

St. Bernard Parish Conformed Copy

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ST BERNARD PARISH GOVERNMENT
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CHALMETTE, LA 70043

First MORTGAGOR

ST BERNARD PARISH GOVERNMENT

First MORTGAGEE

DIGITAL ENGINEERING AND IMAGING INC

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Description : AGREEMENT NO. 1 PROJECT ST. BERNARD PARISH DRINKING WATER REVOLVING LOAN AND WATERLINE REPLACEMENT PROJECT

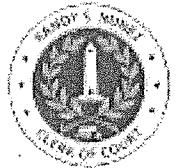
Recorded Information

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

On (Recorded Date) : 03/23/2015



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AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: May 14, 2014
- b. Owner: St. Bernard Parish Government
- c. Engineer: Digital Engineering and Imaging, Inc.
- d. Project: St. Bernard Parish Drinking Water Revolving Loan and Waterline Replacement Project

2. *Description of Modifications:*

- a. Exhibit A – Part 2 A2.01.A.1.n to the Original Professional Services Agreement shall be removed and replaced with the following:
 - n. Ensure that Contractors maintain and provide adequate AIS verification documentation (i.e. Manufacturer’s Certification, Waiver Documentation, etc.) to the water system and DWRLF for meeting the project’s American Iron and Steel Requirement.
- b. Exhibit C to the Original Professional Services Agreement shall be removed and replaced with the following:

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

ARTICLE 2 – Owner’s Responsibilities

C2.01 Compensation For Basic Services (other than Resident Project Representative, Direct Expenses and Geotechnical and Materials Testing Sub-Consultants) – lump sum method of payment conditioned upon closing of the first phase of the Louisiana Department of Health and Hospitals Drinking Water Revolving Loan in the amount of \$11,000,000.00.

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative and Post-Construction Phase services, if any, as follows:

- 1. A lump sum amount of \$141,890.00 to complete the Basic Services for Project 1 – Waterline Replacements to close the LDHH loan. The fee is based from ASCE Curve B – Median Compensation for Basic Services Expressed as a Percentage of Net Construction Cost for Projects of Average Complexity.

2. The lump sum amount includes compensation for Engineer's services and services of Engineer's consultants, if any. Appropriate amounts have been incorporated in the lump sum amount to account for labor, overhead and profit.
3. The portion of the lump sum amount billed for Engineer's services for Project 1 – Waterline Replacements to close the LDHH loan will be based upon the following estimated distribution of compensation:

Preliminary Design Phase	\$35,472.50
Final Design Phase	\$63,850.50
Bidding Phase	\$ 7,094.50
Construction Phase/ Record Drawings	\$35,472.50

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.

C2.02 (Not Used)

C2.03 (Not Used)

C2.04 (Not Used)

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

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

1. *General.* For services of Engineer's employees engaged directly on the Project pursuant to paragraph A2.01.A.20, an amount equal to the lump sum negotiated amount or the cumulative hours charged to the Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
2. An additional services amount of \$526,000.00 to complete the Additional Services as described below:

LDHH Loan Program Administration Additional Services

Business Plan (Lump Sum)	\$15,000.00*
Phase 1 - \$11 M LDHH Loan Administration/Management (3.5% of Loan) (hourly not to exceed)	\$385,000.00
Phase 2 - \$10 M LDHH Loan Administration/Management	\$TBD**
System Improvement Plan with Environmental Impacts (Lump Sum)	\$108,000.00*
Comprehensive System-Wide Operation and Maintenance (O&M) Manual (Lump Sum)	\$8,000.00
Davis Bacon Act Compliance Management (hourly not to exceed)	\$10,000.00

*These additional services were part of the original agreement and are not added as part of this Amendment No. 1.

**Loan Administration/Management fee for Phase 2 - \$10 M LDHH Loan will be negotiated at a later date.

B. Other Provisions Concerning Payment for Additional Services

1. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.
2. Subconsultant services for materials testing services will be reimbursed at cost with a 10% mark up by the prime consultant/engineer.

The Not-to-Exceed amount for each category of subconsultant services is:

Materials Testing Services Project 1 (Includes 10% Markup) - \$11,000.00

C. Total Proposed Fee

For all engineering services outlined in Exhibit C the Owner shall pay Engineer a total proposed fee not to exceed \$678,890.00.

c. Agreement Summary (reference only)

a. Original Agreement amount:	<u>\$123,000.00</u>
b. Net change for prior amendments:	<u>\$0.00</u>
c. This amendment amount:	<u>\$555,890.00</u>
d. Adjusted Agreement amount:	<u>\$678,890.00</u>

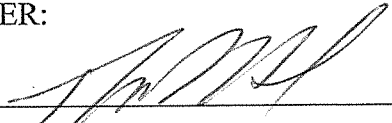
The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

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 _____.

OWNER:

ENGINEER:





By: David E. Peralta

By: Thomas P. Hickey

Title: St. Bernard Parish President

Title: President, Digital Engineering

Date Signed: 2-9-15

Date Signed: 2/4/15