

ENGINEERING AGREEMENT

STATE OF LOUISIANA

PARISH OF ST. BERNARD

This Agreement, made and entered into on this ___ day of _____, 2010, by and between

St. Bernard Parish Government,

Appearing hereinafter by and through Craig Taffaro, Parish President, duly authorized, (hereinafter "PARISH") and

Evans-Graves Engineers, Inc.,

Appearing hereinafter by and through Ashlyn Graves, Vice President, duly authorized (hereinafter "ENGINEER").

SECTION 1. THE PROJECT:

The PARISH hereby contracts with the ENGINEER to assist in providing all necessary professional services to the PARISH, in connection with the Project defined as follows:

St. Bernard Mississippi River Levee Top Bike Path

SECTION 2. BASIC SERVICES:

The ENGINEER shall provide all basic services required to complete the project including all necessary services described herein or usually implied as prerequisite for performance of the services whether or not specifically mentioned in this contract, including attendance by the ENGINEER at the project conference and public hearings.

A. **PRELIMINARY PHASE:** Not Used

B. **FINAL DESIGN PHASE:**

1. Update and finalize the construction plans and specifications which were prepared under a previous contract between ENGINEER and the Regional Planning Commission (RPC), which work was put on-hold by the RPC during and since Hurricane Katrina in August 2005, and was estimated to be at the 90% design completion stage as of that date.
2. Incorporate the new requirements of the Louisiana Department of Transportation and Development (LDOTD) into the construction plans and specifications.
3. Submit complete detailed construction plans, specifications, and contract documents to the PARISH as 100% complete Final Bidding Documents. Deliverable shall consist of 5 sets of construction plans and specifications.
4. Prepare a detailed Final Construction Cost Estimate.

C. **BIDDING PHASE:**

1. Assist the PARISH in coordination with LDOTD for obtaining bids and rendering assistance in award of the contract. Bid opening, tabulations, and reviews will be made by LDOTD.
2. Assist the PARISH in coordination with LDOTD for contributing information as needed for all necessary addenda, which will be prepared and distributed by LDOTD.

D. **CONSTRUCTION PHASE:**

1. Assist the PARISH in coordination with LDOTD for preparing formal contract documents for the execution of the construction contract.
2. Require and review tests of materials necessary for the project.
3. Accurately determine contract pay quantities.

4. Verify and approve contractor's pay estimates and submit same to PARISH.
5. Review shop drawings and samples for conformance with the design concept of the project and for compliance with the result required in the contract documents.
6. Perform final inspection and make a recommendation for acceptance.
7. Verify and approve Testing Laboratory pay estimates and submit same to PARISH.
8. Prepare written recommendations for all required changes to work and specifications during construction.
9. Submit to OWNER one copy of As-Built Record Documents in electronic form.
10. The ENGINEER is not responsible for construction means, methods, techniques, sequences or procedures.

SECTION 3. DOCUMENTS:

The ENGINEER shall furnish one computer disk of drawings, specifications, and contract documents to the PARISH.

SECTION 4. SUPPLEMENTARY SERVICE:

The ENGINEER may provide Supplementary Services (if required) not included in Section 2, including surveying, geotechnical investigations, and resident inspection services. When directed by the PARISH and accepted by the ENGINEER, Supplementary Services shall be paid as described in Section 5. Resident Inspection Services shall only be performed after ENGINEER receives written authorization from PARISH. Resident Inspection on this contract shall consist of on-site project representation for inspection of ongoing construction activities for verification of conformance with contract documents.

- 1) Supplementary Services: Resident Inspection
 Resident Inspection:
 Assumed Maximum Hours: 347 Hours
 Hourly Rate: \$90.00

DIRECT EXPENSES: Resident Inspection
 Mileage: (347 hours / 8 hours per day x 40 mpd = 1735 miles)
 Mileage Direct Expense: 1735 * \$0.445 per mile = \$772.08

TOTAL SUPPLEMENTAL SERVICES FOR RESIDENT INSPECTION,
 INCLUDING DIRECT EXPENSES: \$ 31,972.08

SECTION 5. PAYMENTS:

For all services outlined in SECTION 2.A through SECTION 2.D, the PARISH shall pay the ENGINEER a basic fixed fee of **Forty-Two Thousand Nine Hundred Seventy and no/100 Dollars (\$42,970.00)**. The distribution of fees among the phases described in SECTION 2.A through SECTION 2.D is proportional to the level of effort of the work anticipated for each phase, and is as described below:

Preliminary Design Phase	N/A
Final Design Phase	\$14,880.00 (+/- 34.5%)
Bidding Phase	\$4,730.00 (+/- 11.0%)
Construction Phase	\$23,360.00 (+/- 54.5%)

For Supplementary Services provided by the ENGINEER, the PARISH shall pay the ENGINEER a fee comprised of the amount invoiced to the ENGINEER for work conducted by the ENGINEER's subcontractors plus an administrative fee of TEN PERCENT (10%) of the amount of the subcontractor's invoice.

Payment Schedule:

Design Phase – Payment shall be based upon the % complete of the Design Phase. In no case will the ENGINEER be allowed to invoice above the level of completion of the Design Phase.

Bid Phase – Payment shall be made upon the level of completion of the Bid Phase.

Construction Phase – Payment shall be made monthly based upon the average monthly fee based upon the anticipated construction time frame. The average monthly fee will be based upon the Construction Phase Fee divided by the contract construction time frame.

SECTION 6. FUNDS:

Payment to the ENGINEER under this contract shall be contingent upon the availability of funds specifically dedicated to said project.

SECTION 7. TERMINATION OR SUSPENSION:

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the PARISH and all payments required to be made to the ENGINEER have been made; but his contract may be terminated under any or all of the following conditions.

1. By mutual agreement and consent of the parties hereto.
2. By the PARISH as a consequence of the failure of the ENGINEER to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the ENGINEER.
3. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
4. In the event of the abandonment of the project by the PARISH.
5. In the event the ENGINEER does not maintain a valid Louisiana Engineering License.

This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or five (5) years from the date of its execution, whichever event occurs first.

Upon termination the ENGINEER shall be paid for actual work performed prior to the notice of termination on a pro-rata share of the basic fee based on the phase or percentage of work actually completed.

SECTION 8. INSURANCE:

The ENGINEER shall secure and maintain at his expense such insurance coverage as listed in the manual "Louisiana Capital Improvement Projects Procedure Manual for Design and Construction", 1985 Edition; however, such insurance shall be in minimum aggregate amounts of \$2,000,000.00, Comprehensive General Liability Coverage that will protect the ENGINEER, and name ST. BERNARD Parish, as an additional insured, from claims under the Workman's Compensation Acts, claims for bodily injury, death, property damage or any other liability claim which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the PARISH and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the PARISH.

SECTION 9. GENERAL:

The ENGINEER shall, at all times during the term of this contract, maintain a valid Louisiana Engineering License.

The ENGINEER warrants that he has not employed or retained any company or person, other than a bona-fide employee working solely for the consultant, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than a bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the PARISH shall have the right to annul this contract without liability.

This agreement shall be binding upon the successors and assigns for the parties hereto. This agreement being for the personal services of the ENGINEER, shall not be assigned or subcontracted in whole or in part by the ENGINEER as to the services to be performed hereunder without the written consent of the PARISH.

ENGINEER shall indemnify PARISH from the following:

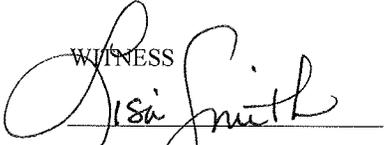
1. Any dispute between the PARISH and any construction company arising from an interpretation of any provision of a construction contract prepared by ENGINEER.
2. For any cause of action arising out of the work encompassed by this contract.
3. "Indemnify" shall mean providing attorneys, paying legal expenses, and paying any judgments against the PARISH arising out of the performance of this agreement.

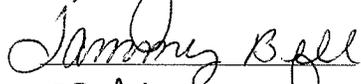
This agreement represents the entire Agreement between PARISH and ENGINEER. This Agreement may be amended only by mutual consent and in writing, signed by both PARISH and ENGINEER.

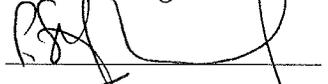
SECTION 10:

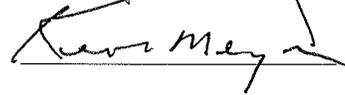
This agreement is executed in four (4) originals. IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

WITNESS









PARISH:

St. Bernard Parish Government

By

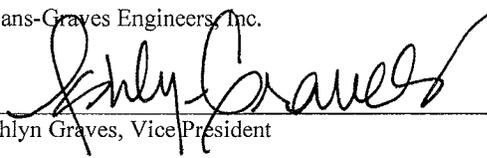


Craig Taffaro, Parish President

ENGINEER:

Evans-Graves Engineers, Inc.

By



Ashlyn Graves, Vice President

St. Bernard Mississippi River Levee Top Bike Path

Engineering Proposal for Completing Documents and Performing Services During Bidding and Construction

Based on the original proposal between RPC and Evans-Graves dated 12/16/02

July 13, 2010

PHASE I - DESIGN: COMPLETE DOCUMENTS FOR CONSTRUCTION BIDDING

<i>Category</i>	<i>Manhours</i>	<i>Rate</i>	<i>Subtotal</i>
Principal (P.E.)	8	\$160.00	\$1,280.00
Senior Engineer (P.E.)	16	\$130.00	\$2,080.00
Senior Designer	48	\$95.00	\$4,560.00
Technician	80	\$65.00	\$5,200.00
Administrative Asst.	32	\$55.00	\$1,760.00

PHASE SUBTOTAL \$14,880.00

PHASE II - ENGINEERING SERVICES DURING ADVERTISEMENT AND BIDDING

NOTE: This Phase does NOT include opening and reviewing bids (by DOTD)

<i>Category</i>	<i>Manhours</i>	<i>Rate</i>	<i>Subtotal</i>
Principal (P.E.)	2	\$160.00	\$320.00
Senior Engineer (P.E.)	2	\$130.00	\$260.00
Senior Designer	18	\$95.00	\$1,710.00
Technician	24	\$65.00	\$1,560.00
Administrative Asst.	16	\$55.00	\$880.00

PHASE SUBTOTAL \$4,730.00

PHASE III - ENGINEERING SERVICES DURING CONSTRUCTION

NOTE: This Phase does NOT include full-time project inspection (see Phase IV).

<i>Category</i>	<i>Manhours</i>	<i>Rate</i>	<i>Subtotal</i>
Principal (P.E.)	8	\$160.00	\$1,280.00
Senior Engineer (P.E.)	16	\$130.00	\$2,080.00
Senior Designer	160	\$95.00	\$15,200.00
Technician	40	\$65.00	\$2,600.00
Administrative Asst.	40	\$55.00	\$2,200.00

PHASE SUBTOTAL \$23,360.00

PHASE IV - FULL-TIME RESIDENT INSPECTION

NOTE: This Phase does NOT include mileage and other direct costs.

<i>Category</i>	<i>Manhours</i>	<i>Rate</i>	<i>Subtotal</i>
Inspector	347	\$90.00	\$31,200.00

PHASE SUBTOTAL \$31,200.00

GRAND TOTAL PHASES I thru III \$42,970.00

GRAND TOTAL ALL PHASES (I thru IV) \$74,170.00

**FEE SCHEDULE
TIME CHARGE SERVICES**

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Senior Principal (P.E.)	\$ 200.00
Principal (P.E.)	\$ 160.00
Chief Engineer (P.E.)	\$ 145.00
Special Projects Engineer (P.E.)	\$ 140.00
Senior Engineer (P.E.)	\$ 130.00
Construction Engineer (P.E.)	\$ 105.00
Engineer (P.E.)	\$ 100.00
Senior Consultant (P.E.)	\$ 120.00
Consultant (P.E.)	\$ 95.00
Engineer Intern (E.I.)	\$ 80.00
Senior Designer	\$ 95.00
Designer	\$ 90.00
Planner	\$ 80.00
Landscape Architect	\$ 95.00
Project Coordinator	\$ 75.00
Senior Technician	\$ 80.00
Technician	\$ 65.00
CADD Drafter	\$ 50.00
Construction Administrator	\$ 80.00
Inspector	\$ 90.00
Professional Land Surveyor	\$ 110.00
Five (5) Man Field Survey Party	\$ 155.00
Four (4) Man Field Survey Party	\$ 135.00
Three (3) Man Field Survey Party	\$ 115.00
Two (2) Main Field Survey Party	\$ 85.00
Survey Party Chief	\$ 50.00
Engineering Aide	\$ 60.00
Administrative Assistant	\$ 55.00
GPS Equipment	\$ 50.00

PROJECT: _____
 LOCATION: _____ DATE _____
 BY: _____ PERIOD: _____

REMARKS: Above rates increased by 25% for expert testimony and legal proceedings.

REIMBURSABLE EXPENSES: (Not included in above rates). 4-Wheeler billed at \$100/day. Long Distance telephone charges, express mail, printing and reproduction, regulatory agency and recording fees; travel, food and lodging outside of the Baton Rouge, Louisiana area; special equipment or supplies all billed at invoice amount, plus an administrative charge of 10%. Mileage outside of the Baton Rouge, Louisiana area at \$.445 per mile.