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ST BERNARD PARISH GOVERNMENT

First MORTGAGEE
EVANS GRAVES ENGINEERS INC

Index Type : MORTGAGES

File Number : 601206

Type of Document : AMENDED CONTRACT

Book : 1803 **Page :** 474

Recording Pages : 13

Description : AMENDMENT NO 3 ST BERNARD MISSISSIPPI RIVER LEVEE TOP BIKE PATH AND TRAILHEADS

Recorded Information

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ENGINEERING AGREEMENT – Amendment No. 3 (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. 3 supersedes all previous engineering agreements.

STATE OF LOUISIANA

PARISH OF ST. BERNARD

This Agreement, made and entered into on this 2nd day of June, 2016, by and between

St. Bernard Parish Government,

Appearing hereinafter by and through Guy McInnis, 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 and Trailheads

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 Phases 1 and 2 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. Prepare Phase 3 construction plans and specifications.
3. **Prepare Trailheads construction plans and specifications.**
4. Incorporate the new requirements of the Louisiana Department of Transportation and Development (LDOTD) into the construction plans and specifications.
5. 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.
6. 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 (Phases 1 and 2)
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, PHASES 1 AND 2, INCLUDING DIRECT EXPENSES: $ 31,972.08

2) Supplementary Services: Resident Inspection (Phase 3)
Resident Inspection:
Assumed Maximum Hours: 520 Hours
Hourly Rate: $90.00

DIRECT EXPENSES: Resident Inspection
Mileage: (520 hours / 8 hours per day x 40 mpd = 2600 miles)
Mileage Direct Expense: 2600 * $0.445 per mile = $1,157.00

TOTAL SUPPLEMENTAL SERVICES FOR RESIDENT INSPECTION, PHASE 3, INCLUDING DIRECT EXPENSES: $ 47,957.00

3) **<u>Supplementary Services: Resident Inspection (Trailheads)</u>**
Resident Inspection:
Assumed Maximum Hours: 480 Hours
Hourly Rate: $90.00

<u>DIRECT EXPENSES</u>: Resident Inspection
Mileage: (480 hours / 8 hours per day x 40 mpd = 2400 miles)
Mileage Direct Expense: 2400 * $0.575 per mile = $1,380.00

<u>TOTAL SUPPLEMENTAL SERVICES FOR RESIDENT INSPECTION, PHASE 3, INCLUDING DIRECT EXPENSES: $ 44,580.00</u>

4) <u>Supplementary Services: Corps of Engineers Permitting, Phases 1 and 2</u>

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

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

<u>TOTAL SUPPLEMENTAL SERVICES FOR CORPS OF ENGINEERS PERMITTING: $8,800.00</u>

5) <u>Supplementary Services: Geotechnical Engineering, Phase 3</u>

Geotechnical Engineering (subconsultant):
Maximum Lump Sum Price: $5,000.00

Civil Engineering:
Maximum Lump Sum Price: $1,410.00

<u>TOTAL SUPPLEMENTAL SERVICES FOR GEOTECHNICAL ENGINEERING, PHASE 3: $6,410.00</u>

6) <u>Supplementary Services: Surveying, Phase 3</u>

Surveying:
Maximum Lump Sum Price: $7,230.00

Civil Engineering:
Maximum Lump Sum Price: $1,410.00

<u>TOTAL SUPPLEMENTAL SERVICES FOR SURVEYING, PHASE 3: $8,640.00</u>

7) <u>Supplementary Services: Permitting, Phase 3</u>

Civil Engineering:
Maximum Lump Sum Price: $9,960.00

<u>TOTAL SUPPLEMENTAL SERVICES FOR PERMITTING, PHASE 3: $9,960.00</u>

8) **<u>Supplementary Services: Geotechnical Engineering, Trailheads</u>**

Geotechnical Engineering (subconsultant):
Maximum Lump Sum Price: $17,600.00

Civil Engineering:
Maximum Lump Sum Price: $2,700.00

TOTAL SUPPLEMENTAL SERVICES FOR GEOTECHNICAL ENGINEERING, TRAILHEADS: $20,300.00

9) Supplementary Services: Surveying, Trailheads

Surveying:
Maximum Lump Sum Price: $13,450.00

Civil Engineering:
Maximum Lump Sum Price: $2,100.00

TOTAL SUPPLEMENTAL SERVICES FOR SURVEYING, TRAILHEADS: $15,550.00

10) Supplementary Services: Permitting, Trailheads

Civil Engineering:
Maximum Lump Sum Price: $19,960.00

TOTAL SUPPLEMENTAL SERVICES FOR PERMITTING, TRAILHEADS: $19,960.00

SECTION 5. PAYMENTS:

For all services outlined in SECTION 2.A through SECTION 2.D for the Phases 1 and 2 Project, 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 all services outlined in SECTION 2.A through SECTION 2.D for the Phase 3 Project, the PARISH shall pay the ENGINEER a basic fixed fee of Seventy Thousand Nine Hundred and no/100 Dollars ($70,900.00). 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	$49,560.00 (+/- 70%)
Bidding Phase	$3,540.00 (+/- 5%)
Construction Phase	$17,800.00 (+/- 25%)

For all services outlined in SECTION 2.A through SECTION 2.D for the Trailheads Project, the PARISH shall pay the ENGINEER a basic fixed fee of Twelve Thousand Five Hundred Eighty and no/100 Dollars ($12,580.00). 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	**$9,400.00 (+/- 75%)**
Bidding Phase	**$630.00 (+/- 5%)**
Construction Phase	**$2,550.00 (+/- 20%)**

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:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation**
   Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of $500,000 per accident/per disease/per employee.
   If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law, coverage shall be included and include crewmembers or vessels including transportation, wages, and maintenance with the Employers Liability limit increased to a minimum of $1,000,000.Coverage with an "In Rem" endorsement should the work to be performed involve watercraft.

2. **Commercial General Liability**
   Commercial General Liability insurance, Broad Form Damage, including Personal and Advertising Injury Liability, Contractual Liability for Engineer's obligation assumed hereunder, Independent Engineer's Coverage, Premises/Operations and Products/Completed Operations. There shall be a minimum limit per occurrence of $1,000,000 and a minimum general aggregate of $2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

If applicable, coverage for occurrences results from blasting, explosion or collapse, damage to underground property and injury or destruction of any property resulting there from.

3. **Commercial Automobile Liability**
   Commercial Automobile Liability Insurance shall have a minimum combined single limit per occurrence of $1,000,000. ISO form number CA 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

4. **Excess Umbrella**
   Excess Umbrella insurance may be used to meet the minimum requirements for General Liability and Automobile Liability only.

5. **Professional Liability (Errors & Omissions) Insurance**
   Insurance shall be maintained appropriate to the Engineer's profession, with limits no less than $1,000,000 per occurrence or claim and $2,000,000 aggregate. St. Bernard Parish Government does not have to be named as an additional Insured on this policy.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

The Engineer shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISION

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

   a. The St. Bernard Parish Government, its officers, agents, employees and volunteers shall be named as an Additional Insured with a Waiver of Subrogation as regards negligence by the ENGINEER. ISO Form CG 20 10 (or current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the parish.

   b. The Engineer's insurance shall be primary as respects the St. Bernard Parish Government, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the St. Bernard Parish Government shall be excess and non-contributory of the Engineer's insurance.
   c. The Engineer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage
   The insurer shall agree to waive all rights of subrogation against the St. Bernard Parish Government, its officers, agents, employees and volunteers for losses arising from work performed by the Engineer for the St. Bernard Parish Government.
3. All Coverages
   a. Coverage shall not be canceled, suspended, or voided by either party (the Engineer or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the St. Bernard Parish Government. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Engineer's policy.
   b. Neither the acceptance of the completed work nor the payment thereof shall release the Engineer from the obligations of the insurance requirements or indemnification agreement.

   c. The insurance companies issuing the policies shall have no recourse against the St. Bernard Parish Government for payment of premiums or for assessments under any form of the policies.

   d. Any failure of the Engineer to comply with reporting provisions of the policy shall not affect coverage provided to the St. Bernard Parish Government, its officers, agents, employees and volunteers.

   e. If the Engineer maintains higher limits than the minimum show herein, the St. Bernard

Parish Government shall be entitled to coverage to the higher limits maintained by the ENGINEER.

f. If the Engineer does not maintain proper coverage, he will be given notice to stop work and informed that any such stoppage is a violation of the contract and that the engineer is liable for any losses or delays.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Engineer shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Engineer shall furnish the St. Bernard Parish Government with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the St. Bernard Parish Government before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Engineer shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The St. Bernard Parish Government reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Engineer to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the St. Bernard Parish Government, may be suspended, discontinued or terminated. Failure of the Engineer to purchase and/or maintain any required insurance shall not relieve the Engineer from any liability or indemnification under the contract.

F. SUBCONTRACTOR

Engineer shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The St. Bernard Parish Government reserves the right to request copies of subcontractor s Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Engineer is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that ENGINEER, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the St. Bernard Parish Government, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the St. Bernard Parish Government, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of ENGINEER, its owners, agents and employees. The parties further agree that Engineer is a wholly independent engineer and is exclusively responsible for its employees, owners, and agents. Engineer hereby agrees to protect, defend, indemnify and hold the St. Bernard Parish Government, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Engineer agrees to protect, defend, indemnify, save, and hold harmless, the St. Bernard Parish Government, all departments, Agencies, Boards and commissions, its officers, agents, servants, employees and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of engineer, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by engineer as a result of any claims, demands, suits or causes of action, except those claims, demands, suits or causes of action arising out of the negligence of the St. Bernard Parish Government , Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Engineer agrees to investigate, handle, respond to, provide defense for and defend such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and

expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

SECTION 9. GENERAL:

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

The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession. Where OWNER must have work done by change order or addition resulting from an error or omission by the ENGINEER, ENGINEER shall provide, at no costs to OWNER, all professional services attributable to the change order. This is in addition to OWNER's right to recover from ENGINEER damages for ENGINEER's errors and omissions.

In the event that the ENGINEER modifies the OWNER's contract documents without the express prior written consent of the OWNER, whether such modification is made by the Supplementary Conditions, the Specifications, Addenda, Written Amendments, Change Orders, or in any other manner, the ENGINEER shall indemnify and hold harmless the OWNER from any claims, lawsuits, or damages that arise out of or are attributable to the modification. In particular, this shall include, but not be limited to, modifications to any contract warranties; liquidated damages; payment terms; substantial or final completion; subsurface conditions; drawing requirements; "or-equal" materials; insurance; notice to proceed; change orders; contract amendments; obligations, cuties, or responsibilities of the ENGINEER; etc. This indemnification and hold harmless obligation shall include not only the damages suffered by the OWNER but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the OWNER as a result of the ENGINEER's deviation from the OWNER's contract documents

While in the performance of services or carrying out other obligations under this agreement, the ENGINEER shall be acting in the capacity of independent ENGINEERs and not as employees of the PARISH OF ST. BERNARD. The OWNER shall not be obliged to any person, firm or corporation for any obligations of the ENGINEER arising from the performance of their services under this agreement. The ENGINEER shall be authorized to represent the OWNER with respect to services being performed, dealings with other agencies, and administration and control of construction contracts as indented by the provisions of SECTION 2 hereof.

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 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 OWNER 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 OWNER.

This agreement represents the entire Agreement between OWNER and ENGINEER. This Agreement may be amended only by authority of a St. Bernard Parish in writing, signed by both OWNER and ENGINEER.

This agreement shall be deemed to be a contract made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The ENGINEER hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person. The parties hereto agree that the sole and exclusive venue for any suit or proceeding brought pursuant to this contract shall be the 34th Judicial District Court for the PARISH OF ST. BERNARD, State of Louisiana.

This Agreement is personal to each of the parties hereto, and none of the parties may assign or delegate any rights or obligations hereunder.

ENGINEER agrees to decline any offer of work, whether as an independent ENGINEER or employee, if such work would (a) affect ENGINEER's independent professional judgment with respect to its performance of the Services or (b) in any way interfere with ENGINEER's ability to discharge any of its obligations under this Agreement. The initial determination of whether any offer of work would present such a conflict of interest shall rest with ENGINEER. However, ENGINEER shall be obligated to notify OWNER and provide full disclosure as to any possible adverse effects of such work as it relates to ENGINEER's independent professional judgment or the discharge of any of its obligations under this Agreement. Final decision as to whether any such work proposes a prohibited conflict of interest shall rest with OWNER.

In performing the Services, ENGINEER shall, at its own expense, comply with all applicable federal, state and local laws, regulations and codes. ENGINEER shall be obligated to immediately notify St. Bernard Parish Government in writing of any notice or allegation of wrongdoing or of any material third-party complaint relating to this Agreement.

The failure of any party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal and not subject to reformation, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

This Agreement is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party hereto.

OWNER and ENGINEER each acknowledge and agrees that time is of essence in the performance Agreement.

This Agreement shall be non-exclusive. Accordingly, ENGINEER shall be free to provide services to other clients, and OWNER shall be free to engage the services of other ENGINEER for the provision of some or all of the Services set forth in this Agreement.

No elected official or employee of OWNER shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child or parent of any elected official or employee of OWNER shall be deemed to be a financial interest of such elected official or employee of OWNER. Any willful violation of this provision, with the expressed or implied knowledge of ENGINEER, shall render this Agreement voidable by OWNER.

No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

ENGINEER specifically acknowledges that in entering into and accepting this Agreement, ENGINEER relies solely upon the representations and agreements contained in this Agreement (including attachments hereto) and no others. This Agreement supersedes and replaces any and all prior agreements, negotiations and discussions between the parties hereto with regard to the terms, obligations and conditions herein.

ENGINEER acknowledges that he is tracking, measuring and insuring all of his eligible employees and abiding by the Affordable Care Act or attests that he is exempt from the law.

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

Teri Baskey

PARISH:
St. Bernard Parish Government

By _____
Guy McInnis, Parish President

ENGINEER:
Evans-Graves Engineers, Inc.

By _____
Ashlyn Graves, Vice President

St. Bernard Mississippi River Levee Top Multi-Use Path
TRAILHEAD DESIGN, PERMITTING, AND CONSTRUCTION

Proposal for Amendment to the contract between SBPG and E-G dated August 2010

May 3, 2016

PHASE I - DESIGN: PREPARE DOCUMENTS FOR CONSTRUCTION BIDDING

FEE BASIS: includes design of four (4) separate trailhead and ramp facilities of asphalt and concrete construction, including parking and amenities but not including structures.

Category	*Manhours*	*Rate*	*Subtotal*
Principal (P.E.)	4	$185.00	$740.00
Senior Engineer (P.E.)	12	$145.00	$1,740.00
Senior Designer	24	$100.00	$2,400.00
Technician	40	$80.00	$3,200.00
Administrative Asst.	24	$55.00	$1,320.00
PHASE SUBTOTAL			$9,400.00

PHASE II - ENGINEERING SERVICES DURING BIDDING AND CONSTRUCTION

FEE BASIS: includes attending pre-bid meeting, responding to questions during bidding, issuing Addenda, bid tabulations, letter of award recommendation, attending pre-construction meeting, responding to RFI and questions during construction, reviewing submittals and pay applications, and periodic site vists. This Phase does NOT include full-time project inspection.

Category	*Manhours*	*Rate*	*Subtotal*
Principal (P.E.)	2	$185.00	$370.00
Senior Engineer (P.E.)	6	$145.00	$870.00
Senior Designer	14	$100.00	$1,400.00
Technician	4	$80.00	$320.00
Administrative Asst.	4	$55.00	$220.00
PHASE SUBTOTAL			$3,180.00

PHASE III - FULL-TIME RESIDENT INSPECTION (T.B.D.)

To Be Determined based on construction schedule as design is finalized.

Category	*Manhours*	*Rate*	*Subtotal*
Inspector		$90.00	
Mileage and Expenses			
PHASE SUBTOTAL			T.B.D.

PHASE IV - PERMITTING

FEE BASIS: includes preparing, submitting, and obtaining DNR Joint Coastal Use Permit and Letters of No Objection from USACE and LBBLD Does not include permit application fees, which will be paid by SBPG.

St. Bernard Mississippi River Levee Top Multi-Use Path
TRAILHEAD DESIGN, PERMITTING, AND CONSTRUCTION

Proposal for Amendment to the contract between SBPG and E-G dated August 2010

May 3, 2016

Category	*Manhours*	*Rate*	*Subtotal*
Principal (P.E.)	16	$185.00	$2,960.00
Regulatory Compliance Specialist	40	$110.00	$4,400.00
Senior Designer	40	$100.00	$4,000.00
Technician	80	$80.00	$6,400.00
Administrative Asst.	40	$55.00	$2,200.00
PHASE SUBTOTAL			$19,960.00

PHASE V - GEOTECHNICAL SERVICES
For Levee Slope Stability Analyses as requested by USACE and LBBLD.

Category	*Manhours*	*Rate*	*Subtotal*
Principal (P.E.)	4	$185.00	$740.00
Senior Engineer (P.E.)	8	$145.00	$1,160.00
Senior Designer	8	$100.00	$800.00
Geotechnical Services	Lump	$17,600.00	$17,600.00
(purchased services by subconsultant Eustis Engineering, Inc.)			
PHASE SUBTOTAL			$20,300.00

PHASE VI - SURVEYING SERVICES
Topographic and Boundary Surveys at each site.

Category	*Manhours*	*Rate*	*Subtotal*
Principal (P.E.)	2	$185.00	$370.00
Senior Engineer (P.E.)	2	$145.00	$290.00
Senior Designer	8	$100.00	$800.00
Technician	8	$80.00	$640.00
Surveying Services	Lump	$13,450.00	$13,450.00
PHASE SUBTOTAL			$15,550.00

SUBTOTAL ENGINEERING PHASES I and II	**$12,580.00**
SUBTOTAL INSPECTION PHASE III	**T.B.D.**
SUBTOTAL SUPPLEMENTAL PHASES IV thru VI	**$55,810.00**
GRAND TOTAL ALL PHASES (I thru VI)	**$68,390.00**