

# St. Bernard Parish Conformed Copy

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Clerk of Court  
St. Bernard Parish Courthouse  
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**Received From :**

ST BERNARD PARISH GOVERNMENT  
8201 W JUDGE PEREZ DRIVE  
ATTN ANGEL IN LEGAL  
CHALMETTE, LA 70043

**First MORTGAGOR**

ST BERNARD PARISH GOVERNMENT

**First MORTGAGEE**

DIGITAL ENGINEERING AND IMAGING INC

**Index Type :** MORTGAGES

**File Number :** 593870

**Type of Document :** AMENDED CONTRACT

**Book :** 1775      **Page :** 14

**Recording Pages :** 4

**Description :** AMENDMENT NO 2- PROJECT -DRINKING WATER REVOLVING LOAN AND WATERLINE REPLACEMENT

## 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) : 08/17/2015

At (Recorded Time) : 11:46:56AM



Doc ID - 007578200004

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 2**

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 C to the Original Professional Services Agreement shall be amended with the following:  
Article 2 of the Agreement is amended and supplemented to include resident project representative services:

ARTICLE 2 – Owner’s Responsibilities

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 \$115,440.00 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**
Resident Project Representative (hourly not to exceed)	\$115,440.00

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

\*\*These additional services were part of Amendment No. 1 and are not added as part of this Amendment No. 2.

\*\*\*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 \$794,330.00.

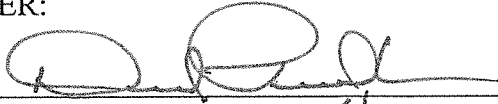
c. *Agreement Summary (reference only)*

a. Original Agreement amount:	<u>\$123,000.00</u>
b. Net change for prior amendments:	<u>\$555,890.00</u>
c. This amendment amount:	<u>\$115,440.00</u>
d. Adjusted Agreement amount:	<u>\$794,330.00</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 8/14/15.

OWNER:

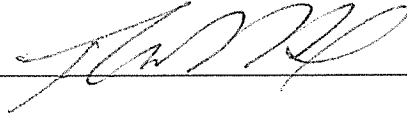
  
HJN

By: David E. Peralta

Title: St. Bernard Parish President

Date Signed: 8/14/15

ENGINEER:



By: Thomas P. Hickey

Title: President, Digital Engineering

Date Signed: 8/11/15