/QC	\$210-230
BIM Sr. Technician	\$145-185
BIM Technician	\$120-150
Sr. Drafter	\$120-160
Drafter	\$90-130
Sr. Estimator	\$225-275
Estimator	\$170-225
Project Controls	\$100-185
Finance/Accountant	\$100-175
Contracts Manager	\$215-250
Project Biller	\$100-140
Technical Editor	\$150-190
Project Administrator	\$100-140
Clerical	\$75-110

The following expenses are reimbursable work items and will be billed at cost: bulk reproduction of documents (outside reproduction services will be treated as a subconsultant); charges for review of drawings and specifications by government agencies, if any; vehicular transportation costs at the rate established by the Internal Revenue Service; airline tickets, meals, and lodging with out-of-town travel.

Owner: Hendersonville, City Of

Project: French Broad River Intake and PS

1 2 3 4 5 11 12 13 14 21 22 41 51 61 62 63

PHASE/Task	TASK	Principal	Project Admin	Project Controls	Proj Accounting	Project Biller	Sr. Engineering Manager	Engineering Manager	Staff Engineer 2	Field Engineer	Sr Structural Engineer	Structural	Sr. Electrical Engineer	Sr. I&C Engineer	BIM Civil	BIM Mechanical	Bim Electrical/I&C	SUBTOTAL, Hours	SUBTOTAL, Billings \$	SUBTOTAL, EXPENSES	SUBCONTRACTS		TOTAL Billings	
		\$300.00	\$115.00	\$155.00	\$140.00	\$115.00	\$295.00	\$225.00	\$145.00	\$185.00	\$250.00	\$210.00	\$280.00	\$280.00	\$155.00	\$155.00	\$155.00				Ellum	S&ME		
(Billing Rate, \$\$, Hr.)																								
WORK BREAKDOWN STRUCTURE																								
PROJECT ADMINISTRATION	4000	8	10	12	6	10	18	32	32	12	-	-	-	-	-	-	-	140	\$ 26,770	\$ 1,000			\$ 27,770	
CONSTRUCTION ADMINISTRATION	4100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -			\$ -	
Submittal Review		-	-	-	-	-	2	4	8	-	-	-	-	-	-	-	-	14	\$ 2,650	\$ -			\$ 2,650	
Requests for Information		-	-	-	-	-	6	12	24	4	-	18	-	2	-	-	-	66	\$ 13,030	\$ -			\$ 13,030	
Contractor Schedule Review		-	6	8	-	-	-	8	8	-	-	-	-	-	-	-	-	30	\$ 4,890	\$ -			\$ 4,890	
Change Orders Management		2	-	-	-	-	6	18	6	-	8	24	18	12	-	-	-	94	\$ 22,730	\$ -			\$ 22,730	
FIELD SUPPORT		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -			\$ -	
Construction Progress Review Meetings		24	-	-	-	-	12	24	24	-	8	-	12	12	-	-	-	116	\$ 28,340	\$ 3,000			\$ 31,340	
Site Visits		24	-	-	-	-	12	32	38	-	12	24	48	48	-	-	-	238	\$ 58,370	\$ 3,000			\$ 61,370	
Specialty Inspections		-	-	-	-	-	-	-	-	36	8	-	-	-	-	-	-	44	\$ 8,660	\$ 1,000	\$ 8,000		\$ 18,460	
RESIDENT PROJECT REPRESENTATIVE		2	-	-	-	-	-	8	12	24	-	-	4	-	-	-	-	50	\$ 9,700	\$ -	\$ 9,000		\$ 19,600	
MATERIALS TESTING SUBCONSULTANT		2	-	-	-	-	2	6	8	4	-	-	-	-	-	-	-	22	\$ 4,440	\$ -	\$ 1,000	\$ 16,000	\$ 23,140	
ENGINEERING DESIGN CHANGES FOR CONSTRUCTION (NTE)		-	-	-	-	-	10	20	20	-	14	30	-	-	-	-	-	94	\$ 20,150	\$ -			\$ 20,150	
RECORD DRAWINGS		-	-	-	-	-	2	6	16	-	-	-	4	4	32	16	8	88	\$ 15,180	\$ -			\$ 15,180	
SUPPLEMENTAL ENGINEERING SUPPORT FOR OWNER (NTE)		-	-	-	-	-	6	18	29	-	8	12	12	12	8	8	8	121	\$ 24,985	\$ -			\$ 24,985	
Total, Hours		62	16	20	6	10	76	188	225	80	58	108	98	90	40	24	16	1,117						
Total, Billings		\$ 18,600	\$ 1,840	\$ 3,100	\$ 840	\$ 1,150	\$ 22,420	\$ 42,300	\$ 32,625	\$ 14,800	\$ 14,500	\$ 22,680	\$ 27,440	\$ 25,200	\$ 6,200	\$ 3,720	\$ 2,480		\$ 239,895	\$ 8,000	\$ 19,800	\$ 17,600	\$ 285,295	