

# St. Bernard Parish Conformed Copy

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**Randy S. Nunez**  
**Clerk of Court**  
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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**

DIGITAL ENGINEERING AND IMAGING INC

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**Description :** AMENDMENT NO 4 DRINKING WATER REVOLVING LOAN AND WATERLINE REPLACEMENT PROJECT

## 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) : 02/08/2017

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**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 4**

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 section C2.05 shall be removed and replaced with the following:

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 \$1,193,440.00 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 LDH Loan Administration/Management (3.5% of Loan) (hourly not to exceed)	\$385,000.00*
System Improvement Plan with Environmental Impacts (Lump Sum) Phase 1 - Comprehensive System-Wide Operation and Maintenance (O&M) Manual (Lump Sum)	\$108,000.00*
Phase 1 - Davis Bacon Act Compliance Management (hourly not to exceed)	\$8,000.00*
Phase 1 - Materials Testing (hourly not to exceed)	\$10,000.00*
Phase 1 - Resident Inspection (hourly not to exceed)	\$17,000.00*
	\$115,440.00*

Phase 2 - \$13 M LDH Loan Administration/Management (3.5% of Loan) (hourly not to exceed)	\$455,000.00
Phase 2 - \$13M LDH Loan Operation and Maintenance (O&M) Manual (lump sum)	\$20,000.00
Phase 2 - \$13M LDH Loan Davis Bacon Act Compliance Management (hourly not to exceed)	\$60,000.00

\*These additional services were part of the original agreement/amendment nos. 1, 2 and 3 and are not added as part of this Amendment No. 4.

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) - \$17,000.00

C. Total Proposed Fee

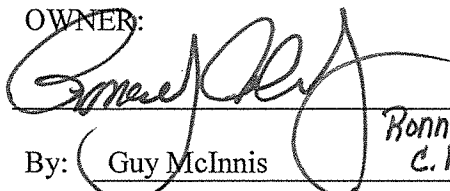
For all engineering services outlined in Exhibit C the Owner shall pay Engineer a total proposed fee not to exceed \$1,335,330.00.

- b. Replace Appendix 1 to Exhibit C in the original agreement with the attached Appendix 1 to Exhibit C.
- c. *Agreement Summary (reference only)*

a. Original Agreement amount:	<u>\$123,000.00</u>
b. Net change for prior amendments:	<u>\$677,330.00</u>
c. This amendment amount:	<u>\$535,000.00</u>
d. Adjusted Agreement amount:	<u>\$1,335,330.00</u>

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

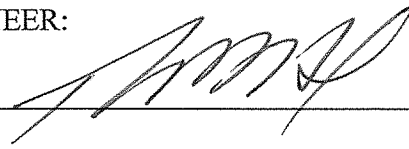
Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is February 7, 2017.

OWNER:  
  
By: Guy McInnis

Ronnie Alonzo  
C.A.O.

Title: St. Bernard Parish President

Date Signed: 2/7/2017

ENGINEER:  
  
By: Thomas P. Hickey, P.E.

Title: President, Digital Engineering

Date Signed: 1/18/17

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Amendment No. 4 between Owner and Engineer for Professional Services** dated \_\_\_\_\_, 2017.

**Standard Hourly Rates Schedule**

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**A. Standard Hourly Rates**

1. Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually (~~as of \_\_\_\_\_~~) to reflect equitable changes in the compensation payable to Engineer.
3. The Standard Hourly Rates apply only as specified in Article C2.

**B. Schedule**

Hourly rates for services performed on or after the date of the Agreement are:

Category	Billing Rate
Principal-----	\$260.00
Vice President-----	\$210.00
Project Manager-----	\$175.00
Senior Civil Engineer -----	\$165.00
Civil Engineer -----	\$140.00
Electrical Engineer -----	\$140.00
Civil Engineer Intern -----	\$95.00
Senior CAD Technician -----	\$122.00
CAD Drafter-----	\$85.00
Construction Manager -----	\$138.00
Resident Inspector -----	\$74.00
Clerical -----	\$65.00
DBA Labor Compliance Officer -----	\$95.00

The above hourly billing rates may be updated no more than once per year from the date of execution of this agreement.