AMENDMENT TO CONTRACT FOR
ARCHITECT & ENGINEERING SERVICES
ST. JOHN PARISH RESERVE DRAINAGE PROJECT PHASE III

Be it known, that on this 21st day of December, 2016, St. John the Baptist Parish Council, (hereinafter referred to as "PARISH") hereby amends its contract with Buchart Horn, Inc., (hereinafter referred to as "ENGINEER"), dated February 19, 2015, under the following terms and conditions.

SCOPE OF SERVICES
This Amendment No. 1 shall amend the services to be performed by ENGINEER for PARISH as set forth in Exhibit A (Supplemental Statement of Work), attached hereto.

PAYMENT TERMS
In consideration for the additional services described above, PARISH hereby agrees to provide additional compensation to ENGINEER as set forth in Exhibit B (Supplemental Pricing Schedule), attached hereto.

TERM OF CONTRACT
This amendment to the original contract shall extend the contract time by an additional ninety (90) days. The term of the contract may be further extended in ninety (90) day intervals up to two (2) times as stipulated in the original contract at the discretion of the PARISH.

Except as set forth in this Amendment, the contract is unaffected and shall continue in full force and effect in accordance with its terms.

THUS DONE AND SIGNED in St. John the Baptist Parish, Louisiana on the day, month and year first written above.
IN WITNESS WHEREOF, the parties have executed this Agreement as of this 89th day of December, 2016.

WITNESS: 

[Signature]

PARISH: ST. JOHN THE BAPTIST PARISH
By: Natalie Robottom
Title: Parish President

ENGINEER
BUCHART HORN, INC.
By: Stephanie Phillips
Title: REGIONAL MANAGER
Exhibit A
Scope of Work

SUPPLEMENTAL STATEMENT OF WORK

Description of Changes to the Project
PARISH wishes to extend the subsurface drainage system, as designed under the original scope of work of the AGREEMENT. This Contact Amendment No. 1 will extend the subsurface drainage system along both sides of E. 24th Street and along the west side of Melius Drive from the southern end of the project as designed under the original scope of work to the south side of Sweet Loraine Drive.

Additional Topographic Surveying
ENGINEER is to conduct a supplemental topographic survey of the subsurface drainage system recently installed by PARISH Department of Public Works crews along the north side of Sweet Loraine between Melius Drive and E. 24th Street to supplement the topographic survey already conducted in that area as part of the AGREEMENT.

Additional A/E Design Services
ENGINEER shall prepare and provide four additional or revised plan & profile sheets for incorporation into the Phase III Construction Documents. The new or revised plan & profile sheets shall be sealed and signed by a Professional Engineer licensed to practice engineering in Louisiana. ENGINEER shall provide the following deliverables: three (3) full-size copies of the new or revised sheets, three (3) half-size copies of the new or revised sheets, three (3) copies of a draft Change Order with quantity breakdown and construction price change calculated using contract unit prices, and copies of the new or revised sheets transmitted electronically. The electronic submittal shall include PDF (Adobe Acrobat) files of all documents, DWG (AutoCAD 2016) files of the new or revised sheets, and a DOC (MS Word 2010) file of the draft Change Order.

Additional Construction Administration
ENGINEER shall provide additional Construction Administration for the project for a construction time increase of 45 calendar days. These services shall include advising the Parish and acting as the Parish’s representative during the construction time extension, making two (2) periodic site visits to observe the progress of the work and evaluate the progress for general conformance with the design intent during the construction time extension, reviewing and certifying Contractor’s applications for payment for work performed during the time extension, conducting the Substantial Completion Inspection for the added construction scope, preparing a Substantial Completion punchlist for work covered under the additional scope, conducting a Final Walkthrough for the added scope, and preparing Construction Record Drawings for the new sheets.

Additional Resident Inspection
ENGINEER shall provide additional Resident Inspection for the project for a construction time increase of 45 calendar days. The Resident Project Representative (RPR) shall review and be familiar with the new or revised plan and profile sheets. During the construction time extension, the RPR shall attend additional Monthly Progress Meetings, Job Conferences and other project related meetings and prepare and circulate copies of meeting minutes during the proposed time extension.
During the construction time extension, the RPR shall continue to be the primary liaison between the Engineer and the Contractor and will continue to assist the Contractor in understanding the intent of the Contract Documents. During the construction time extension, the RPR shall continue to prepare daily logs describing the progress of the work, weather conditions, Contractor’s hours on the job site, Contractor questions, decisions, site visitors, and general observations, and send copies to the Engineer and the Parish. The daily logs shall generally include photographs as additional documentation of the Contractor’s progress. During the construction time extension, the RPR shall continue to review the Contractor’s applications for payment for verification of the quantities completed prior to submission to the Engineer. The RPR shall assist the Engineer in conducting the Substantial Completion Inspection for the added construction scope, preparing the Substantial Completion Punchlist for work covered under the added construction scope, and conducting the Final Walkthrough for the added construction scope.
Exhibit B

Fee Schedule

SUPPLEMENTAL PRICING SCHEDULE

Engineer will perform the services required under this contract at the rates specified below:

**Additional Services**
- Additional Topographic Survey: $1,205
- Final Design for Pipe Extensions: 20,000
- Additional Construction Administration: 5,000
- Additional Resident Inspection: 12,000

**TOTAL:** $38,205
December 28th, 2016

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1801 W. Airline Hwy.
LaPlace, LA 70068

Dear Mrs. Robottom:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, December 27th, 2016.

"Councilman Sorapuru moved and Councilwoman Remondet seconded the motion to grant administration authorization to amend the contract with Buchart Horn, Inc. for the Reserve Drainage Project Phase III. The motion passed with Councilmen Madere and Perrilloux absent."

CERTIFICATION

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 27th day of December, 2016.

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council
ADDENDUM No. 1
ARCHITECT & ENGINEERING SERVICES
Reserve Drainage Project Phase III

Be it known, that on this 14th day of November, 2016, St. John the Baptist Parish Council, (hereinafter referred to as "PARISH") and Buchart Horn, Inc., (hereinafter referred to as "ENGINEER"), do hereby amend its contract dated on February 19, 2015.

TERM OF CONTRACT
This Addendum No. 1 shall allow an additional 180 calendar days for engineering and design services, with all associated design tasks and deliverables to be completed and submitted to the Parish by July 26, 2017.

All terms and conditions not addressed herein shall remain as stated in the February 19, 2015 contract.

THUS DONE AND SIGNED in St. John the Baptist Parish, Louisiana on the day, month and year first written above

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 14th day of November 2016

WITNESS:
Deanna Schexnard

PARISH:
ST. JOHN THE BAPTIST PARISH

By: Natalie Robottom
Natalie Robottom
Parish President

WITNESS:
Karen Atchison

ENGINEER:
Buchart Horn, Inc.

By: Stephanie L. Phillips
Title: REGIONAL MANAGER
Be it known, that on this 13 day of October, 2014, St. John the Baptist Parish Council, (hereinafter referred to as "PARISH") and Buchart Horn, Inc. 18163 E. Petroleum Drive, Suite A, Baton Rouge, LA 70809, (hereinafter referred to as "ENGINEER"), do hereby enter into this "Contract" under the following terms and conditions.

SCOPE OF SERVICES
The services to be performed by Engineer for Parish under this Agreement ("Services") are set out in Exhibit A (Statement of Work), incorporated herein by reference. The Services are to be performed in support of the project identified in Exhibit A: Statement of Work.

PAYMENT TERMS
In consideration of the services described above, Parish hereby agrees to provide compensation to the Engineer in accordance with its fee schedule listed in Exhibit B: Pricing Schedule.

All payments must be approved by the Capital Projects Administrator and the Director of Public Works.

The Engineer shall submit to the Program Manager its standard monthly invoice describing the Services performed and expenses incurred during the preceding month. The Program Manager shall review, adjust as necessary, and forward to Parish for Payment. Parish shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to Engineer within 30 calendar days after receipt of Engineer's monthly invoice.

Engineer shall submit to the Program Manager its standard monthly invoice describing the Services performed and expenses incurred during the preceding month. The Program Manager shall review, adjust as necessary, and forward to Parish for Payment. Parish shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to Engineer within 30 calendar days after receipt of Engineer's monthly invoice.
INSURANCE

Engineer shall meet or exceed the Parish's Insurance Requirements as listed in Exhibit C: Insurance Requirements.

MONITORING PLAN

This Contract shall be monitored by the Capital Projects Administrator and Director of Public Works as plans are developed. The monitoring plan will include a review of the services delineated in Exhibit A: Statement of Work to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The contractor shall submit a monthly summary of activities in accordance with the attached statement of work.

TAXES

Engineer hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be engineer's obligation. Engineer is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

Parish may terminate this Contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of this Contract, provided that Parish shall give the Engineer written notice specifying the Engineer's failure.

TERMINATION FOR CONVENIENCE

Parish may terminate this Contract at any time by giving thirty (30) days written notice to the Engineer. The Engineer shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to Engineer by Parish shall remain the property of Parish, and shall be returned by Engineer to Parish, at Engineer's expense, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Engineer in connection with the performance of the services contracted for herein shall become the property of Parish, and shall, upon request, be returned by Engineer to Parish, at Engineer's expense, at termination or expiration of this Contract. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer.

NON-ASSIGNABILITY

Engineer shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of Parish. This provision shall not be construed to prohibit the Engineer from assigning its bank, trust company, or other financial institution any money due or
to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to Parish.

AUDITORS

It is hereby agreed that Parish shall have the option of auditing all accounts of Engineer which relate to this Contract.

TERM OF CONTRACT

This Contract shall begin on the date referenced on the first page of this document and shall be for a term of two hundred forty (240) days for the design portion of the project and an additional one hundred eighty (180) days for bid phase and construction phase with the option to extend the contract in ninety (90) day intervals up to three (3) times at the discretion of the Parish.

INDEMNITY

To the fullest extent permitted by law, Engineer shall indemnify and hold harmless and defend the Parish and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Engineer.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this Contract shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Contract, and in such an event, this Contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

NOTICES

All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, first class postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, by acknowledged e-mail, or to such other address or written form of communication as the parties may substitute by written notice, by giving at least 7 days notice of such change.

<table>
<thead>
<tr>
<th>If to Parish:</th>
<th>If to Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATTN: Parish President</td>
<td>ATTN: Regional Operations Manager</td>
</tr>
<tr>
<td>St. John the Baptist Parish</td>
<td>Buchart Horn, Inc.</td>
</tr>
<tr>
<td>1801 W. Airline Hwy.</td>
<td>18163 E. Petroleum Drive, Suite A</td>
</tr>
<tr>
<td>LaPlace, Louisiana 70068</td>
<td>Baton Rouge, LA 70809</td>
</tr>
</tbody>
</table>
EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes. Engineer must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors' misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

Pursuant to Louisiana Revised Statute 38:2224 and Louisiana Revised Statute 23:1726(B), Engineer must certify that neither he, nor anyone acting on behalf of Engineer, either directly or indirectly, employed, paid nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this contract, other than persons regularly employed by Engineer. Engineer further affirms that no part of the contract price was paid or will be paid to any person, firm, association, or other organization for soliciting this contract, other than payment to person regularly employed by Engineer in the regular course of their employment duties for Engineer. Engineer further agrees that it will continue to properly classify each employee for unemployment compliance purposes.

E-VERIFY PROGRAM

Pursuant to Louisiana Revised Statute 38:2212.10, engineer must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with Saint John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. Engineer must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

DISCRIMINATION CLAUSE

The Engineer agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.
THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 19 day of February 2015.

WITNESS:

PARISH:
ST. JOHN THE BAPTIST PARISH

By: Natalie Robottom
Parish President

WITNESS:

ENGINEER:
BUCHART HORN, INC.

By: Jacob M. Loeske, PE, LSI
Regional Operations Manager
Exhibit A
STATEMENT OF WORK

PROJECT DESCRIPTION

This project shall be known as the Reserve Drainage Improvements Project Phase III and in general involves Topographic Surveying, Design, Bid Phase Services, and Permitting for installation of drainage improvements located in Reserve, LA. The exact quantities and locations for these proposed improvements will be reviewed and agreed upon during the Schematic Design Phase of this project.

GENERAL OVERVIEW

The Scope of Services consists of providing Engineering and Architectural Services to St. John the Baptist Parish Government (PARISH) for design of the Reserve Drainage Improvements Project Phase III to include ditch work, and culvert and catch basin installation and alignment.

Additional Services (Topographic Surveying and Permitting)

Topographic Surveying

The surveyor is responsible for performing a topographic survey for preparation of drainage improvements that is to be used for preparing plans and specifications for construction of the proposed improvements to the subsurface and open swale drainage conveyance system within the limits defined as follows:

- CN Railroad – cross drains, inverts, open swale ditch limits
- East side of LA 3179 (22nd Street) from CN Railroad to US 61 (Airline Hwy)
- E 27th Street, E 26th Street, Melius Drive, E 24th Street – roadside ditches

The topographic survey shall include:
- LA ONE CALL for project limits on above image
- Location, description, size, and material of underground utilities such as sewer, telephone, cable, gas, water, and electrical shall be located from surface features such as valve boxes, meters, fire hydrants, power poles, man holes, etc., and paint markings by LA ONE CALL and Parish representatives.
- GIS shape files depicting properties will be furnished by the Parish. The intent is to establish an approximate boundary line by overlaying on the survey.
- Provide line work for top and bottom of open swale ditches (north and south of CN Railroad also), culvert inverts with material and size, driveways with material, fences, and other surface features (mailboxes, roadway signage, etc.) Provide ground elevation shots not to exceed 50-ft spacing in order to create a surface file (the roadway cross-section detailing top, toe, toe, top, EOP, CL, EOP, top, toe, toe, top suffices for these ground shots).
- The surveying deliverable shall contain a CD inclusive of the electronic survey (*.dwg), control notes, ASCII file consistent to the submitted survey data (point, northing, easting, elevation, and description), electronic surface file (land xml), and copies of pages from any data within the field book.
Permitting

The consultant shall obtain the necessary permits in order to bid the project.

A/E Basic Services

The Engineer is responsible for providing the necessary topographic survey(s) and confirming field layout.

A/E Basic Services Scope of Work

The Engineer will provide Preliminary, Intermediate, and Final Design Phase services, provide preliminary and final Statements of Probable Cost, develop required plans and site sheets or other visualizations and present them to the Parish and other stakeholders, provide technical specifications, provide plans and details, and participate in stakeholder meetings. The Engineer shall supervise the bid process and all included pre-bid and pre-construction conferences as required. In addition, the Engineer shall provide the required personnel to inspect and supervise the construction of the proposed improvements in accordance with the plan documents design.

The Engineer shall be responsible for the preparation of a suitable set of Bidding Documents meeting all requirements of the Louisiana State Bid Law and designed not to exceed a specific estimated construction cost approved by the Parish. In the event that the lowest qualified bid exceeds the Engineer’s Opinion of Probable Cost by more than 15%, Engineer shall modify the design and support re-bid efforts at no additional cost to the Parish.

The Engineer shall not proceed with any engineering services without Parish approval and shall not proceed with any subsequent design development phase without written authorization from the Owner.

Specific duties for the A/E under the Basic Services Phases include:

Preliminary, Intermediate, & Final Design Phases

- Prepare Preliminary 30% Plans

The Engineer shall prepare preliminary (30%) design documents in such format and detail as required by the Parish, consisting of drawings, list of specification sections, and other documents illustrating the general scope, scale and relationship of the project components for the written approval of the Parish. Technical specifications shall follow the 3-part Construction Specifications Institute (CSI) format and be organized using the Master Format, 47 Division layout. All documentation provided shall be applicable to this project and consistent with commonly accepted engineering practices. Parish will provide Division 0 and Division 1 requirements to the A/E. Deliverables at the 30% design stage are:

* 5 Sets Preliminary Design Report including Scope of Work, Alternative Option Analysis, Preliminary Design Calculations & Assumptions, Geotechnical Investigation, and Topographic Survey

* 5 Sets Preliminary Drawings, full size

* 5 Sets Preliminary Opinion of Probable Cost

* 5 Sets Preliminary Specifications Listing
• Prepare Intermediate 60% Plans

After receipt of comments and joint review by Parish and A/E, A/E shall incorporate comments and advance design to the 60% level. Plans shall be dimensioned and include elevations, sections, general notes, and a 3D rendering of the Building. Deliverables to the Parish at this stage of design are:

* 5 sets of bound full size drawings,
* 5 sets of bound preliminary specifications
* Updated Opinion of Probable Cost
* Proposed Bid Form
* Preliminary material and equipment selections and justification for selection
* Narrative explaining the disposition of each comment raised in the review of 30% design documents

• Prepare 90% Plans

90% plans shall be complete plans and Bidding Documents for final review. Plans shall be dimensioned plans, elevations, sections, details (including any special details), general notes and schedules of all engineering, landscaping, civil, structural, mechanical, electrical work and other project related design components in the Project in general conformity commonly accepted engineering standards and practices and in strict conformity with Louisiana State Bid Law. Specifications shall be completely expanded as final specifications. All documentation shall be prepared to final design standards and suitable for tender in its submitted form. Deliverables under this stage of design are:

* 5 sets of bound full size drawings
* 5 sets of bound specifications
* 5 sets of bound Bid Documents
* Updated Opinion of Probable Cost
* Bid Form
* Narrative explaining the disposition of each comment raised in the review of 60% design documents

• Prepare Final Plans

Final Plans and Bidding Documents shall incorporate comments from review of 90% design review and shall be complete in every way. Comments from 90% review should be minimal. Plans and technical specifications shall be sealed and signed by a Professional Engineer licensed to practice in Louisiana. All documentation shall be suitable for tender in its submitted form. Deliverables under this stage of design are:

* 5 sets of bound full size drawings
* 5 sets of bound specifications
* 5 sets of bound Bid Documents
* Final Opinion of Probable Cost
* Final Bid Form
* Narrative explaining the disposition of each comment raised in the review of 90% design documents
* 2 each CD-ROMs each containing separate files of design drawings in native format (AutoCAD 13 or newer), separate files of design drawings in PDF, separate files of specifications in native format (MS Word 2010 or newer), separate files of specifications in PDF, a single file of combined PDF drawing files, and a single file of combined PDF specification files.

**Opinion of Probable Cost.**

The Engineer shall submit to the Parish an Opinion of Probable Construction Cost in the same organizational format as the Bid Form and subdivided to account for each item of scope. The estimate detail and backup shall include the units, quantities, and cost per unit for labor material and equipment and extended total for each. Apply subcontractor markups, overhead, and profit separately to arrive at unit prices for each item of scope. Backup documents must identify the source of cost information for each item, i.e., RS Means, Construction On-Line, vendor quotes, etc.

**Technical specifications.**

Prepare technical specifications and incorporate Parish front end documents, General Conditions, and Special Provisions related to the specific project for inclusion into the bid package.

* A/E shall prepare Technical Specifications for the materials, processes, and systems to be incorporated in the work, using the 47 Division format and 3-part construction of the Construction Specifications Institute. The Parish will provide the framework for Advertisement, the General Conditions, the Supplemental Conditions, its General Notes, and other non-standard portions of contract documents. The Engineer shall work with the Parish to incorporate specific Parish requirements into the Bid Documents.

* The Engineer shall consult with the Parish to determine if a Prevailing Wage Determination from the Secretary of Labor should be included with the Documents and obtain one if necessary.

**Other Requirements**

* Coordinate with utilities and agencies having assets within construction area, and other stakeholders
* Coordinate with supplemental services consultants (i.e. surveyors, geotechnical, abatement, material testing, etc.) Available reports from geotechnical engineering and/or surveyors shall be supplied by CLIENT. Engineer shall rely on those reports in its design.

* Conduct pile test as part of design.
* Prepare and submit necessary permits incident to design
Additional Project Coordination between Engineer and Others

The Engineer shall prepare the necessary documents, i.e. reports, cost estimates, plans, details, site sheets, etc. for review by federal and state stakeholder representatives. The Engineer shall present the design phase documents to the Owner and any federal and state stakeholders for review and approval.

The Engineer shall coordinate with the Parish, Parish Departments, Facility Managers, and End-Users of the facility to determine the needs and parameters to meet the function, capacity, and size of the facility. The Engineer shall schedule design meetings with the Owner and End-Users to discuss design elements. Owner requested upgrades, additions, or modifications to design which are not eligible for federal funding and shall be tracked and accounted separately.

PROJECT SCHEDULE

The Engineer shall provide a logic driven CPM schedule to the Owner to complete the Design and an anticipated Construction schedule. Schedule may be constructed in Microsoft Project (2010 or newer), Primavera P6 (current version), or other computer based scheduling software acceptable to the Parish. Bar Chart Schedules constructed in Excel or graphics software are not acceptable.

The Schedule will provide summaries and milestones for completion of each design phase. Schedule activities shall be detailed, starting with Notice to Proceed (NTP) and continuing to Award of Construction Contract. The schedule shall include as a 10 workday activity review of phase submittals by Parish. Schedule shall be updated and submitted to Parish monthly.

Design shall be completed as follows:

* Preliminary Design – 60 calendar days from NTP
* Intermediate Design – 115 calendar days from receipt of Preliminary Design Review Comments
* 90% Design – 60 calendar days from receipt of Intermediate Design Review Comments
* Final Design – 5 calendar days from receipt of 90% Design Review Comments
Exhibit B
PRICING SCHEDULE

Project Elements
Estimate Construction Cost $2,635,110.22
Engineering Fee % (SJBP Standard Curve) 7.27%
Total Basic Service Fee $191,604.73
Resident Inspection Fee % (SJBP Standard Curve) 3.24%
Total Resident Inspection Fee $85,285.05

Supplemental Services
Topographic Survey $80,000.00
Permitting $8,000.00
Total Supplemental Service Fees not to exceed $88,000.00

Project Breakdown
Compensation for services provided shall be a Lump Sum Fee per phase.
Fees are to complete the following phases:

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Design</td>
<td>$28,740.71</td>
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<tr>
<td>Intermediate Design</td>
<td>$47,901.18</td>
</tr>
<tr>
<td>90% Design</td>
<td>$57,481.42</td>
</tr>
<tr>
<td>Final Design</td>
<td>$57,481.42</td>
</tr>
<tr>
<td>Subtotal Basic Services</td>
<td>$191,604.73</td>
</tr>
<tr>
<td>Supplemental Services</td>
<td>$88,000.00</td>
</tr>
<tr>
<td>Resident Inspection</td>
<td>$85,285.05</td>
</tr>
<tr>
<td>Estimated Total</td>
<td>$364,889.78</td>
</tr>
</tbody>
</table>

PAYMENTS TO THE ARCHITECT/ENGINEER

Payments to the Engineer for services rendered shall be made monthly based on a certified invoice in a format approved by Parish directly proportional to the percentage of completed work and delivered to the Program Manager for each Phase of the work. The percentage will be mutually agreed upon between Program Manager and Engineer prior to submission for payment. Each invoice shall provide:

* Status of the work
* Narrative describing work completed during the period
* Detail for each phase of the work showing amounts previously invoiced, amounts invoiced in the current period, and amounts invoiced to date. Show in detail the status of the work;
* Invoices must be signed and dated by a principal member of the firm or person authorized to represent the firm.
* Program Manager will review and certify the invoice and forward to Parish for payment
* Upon receipt and approval of each invoice, Parish shall pay the amount due as per the terms of the agreement.

The total Lump Sum Fee dollar value will be as provided in Attachment D (Fee Detail)

Percentage of Payment per Project Phase
Note: Percentages can be revised per project with approval by Client.

<table>
<thead>
<tr>
<th>TERMINOLOGY</th>
<th>Phase %</th>
<th>Cumulative Progress %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payments to be made as a percentage complete per month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRELIMINARY PHASE</td>
<td>15%</td>
<td>15%</td>
</tr>
<tr>
<td>INTERMEDIATE PHASE</td>
<td>25%</td>
<td>40%</td>
</tr>
<tr>
<td>90% PHASE</td>
<td>30%</td>
<td>70%</td>
</tr>
<tr>
<td>FINAL DESIGN PHASE</td>
<td>30%</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100%</td>
<td>100%</td>
</tr>
</tbody>
</table>
CONSULTANT shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where contractor may perform the work hereunder, with such carriers as shall be acceptable to Council:

A)  **Statutory Workman's Compensation** covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Contractor in connection with this agreement.

The limits for "A" above shall be not less than:

1)  Employer’s liability limits of $1,000,000/$1,000,000/$1,000,000
2)  Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Dept./Legal Dept.
3)  **WAIVER OF SUBROGATION** in favor of St. John the Baptist Parish Council shall be included on certificate.
4)  No excluded classes of personnel or employees shall be allowed on Council's premises.

B)  **Commercial General Liability**, including:

1)  Contractual liability assumed by this agreement
2)  Owner's and Contractor's Protective Liability (if Contractor is a General Contractor)
3)  Personal and advertising liability
4)  Completed operations
5)  Medical payments

The limits for "B" above shall not be less than:

1)  $1,000,000 each occurrence limit
2)  $2,000,000 general aggregate limit other than products – completed operations
3)  $1,000,000 personal and advertising injury limit
4)  $1,000,000 products/completed operations aggregate limit
5)  $50,000 fire damage limit
6)  $5,000 medical expense limit (desirable but not mandatory)
7)  $1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1 + 2 above. Must include BFCGL endorsement.
8)  St. John the Baptist Parish Council will be NAMED as additional insured and **WAIVER OF SUBROGATION** in favor of St. John the Baptist Parish Council shall be included on the certificate.
9)  Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Dept./Legal Dept.

C)  **Comprehensive Automobile Liability** covering all owned, hired and other non-owned vehicles of the CONSULTANT.

The limits for "C" above shall not be less than:

1)  $1,000,000 CSL
2)  St. John the Baptist Parish Council will be NAMED as additional insured and **WAIVER OF SUBROGATION** in favor of St. John the Baptist Parish Council shall be included on the certificate.
D) Professional Liability Insurance covering the Wrongful Acts of those professional firms and individuals performing services for St. John the Baptist Parish. Certain classifications of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these providers include but are not limited to: Professional Engineers, Architects, Land Surveyors, Attorneys, and IT Consultants.

The limits for "D" above shall not be less than:
1) $1,000,000.00
2) WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the certificate.

OTHER SPECIFIC COVERAGES RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

CERTIFICATES

Prior to starting the work, the CONSULTANT shall deliver to the Director of Purchasing & Procurement, 1801 West Airline Highway, LaPlace, LA 70068 certificates evidencing that the insurance required is in effect. Such certificates shall provide that the Insurer shall give the Owner thirty (30) days written notice of any material change in or cancellation of such insurance.

LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this Contract. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State Contractor's License should be furnished.

W-9 Form is to be furnished prior to work being issued.
October 14th, 2014

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1801 W. Airline Hwy.
LaPlace, LA 70068

Dear Mrs. Robottom:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Monday, October 13th, 2014.

"Councilman Madere moved and Councilman Gauff seconded the motion to grant administration authorization to enter into an agreement with Buchart Horn, Inc. for professional services for the Reserve Drainage improvements Project Phase III. The motion passed unanimously."

CERTIFICATION

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 13th day of October, 2014.

October 14th, 2013

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council
Division A
Larry Sampson, Jr.
502 Hwy. 18 River Road
Edgard, LA 70049
Cell 504-218-9049

Division B
Jaclyn S. Hatard
1805 W. Airline Hwy.
LaPlace, LA 70068
Office 985-652-1702

District I
Kurt Benet
5005 Hwy. 18 River Road
Towns of Walker
Vacherie, LA 70090
Cell 504-330-6338

District II
Julie Roumandet
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-330-7739

District III
Louise Madere, Jr.
P.O. Box 2617
Reserve, LA 70084
Cell 985-379-6188

District IV
Martin Perrilloux
2108 Golfview
LaPlace, LA 70068
Cell 504-379-6168

District V
Michael P. Wright
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-717-3936

District VI
Larry Snyder
1936 Cambridge Drive
LaPlace, LA 70068
Cell 985-379-6061

District VII
Raj Pannu
2169 Augusta Drive
LaPlace, LA 70068
Cell 504-417-5282

October 12th, 2016

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1801 W. Airline Hwy.
LaPlace, LA 70068

Dear Mrs. Robottom:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, October 11th, 2016.

"Councilman Snyder moved and Councilwoman Pannu seconded the motion to grant administration authorization to execute a no cost time extension with Buchart Horn, Inc. for the Reserve Drainage Project Phase III. The motion passed unanimously."

CERTIFICATION

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 11th day of October, 2016.

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council