

St. Bernard Parish Conformed Copy

Randy S. Nunez
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(504) 271-3434

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ST BERNARD PARISH GOVERNMENT
8201 WEST JUDGE PEREZ DRIVE
CHALMETTE, LA 70043

First MORTGAGOR

ST BERNARD PARISH GOVERNMENT

First MORTGAGEE

EVANS GRAVES ENGINEERS INC

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Description : AMENDMENT NO 1 PROJECT -ST BERNARD MISSISSIPPI RIVER LEVEE TOP BIKE PATH

Recorded Information

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

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ENGINEERING AGREEMENT – Amendment No. 1 (to original contract dated August 2010)

(For “ENGINEERING AGREEMENT”, please reference original engineering agreement between State of Louisiana Parish of St. Bernard entered into in August 2010 by and between St. Bernard Parish Government, and Evans-Graves Engineers, Inc. This Engineering Agreement Amendment No. 1 supersedes all previous engineering agreements.

STATE OF LOUISIANA

PARISH OF ST. BERNARD

This Agreement, made and entered into on this 20th day of June, ²⁰¹⁴~~2010~~, by and between

St. Bernard Parish Government,

Appearing hereinafter by and through David Peralta, 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

- 2) Supplementary Services: Corps of Engineers Permitting

Geotechnical Engineering (subconsultant Eustis Engineering):
Maximum Lump Sum Price: \$4,400.00

Civil Engineering:
Maximum Lump Sum Price: \$4,400.00

TOTAL SUPPLEMENTAL SERVICES FOR CORPS OF ENGINEERS
PERMITTING: \$8,800.00

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.

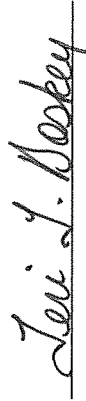
This agreement represents the entire Agreement between PARISH and ENGINEER. This Agreement may be amended only by mutual consent and in writing, signed by both PARISH and ENGINEER.

SECTION 10:

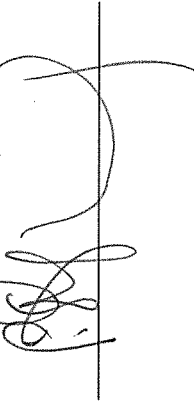
This agreement is executed in four (4) originals. IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

WITNESS



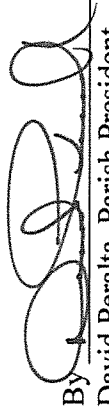






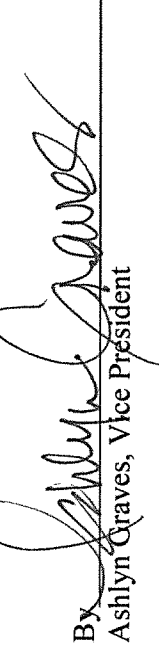
PARISH:

St. Bernard Parish Government

By 
David Peralta, Parish President

ENGINEER:

Evans-Graves Engineers, Inc.

By 
Ashlyn Graves, Vice President