

St. Bernard Parish Conformed Copy

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ST BERNARD PARISH GOVERNMENT
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ATTENTION: RONNIE ALONZO CAO
CHALMETTE, LA 70043

First MORTGAGOR

ST BERNARD PARISH GOVERNMENT

First MORTGAGEE

ALL SOUTH CONSULTING ENGINEERS LLC

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Description : AMENDMENT NO 1 FOR SAFE HARBOR OF REFUGE FOR BOATS DURING HURRICANE EVENTS

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ST BERNARD PARISH GOVERNMENT
8201 WEST JUDGE PEREZ DRIVE
ATTENTION: RONNIE ALONZO CAO
CHALMETTE, LA 70043

**AMENDMENT NO. 1
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
ST. BERNARD PARISH GOVERNMENT
AND
ALL SOUTH CONSULTING ENGINEERS, LLC
FOR THE SAFE HARBOR OF REFUGE FOR BOATS DURING HURRICANE
EVENTS**

WHEREAS, there is an Agreement for Professional Services between St Bernard Parish Government (OWNER) and All South Consulting Engineers, LLC (Engineer) that was entered into on April 26, 2013; and

WHEREAS, after several meeting with land owners the scope has been revised to include surveying with side scan sonar, debris removal and abandoned vessel removal within violet canal; and

WHEREAS, the costs associated for these services will increase the original agreement by \$4,576.36 and

NOW THEREFORE, OWNER and ENGINEER do mutually agree that this Amendment No. 1 shall amend the original contract to read:

Amend Exhibit A PART 2 – ADDITIONAL SERVICES to include

A2.01 *Additional Services Requiring Owner's Written Authorization*
Item 26 perform surveying services including side scan sonar

Amend Exhibit C 2.01 COMPENSATION

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A and Exhibit S, except for services of Engineer's Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$63,450.05 based on the following estimated distribution of compensation:
 - a. Preliminary Design Phase \$15,862.51
 - b. Final Design Phase \$31,725.02
 - c. Bidding and Negotiating Phase \$ 3,172.50
 - d. Construction Phase \$12,690.02

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit.
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 36 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted upon being agreed to in writing, signed and dated by both parties.

COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services –

C. Owner shall pay Engineer for Additional Services, if any, as follows:

1. A Not to Exceed amount of \$ 104,906.31 based on the following estimated distribution of compensation:
 - a. Surveying / Side Scan Sonar (Per Exhibit T) \$ 11,709.99 (Lump Sum)
 - b. Permitting Phase \$ 20,570.30 (Not to Exceed)
 - c. Resident Inspection / Boat Transportation \$ 57,237.92 (Not to Exceed)
 - d. Prelim. Investigation / Evaluation and
Coordination w / Landowners \$ 14,248.50 (Lump Sum)
 - e. Abstracting \$ 1,139.60 (Lump Sum)

2. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each

applicable billing class for all Additional Services performed on the Project, plus Engineer's Consultant's charges, if any.

NOW THEREFORE, this agreement be amended and shall not exceed the total fee of \$168,356.36.

THIS AMENDMENT is executed in three (3) originals. IN TESTIMONY WHEREOF, they have executed this agreement the day and year first above written.

WITNESSES:

Jeri J. Asberry
Jack Ragan

OWNER:

ST BERNARD PARISH GOVERNMENT

BY: [Signature]
Guy S. McInnis, President

WITNESSES:

Shew Bergstede
Stacy Bergstede

ENGINEER:

ALL SOUTH CONSULTING ENGINEERS

BY: [Signature]
Stephen C. Bourg, PE - Senior Vice President

b/c
DWB
4/4/16

**ST. BERNARD PARISH HARBOR OF REFUGE
HAZARDS TO NAVIGATION
SCOPE OF SERVICES**

Exhibit S

Project Description: Identify any hazards to navigation, above and below water, in Violet Canal from LA Hwy. 46 (St. Bernard Highway) at the Mississippi River to the Bayou Dupre Flood Control Structure located at the Mississippi River Gulf Outlet and prepare bid documents for removal. The length of the project is approximately 28,000 feet. The width of Violet Canal is \pm 160 feet for the first 6,500 feet and varies from 200 feet to 350 feet for the remaining portion.

Plans and Specifications Scope:

1. Prepare Plans and Specifications for the St. Bernard Parish to advertise and bid the removal and disposal of debris, silt and abandoned vessels from the above referenced waterway. The removal scope will be determined based on the findings of the survey / side scan sonar.
2. The P & S will include:
 - a. GPS locations and photos of debris / removal vessels
 - b. Coordination with legal and LaWL&F on vessel abandonment
 - c. Quantities of silt debris
 - d. X- sections of canal
 - e. Removal methods
 - f. Disposal methods / sites
 - g. Environmental requirements
 - h. Permit requirements
 - i. Debris payment terms
 - j. Estimated quantities of all debris
 - k. Project specifications

Permitting services

- a. Draft / submit permit application for removal scope
- b. Coordination with levee district/ Corps/ DNR on permit application

Inspection

- a. Provide inspection service for quantification / verification of debris removed. Inspectors will be invoiced on a T&M basis at \$65.00 / hour.

**ST. BERNARD PARISH HARBOR OF REFUGE
HAZARDS TO NAVIGATION
SURVEY SCOPE OF SERVICES
Exhibit T**

Survey Scope:

1. Coordinates generated by the survey will be based on the Louisiana State Plane Coordinate System, Lambert Grid, South Zone, NAD 1983 (2011). Elevations will be based on NAVD 1988 (Geoid 12A).
2. Survey the project route approximately using Side Scan Sonar and identify any underwater obstructions with approximate size and location of the obstruction. If possible provide clearance depth over obstruction.
3. Locate existing docks, pilings, permanently moored vessels, wrecked or abandoned boats, trees or any objects that could impede or damage marine traffic.
4. Locate evidence of pipeline crossings along project route to include signs, pipeline on bank descending into the canal, etc.
5. Provide a hydrographic survey taken at 1000 foot intervals along the survey route. Sections will extend from water's edge to water's edge of Violet Canal.