

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 21, 2012.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. Three (3)

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: March 21, 2012
- b. Owner: City of Hammond, LA
- c. Engineer: Spangler Engineering, LLC
Hammond Northshore Regional Airport
- d. Project: **DRAINAGE IMPROVEMENTS – Phase III**

2. *Description of Modifications:*

- a. Portions of the Agreement are modified as follows:
1. Article C2.01 “Compensation for Basic Services”: Change to read “**Lump Sum Fee Method of Payment**”.
 2. Article C2.01.B.1 through C2.01.B.5.: Delete original paragraphs and substitute the following:

“B. Owner shall pay Engineer for Basic Services for “Drainage Improvements – Phase III” set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$51,000.00 based on the following estimated distribution of compensation:

<i>Basic Services Milestone</i>	Milestone Payment		Cumulative Payment	
	%	\$	%	\$
Preliminary Design Phase	50%	\$ 25,500.00	50%	\$ 25,500.00
Final Design Phase	20%	10,200.00	70%	35,700.00
Bidding & Award Phase	10%	5,100.00	80%	40,800.00
Construction Phase	15%	7,650.00	95%	48,450.00
Project Closeout	5%	2,550.00	100%	51,000.00

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
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.”

2. *Description of Modifications - continued:*

3. Article C2.03 “Compensation for Resident Project Representative”: Change to read “**Lump Sum Fee** Method of Payment”.
4. Article C2.03.D.1.: Delete original paragraph C2.03.D.1. and change to read as follows: “Owner shall pay Engineer for services of Engineer’s Resident Project Representative under Paragraph A1.05 of Exhibit A of the Agreement a Lump Sum Fee of \$20,000.00 payable monthly in amounts equal to the percentage of completed construction.”

OWNER:

ENGINEER:

CITY of HAMMOND, LA

SPANGLER ENGINEERING, LLC

By: _____

By: _____

Title: Pete Panepinto, Mayor

Title: T. C. Spangler, Jr., P.E., Managing Member

Date Signed: _____

Date Signed: _____

The End

Amendment No. 3 to Owner-Engineer Agreement