

# St. Bernard Parish Conformed Copy

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

**First MORTGAGOR**

ST BERNARD PARISH GOVERNMENT

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**First MORTGAGEE**

BAROWKA & BONURA ENGINEERS & CONSULTANTS LLC

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**Description :** AMENDMENT NO 1 -PROJECT STORM DRAIN @ JEAN LAFITTE - JUDGE PEREZ TO 40 ARPENT

## Recorded Information

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I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Bernard Parish, Louisiana

On (Recorded Date) : 12/14/2016

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Amendment No. 1, consisting of 1 page(s), for **Engineering Agreement** between Owner and Engineer for Professional Services dated June 25, 2014.

**AMENDMENT TO ENGINEERING AGREEMENT NO. 1**

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: June 25, 2014
- b. Owner: St. Bernard Parish Government
- c. Engineer: Barowka & Bonura Engineers & Consultants, LLC
- d. Project: St. Bernard Parish Storm Drain System: Jean Lafitte – Judge Perez to 40 Arpent Canal (FEMA PW No. 21039)

2. Nature of Amendment *[Check those that are applicable and delete those that are inapplicable.]*

- Additional Services to be performed by Engineer
- Modifications to Services of Engineer
- Modifications to Payment to Engineer
- Modifications to Time(s) for Rendering Services

3. Description of Modifications

Attachment A, Modifications  
Attachment B, Fee Estimate Schedule  
Attachment C, Project Worksheet 21039-Storm Drain System, Task Order 1A

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is August 31, 2016.

OWNER:

St. Bernard Parish Government

By: 

Guy McInnis

Title: Parish President

Date Signed: 12/12/16

ENGINEER:

Barowka and Bonura Engineers and Consultants, LLC

By: 

Jeffrey Bonura, P.E.

Title: Partner

Date Signed: 9/19/2016

## **Modifications**

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Due to Owner authorized changes in the scope, extent and character of the project, the engineering and supplemental services and associated Engineer's amount of compensation is being adjusted equitably.

1. The Scope of Services currently authorized to be performed by Engineer in accordance with the prime Engineering Agreement and any previous amendments, if any, is modified as follows:

Task Order 1 to the contract consisted of the cleaning, inspection and repair of the drainage trunk line(s) along Jean Lafitte Boulevard between W. Judge Perez Drive and the 40 Arpent Canal. Upon performing investigations of the condition of the pipe in the preparation of the cleaning and inspection contract, it was determined that there was substantial damage to the existing drain line(s) such that it may have been cost effective to replace the drain line(s). Therefore the bid opening for the cleaning and televising contract was cancelled.

The scope of services has been modified to providing the necessary engineering and supplemental services to necessary to design and administer a project inclusive of a drain line replacement and replacement / restoration of any other associated features and affected facilities, and for the performance of any other services outlined herein or in accordance per Task Order 1A related to the replacement of the existing primary trunk drain line(s) within the median section along Jean Lafitte from W. Judge Perez Drive and the 40 Arpent Canal.

Task Order 1A provided in Attachment C replaces Task Order 1 in its entirety and provides a detailed modified description of the services to be provided and associated fee amounts and fee structure.

2. The responsibilities of the Owner are modified as follows:

N/A

3. For all services outlined in Sections 2 & 4 and any other services required for this project, as per the original Agreement, or as amended herein or per Task Order 1A provided in Attachment C, the Owner shall pay the Engineer a basic services lump sum fee per Attachment B, Fee Estimate Schedule, attached hereto.

Further, Section 8 of the original Engineering Agreement, or as subsequently amended, is herein revised so that the maximum cumulative fee that can be charged for all work on this contract, including the work performed under Sections 2 and 4 and any supplemental services, shall be per Attachment B, Fee Estimate Schedule.

This is **Attachment A**, consisting of 2 page(s), to Amendment No. 1 to contract dated June 25, 2014.

4. The project schedules for rendering services and providing project deliverables in accordance with the original contract, or as subsequently amended, is modified as provided in Task Order 1A provided in Attachment C.

St. Bernard Parish  
 Department of Public Works  
 Storm Drain System - PW 21039

Amendment No. 1  
 Attachment B

Fee Estimate Schedule

**Jean Lafitte Drain Line (Judge Perez to 40 Arpent Canal)**

Estimate Construction Cost *	\$3,662,621.00
<b>Basic Services</b>	
Prelim. Design, Design, Bidding, and Construction Phase Basic Services	\$355,352.00
<b>Supplemental Services</b>	
Existing Conditions Survey	\$23,700.00
Geotechnical Engineering	\$6,500.00
Resident Inspection Fee**	<u>\$146,504.84</u>
Total Supplemental Services Fee	<u>\$176,704.84</u>
<b>Total Engineering Fee</b>	<b>\$532,056.84</b>

\* Estimated construction cost for replacement in-kind of existing drainage system

\*\* Estimated, hourly, not-to-exceed fee based on 4% of preliminary construction cost estimate

Project Breakdown

Task	Revised Contract Value	Percent	Previous Contract Value	Amendment Value
<b>Jean Lafitte Drain Line</b>				
Preliminary Design Phase	\$88,838.00	25%	\$6,551.83	\$82,286.17
Final Design Phase	\$159,908.40	45%	\$11,793.29	\$148,115.11
Bidding Phase	\$17,767.60	5%	\$1,310.37	\$16,457.23
Construction Phase	\$71,070.40	20%	\$5,241.46	\$65,828.94
Record Drawing Phase	\$17,767.60	5%	\$1,310.37	\$16,457.23
<b>Subtotal Basic Services</b>	<b>\$355,352.00</b>		<b>\$26,207.32</b>	<b>\$329,144.68</b>
<b>Supplemental Services</b>				
Existing Conditions Survey	\$23,700.00		\$0.00	\$23,700.00
Geotechnical Engineering	\$6,500.00		\$0.00	\$6,500.00
Resident Inspection Fee**	\$146,504.84		\$9,000.00	\$137,504.84
<b>Subtotal Supplemental Services</b>	<b>\$176,704.84</b>		<b>\$9,000.00</b>	<b>\$167,704.84</b>
<b>Total Engineering Services</b>	<b>\$532,056.84</b>		<b>\$35,207.32</b>	<b>\$496,849.52</b>

**Project Worksheet 21039 – Storm Drain System  
Task Order 1A**

**Project Description:** The project consists of replacing in like kind the existing drainage trunk line(s) beneath the median section along Jean Lafitte Boulevard between W. Judge Perez Drive and the 40 Arpent Canal and associated facilities, including the re-connection to existing drain laterals and restoration of surface features to current standards.

**Scope of Services:** ENGINEER will perform all services necessary for the implementation of the Jean Lafitte Storm Drain project outlined in Section 1 of the original Engineering Agreement (“agreement”). The project description of Section 1 in the original agreement shall be modified in accordance with the aforementioned Project Description, or as otherwise modified herein Task Order 1A. The necessary engineering design, bidding, construction administration, and project closeout phases, and supplemental services outlined in Sections 2 and 4 of the original agreement, or as modified herein, necessary to perform the necessary supplemental services, develop a bid package, assist the Parish during bidding, administer the construction contract, permitting, and project closeout process to replace the facilities in like kind, subject to approved changes to meet current codes and standards.

Task Order 1 in Exhibit B of the original Engineering Agreement shall be deleted in its entirety and replaced with Task Order 1A.

The Owner will issue a written Notice to Proceed (“NTP”) for each supplemental service, preliminary design phase, final design phase, bid / contract let phase, and construction administration and project closeout phase. The Engineer shall request a Notice to Proceed upon completion of the previous project phase. No work associated with any subsequent project phase shall commence without a written approval (i.e. NTP) from the Owner. The Parish may elect to perform the construction administration and project closeout phase, and resident inspection services, utilizing Parish personnel or under a separate contract.

The scope of the construction project is generally described by the following:

Base Project:

- Replace damaged drainage trunk line along Jean Lafitte Parkway from W. Judge Perez Drive to the 40 Arpent Canal, including replacing drainage manholes / inlet structures and other structures and existing site features as required to meet current standards and properly connect the replaced pipe sections to existing sound pipe or structures to remain.

- Provision of a cofferdam and dewatering system or other approved options to allow for the performance of the work.
- Repair roadways, curbs, sidewalks, and median section swales and green space affected by construction.

The scope of the Engineer's services shall be:

- A. Preliminary Design Phase: Perform Preliminary Design Phase Services for the Project described herein in accordance with Section 2 of the original Engineering Agreement.
- B. Design Phase: Perform Design Phase Services for the Project described herein in accordance with Section 2 of the original Engineering Agreement.
- C. Bidding Phase: Perform Bidding Phase Services for the Project described herein in accordance with Section 2 of the original Engineering Agreement.
- D. Construction Phase: Perform Construction Phase Services for the Project described herein in accordance with Section 2 of the original Engineering Agreement. Engineer shall also assist the Owner and construction contractor with any necessary permitting or FEMA EHP submittals and clearance processes, including providing information required for submittal and application packages and for responses to any reviewing / permitting agency Requests for Information (RFIs).
- E. Provide supplemental services, existing topographical (conditions) survey, in accordance with Section 4, I of the original agreement for the Project.
- F. Provide supplemental services, geotechnical engineering related to soil investigations, in accordance with Section 4, A of the original agreement for the Project.
- G. Provide supplemental services, Resident Inspection, in accordance with Section 4, K of the original agreement for the Project.

No additional services associated with the Feasibility Study and Preliminary Engineering Analysis Phase will be necessary at this time and therefore not part of Agreement Amendment No. 1 – Task Order 1A.

**Fee:** The engineering fee for Engineering Agreement Amendment No. 1 - Task Order 1A is as follows:

<u>Task (Above)</u>	<u>Fee</u>	<u>Fee Basis</u>
A, B, C, D	\$355,352.00	Lump Sum
E	\$ 23,700.00	Lump Sum
F	\$ 6,500.00	Lump sum
G	<u>\$146,504.00</u>	Hourly, Not to Exceed
<b>Total</b>	<b>\$532,056.84</b>	

This is **Attachment C**, consisting of 4 page(s), to Amendment No. 1 to contract dated June 25, 2014.

The project phases, associated fee structure and percentages of overall Basic Services in Section 8 of the original Engineering Agreement shall be as modified herein, or as subsequently amended.

If the Owner does not receive bids for the project the Engineer shall only be reimbursed for any supplemental services performed at the time and the proportion of the associated basic service fees, or otherwise mutually agreed to reasonable amount, for any project phases authorized in writing by the Owner, based on the last approved project deliverable or costs incurred as otherwise mutually agreed to for the documented project phase status at the time.

Resident inspection shall be provided as a supplementary service as provided for in Section 4, paragraph K of the original Engineering Agreement at an hourly rate of \$65.00, plus job related mileage at the then current federal rate. Owner shall pay Engineer compensation for resident inspection services based on the contracted hourly rate and overall Not-to-Exceed amount, or as subsequently amended.

The hourly not-to-exceed fee estimates for Owner approved resident inspection services will be reimbursed based on actual time incurred up to the Not-to-Exceed fee for each per Attachment B. Engineer shall obtain written approval from the Owner prior to performing services in excess of the estimated not-to-exceed fee amounts.

The Engineer shall provide adequate daily inspector reports, timesheets, and any other supporting documentation requested by the Parish or its stakeholders as required for verification of the rendered inspection services with each invoice, or as needed. At a minimum inspection reports and timesheets for the resident construction inspection services performed shall be provided. Mileage logs or summaries by personnel shall be provided to log reimbursable mileage.

Further, Section 8 of the original Engineering Agreement, or as subsequently amended, is herein revised so that the maximum cumulative fee that can be charged for all work on this contract, including the work performed under Sections 2 and 4 and any supplemental services, shall be per Attachment B, Fee Estimate Schedule.

Reimbursable expenses and additional supplemental services shall be compensated at direct costs, with no overhead and profit or administrative charges. Proper supporting documentation as requested by the Parish or its stakeholders shall be provided for all invoiced reimbursable expenses and supplemental services with each invoice, or as needed.



This is **Attachment C**, consisting of 4 page(s), to Amendment No. 1 to contract dated June 25, 2014.

The Owner reserves the right to adjust the fees as the eligible project construction cost and funding allocated for the project evolves, and/or cost reasonableness.

**Additional Allowable Reimbursable Expenses:**

Allowable reimbursable expenses are limited to mileage for resident construction inspection. Copies for final documents and submittals and other incidental expenses, including but not limited to, other general office supplies and/or charges, paint, pens/pencils, facsimiles, computer/CAD charges, mobile phone charges, telephone charges, field equipment, etc. are not reimbursable and shall be considered part of the contracted fees or as subsequently amended.

Mileage for resident construction inspection services will be reimbursable up to the allowable Federal rate per mile at the time travel occurred. Mileage shall be based on the distance to and from the local A/E office to a construction site plus any necessary travel between construction sites and/or Parish government offices. Only one trip from the office to the field per day is allowable. Mileage for general A/E basic services shall be considered overhead and profit and not reimbursable.

**Schedule:**

<u>Phase</u>	<u>Time</u>
Supplemental Services	60 calendar days
Preliminary Design Phase	45 calendar days
Final Design Phase	60 calendar days
Bid Phase / Contract Let	45 calendar days
Permitting / Agency Review Period	60 calendar days
Construction Administration Phase	410 calendar days
Closeout Phase and Record Drawing Phase	150 calendar days

**End of Document**