

Amendment to Professional Services Agreement – See Attached Exhibit Amendment 6 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 6 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 6 Attachments A and B will be at the rates provided in the Amendment 4 Attachments A and B and shall not exceed \$92,000.

The Effective Date of this Amendment is May 6, 2021.

OWNER: City of Hendersonville

ENGINEER: Black & Veatch International Company

By: _____

By: _____

Title: _____

Title: Associate Vice President

Date
Signed: _____

Date , 2021
Signed: _____

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

**AMENDMENT 6 ATTACHMENT A
SCOPE OF SERVICES**

**Owner: City of Hendersonville, NC
Engineer: Black & Veatch International Company
Project: New French Broad River Intake & Pumping Station
Original Agreement Effective Date: July 26, 2017**

After receipt of bids based on the original design, the Owner decided to reject all bids and investigate and implement Value Engineering (VE) options to try to reduce the construction cost of the project. When the design documents are revised, the project will be re-bid. This triggers the need for additional services not planned or budgeted for in the original contract. These VE options are outlined below:

1. **Investigate alternative materials/methods for Intake Structure Foundation:** Coordination with pile contractor to investigate alternative materials and configuration of pile foundation system to evaluate the cost effectiveness of the proposed foundation system while maintaining adequate support and stabilization for the intake structure.
2. **Investigate alternative materials/methods for Combination Pipe-Pile/Sheet-Pile Wall:** Coordination with pile contractor to investigate alternative materials and configuration of pile foundation system to evaluate the cost effectiveness of the proposed retention and stabilization system while maintaining adequate stabilization and scour protection for the intake structure.
3. **Extension of Construction Contract Schedule:** Extension of the contract durations for substantial and final completion to provide Contractor more flexibility and minimize risk.
4. **Allow for Jack-and-Bore alternative for 54” Transmission pipe:** Modify contract documents to allow for the alternative of installing the 54” transmission pipe via jack-and-bore in-lieu of open trench installation, to provide Contractor more flexibility and minimize dewatering duration.
5. **Eliminate required minimum Cofferdam elevation:** Revise cofferdam design requirements eliminating the required minimum design elevation in order to allow Contractor more flexibility in managing and mitigating risk.
6. **Investigate acceptance of additional Trash Rack manufacturer’s/Suppliers:** Review submittal information for Huber Technology against design requirements and NCDEQ DWI AIS requirements to determine acceptability for listing as approved manufacturer.

SCOPE OF SERVICES:

The services performed by the Engineer consist of design and bid phase services as specifically identified below.

A. Value Engineering (VE) Services:

Engineer shall perform review of current design documents to identify options and/or alternatives to reduce the construction cost of the project. VE services shall include:

- a. Internal VE review of design documents by Engineer.
- b. Discussion/Communication with each of the prime bidding contractors and key subcontractors requesting suggestions for VE opportunities.
- c. Meetings/Discussions with the Owner regarding the viability/ acceptability of suggested VE options.

B. Re-Design Services:

The Engineer shall perform the following services related to the VE options identified:

- a. Engineering calculations and review of suggested options to confirm viability.
- b. Revision of Drawings, Specifications and Front-End-Documents to implement the VE options identified above that are confirmed to be viable and to reflect new bidding period.
- c. Provide updated signed and sealed plans and specifications for public advertisement for bid.

C. Permitting Services:

The Engineer shall prepare and submit appropriate documents to modify permits as required based upon the VE options implemented, including:

- a. Resubmission of documents to NCDEQ DWI for approval.
- b. Revision of NCDEQ 401/ USACOE 404 permits as required.
- c. Extension of Asheville Water Letter of Water Availability due to expiration.
- d. Revision of NCDEQ DELMR Erosion & Sediment Control permit as required.

D. Bidding and Award Services:

- a. Assist Owner in advertising for a single prime contract for construction, materials, equipment, and services; attend and conduct pre-bid conferences, and develop minutes of the pre-bid conferences.
- b. Maintain a record of prospective bidders and others to whom Contract Documents have been issued.
- c. Prepare, as appropriate, interpretation, clarification, or further definition of the Contract Documents and provide to the Owner. Develop addenda for issuance by the Owner.
- d. Consult with and advise Owner to determine the acceptability of substitute materials and equipment proposed by the Contractor(s) when substitution prior to award of contracts is allowed by the Contract Documents.
- e. Support Owner with the bid opening and prepare the certified bid tabulation.
- f. Evaluate bids and make a recommendation to Owner regarding award.

Supplemental Services

Any work requested by Owner that is not included in one of the items listed in any other phase will be classified as supplemental services. Supplemental Services

Supplemental services may include, but are not limited to:

1. Review/Implementation of additional VE options not listed above.

AMENDMENT 6

ATTACHMENT B

Owner: City of Hendersonville, NC
Engineer: Black & Veatch International Company
Project: New French Broad River Intake & Pumping Station

COMPENSATION

For the Scope of Services for Amendment 6 in Attachment A, Owner will compensate Engineer a fee not exceed \$92,000.00 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.

AMENDMENT 6

ATTACHMENT C

Owner: City of Hendersonville, NC
Engineer: Black & Veatch International Company
Project: New French Broad River Intake & Pumping Station

SCHEDULE

The scope of services is anticipated to be performed as follows:

Value Engineering Services	1 month
Re-Design Services	2 months
Bid Phase Services	3 months

		Sr. Project Manager	Admin	Sr. Engineering Manager	Civil Engineer	Sr Geotech Engineer	Civil Technician	Structural Director/QC	Structural Sr. Engineer	Structural Engineer	Senior Architect	Bldg Mech Engineer	Proc Mech Sr. Engineer	Electrical Sr. Engineer	I&C Sr. Engineer	BIM Coordinator
2	Owner: Hendersonville, City of															
3	Project: New French Broad River Intake VE & Rebid															
6	PHASE/Task															
7	(Billing Rate, \$\$,Hr.)	\$240.00	\$100.00	\$215.00	\$145.00	\$227.00	\$120.00	\$235.00	\$227.00	\$152.00	\$227.00	\$190.00	\$195.00	\$239.00	\$200.00	\$149.00
12	WORK BREAKDOWN STRUCTURE	PHASE														
13	VE SERVICES	1000	4	2	8	16	8	-	-	4	-	-	1	-	-	-
15	RE-DESIGN SERVICES	3000	8	12	18	44	88	48	8	18	50	4	4	4	2	8
20	PERMITTING	4000	-	4	2	12	-	-	-	-	-	-	-	-	-	-
21	BIDDING & AWARD	5000	8	20	12	28	4	-	-	3	3	4	4	2	4	4
22	PM&Admin	6000	8	6	-	-	-	-	-	-	-	-	-	-	-	-
94																
95	Total, Hours	28	44	40	100	100	48	8	25	53	8	8	7	6	6	8
96	Total, Billings	\$ 6,720	\$ 4,400	\$ 8,600	\$ 14,500	\$ 22,700	\$ 5,760	\$ 1,880	\$ 5,675	\$ 8,056	\$ 1,816	\$ 1,520	\$ 1,365	\$ 1,434	\$ 1,200	\$ 1,192
101																
102																
103																
104																
105																
106																
107																
108																
109																
110																
111																
112																
113																
114																
115																
116																
117																
118																
119																
120																
121																
122																
123																
124																
125																
126																
127																
128																
129																

	C	D	E	F	CF	CT	CW	FB	FC	FD	FI	FK	FR
2	Owner: Hendersonville, City of												
3	Project: New French Broad River Intake VE & Rebid												
4	INSERT NEW COLUMNS LEFT OF HERE												
5													
6	PHASE/Task				BIM Sr Technician	Finance	Project Controls		SUBTOTAL, hours	SUBTOTAL, Billings \$	Other Expenses	SUBTOTAL, EXPENSES	TOTAL COST
7	(Billing Rate, \$\$, Hr.)				\$145.00	\$130.00	\$125.00						
12	WORK BREAKDOWN STRUCTURE			PHASE									
13	VE SERVICES			1000	-	-	-	43	\$ 8,119		\$ -	\$ 8,119	
15	RE-DESIGN SERVICES			3000	12	-	-	330	\$ 58,930	\$ 500	\$ 500	\$ 59,430	
20	PERMITTING			4000	-	-	-	18	\$ 2,570	\$ -	\$ -	\$ 2,570	
21	BIDDING & AWARD			5000	-	-	-	96	\$ 16,419	\$ 1,500	\$ 1,500	\$ 17,919	
22	PM&Admin			6000	-	4	6	24	\$ 3,790	\$ -	\$ -	\$ 3,790	
94													
95	Total, Hours				12	4	6	511					
96	Total, Billings				\$ 1,740	\$ 520	\$ 750		89,828	\$ 2,000	\$ 2,000	\$ 91,828	
101													
102													
103													
104													
105													
106													
107													
108													
109													
110													
111													
112													
113													
114													
115													
116													
117													
118													
119													
120													
121													
122													
123													
124													
125													
126													
127													
128													
129													