

**AMENDMENT NO. 2
AGREEMENT FOR CONSULTANT SERVICES BETWEEN ST. BERNARD PARISH
GOVERNMENT AND LANDRY MANAGEMENT CONSULTANTS, LLC**

THIS CONTRACT AMENDMENT is made and entered into by and between the St. Bernard Parish Government ("SBPG"), herein represented by Guy McInnis., Parish President, and Landry Management Consultants, LLC (hereinafter "CONSULTANT"), herein represented by Douglas D. Landry., to be effective as of, Oct 4 2023 ("Effective Date").

This Amendment modifies the original contract dated the 27th day of August 2019 and Amendment No. 1 dated April 20, 2020, as follows:

ARTICLE I PARAGRAPH 1.1 is amended as follows:

1.1 Provide program management services and construction inspection services for the construction of the New St. Bernard Parish Library facility, a 26010 square foot facility. The CONSULTANT shall augment the Capital Improvements Department staff acting as an extension of said department, reporting to the Department Supervisor.

ARTICLE III COMPENSATION is amended as follows:

This Amendment increases services provided by LMC at the lump sum compensation payable to LMC as referenced below:

Phase 1 Surcharge Program Management services were not included in LMC's original proposal. The scope of services was additional to the original proposed Program Management services included in the original contract dated August 27, 2019. The additional services lump sum cost to be added totals thirty-four thousand eight hundred forty dollars and no cents (**\$34,840.00**). Required services are complete and accepted as complete.

Phase 2 Additional Building Construction Program Management Services per the contracted scope of services as specified in the original contract dated August 27, 2019. LMC's original cost of one hundred ninety-six thousand, three hundred dollars and no cents, (**\$196,300.00**), will be increased by a lump sum amount of, one hundred thirteen thousand seven hundred and fifty dollars and no cents, (**\$113,750.00**), for a total contracted lump sum amount of three hundred ten thousand fifty dollars and no cents, (**\$310,050.00**). See the attached proposal dated June 27, 2023.

Phase 2 Building Construction Inspection Additional Fee— LMC shall continue to provide daily inspection services to complete Phase 2 per the scope of services agreed to as part of Amendment No. 1. LMC's fee will be increased by the Not to Exceed amount of **\$223,500.00** ending February 5, 2025.

LMC's current fee for inspection per Amendment No. 1 of \$28,000.00 will be increased by \$223,500.00 increase for a total Not to Exceed fee of **\$251,500.00**.

Phase 2- Construction Bid 11,770,000.00 with 5% Contingency	\$12,358,500.00
Additional Inspection Not to Exceed Fee	\$ 223,500.00 (1.8%)

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This amendment increases the contracted total fee to be paid to Landry Management Consultants, LLC from \$224,300.00, (Per Amendment No. 1), to **\$596,590.00**.

Summary of amended cost:

Additional Fees:

Phase 1 Program Management Additional Services	\$34,840.00 (Lump Sum)
Phase 2 Program Management Additional Fee	\$113,750.00 (Lump Sum)
Phase 2 Construction Inspection Additional Fee	<u>\$223,500.00 (Not to Exceed)</u>
Total Contract Amount Increase	\$372,090.00
LMC current contract value	<u>\$224,300.00 (196,300.00 plus 28,000.00)</u>
LMC Amended Contract Total Fee	\$596,590.00

Period of Performance

The period of performance is amended from September 20, 2020, to May 31, 2025. The current construction duration is 16 months from Notice to Proceed. The estimated closeout of the construction contract is to be completed by May 31, 2025.

Subject to the terms and conditions of this Agreement, SBPG shall pay to CONSULTANT for CONSULTANT'S complete performance under this Agreement, including without limitation, the completion of all Work for the period of performance ending May 31, 2025. The consultant shall invoice for services monthly.

All other terms and conditions of the original contract made effective August 27, 2019, except as specifically modified by Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Amendment to be effective as of the date first written above.

ST. BERNARD PARISH GOVERNMENT

BY: _____


Guy McInnis, Parish President

LANDRY MANAGEMENT CONSULTANTS, LLC

BY: _____


DOUGLAS D. LANDRY, MANAGER