



ST. JOHN

THE BAPTIST PARISH

1811 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569



ST JOHN THE BAPTIST PARI
ELIANA DEFRANCESCH Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
04/26/2019 11:08AM
365044- MO

Deanna Fuller #87070

AMENDMENT NO. 6 TO GRANT FUNDED PROJECT ENGINEERING SUPPORT AND GRANT MANAGEMENT ASSISTANCE

This Agreement is made and entered into on this 9th day of April, 2019 between **St. John the Baptist Parish Council**, hereinafter referred to as "**PARISH**" or "**OWNER**", represented by (Natalie Robottom), **Parish President**, in accordance with the duly passed motion of the St. John the Baptist Parish Council, and **Digital Engineering and Imaging, Inc., 527 W. Esplanade Avenue, Suite 200, Kenner, LA 70065, (504) 468-6129** represented by **Thomas P. Hickey, P.E.**, in accordance with the corporate resolution attached hereto, hereinafter referred to as "**ENGINEER**" under the following terms and conditions.

The parties recognize, stipulate and agree that Digital Engineering and Imaging, Inc. is, for all purposes under this Agreement, an independent contractor solely responsible for its own means and methods for performance of the work or services stated herein. Digital Engineering and Imaging, Inc. shall perform without supervision by the Parish as an independent contractor and shall not be considered to be an employee, representative, spokesman, agent or servant of the Parish for any purpose whatsoever. Superseding any other provision to the contrary, it is the specific intent of the parties hereto that nothing in this Agreement shall impose any duty on, or empower Digital Engineering and Imaging, Inc. with any authority, that might be interpreted to make Digital Engineering and Imaging, Inc. a "public employee" under La. R.S. 42:1102. The parties stipulate that Digital Engineering and Imaging, Inc. shall not be deemed a "public employee" under La. R.S. 42:1102.

AMENDMENT

Section "8.02 A" of the original Agreement executed on April 28, 2014 provides that "This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument to this Agreement." Section "3.02 C" of the original Agreement executed on April 28, 2014 provides that "if the **OWNER** authorizes changes in the scope, extent or character of the Project, then the time for completion of **ENGINEER'S** services, and the rates and amounts of **ENGINEER'S** compensation, shall be adjusted equitably."

SCOPE OF SERVICES

In accordance with Section "8.02 A" and "3.02 C" of the original agreement, the parties hereby agree to amend the Scope of Services, attached as **Exhibits A and B**, to include additional services, attached as **Exhibit E**.

PRICING SCHEDULE

In accordance with Section "8.02 A" and "3.02 C" of the original agreement, the parties hereby agree to amend the Pricing Schedule, attached as **Exhibits C and D**, to reflect the costs associated with performance of the amended Scope of Services, attached as **Exhibit F**.

Except as set forth in this Amendment, all terms and conditions not addressed herein shall remain as stated in the original contract dated April 28, 2014.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 9th day of April 2019.

WITNESS :

Laurie Joorns

PARISH:

ST. JOHN THE BAPTIST PARISH

By: *Natalie Robottom*
Natalie Robottom

Title: Parish President

WITNESS :

Chen Baudreux

ENGINEER:

DIGITAL ENGINEERING AND IMAGING, INC.

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

Title: President

Exhibit A
Scope of Services – Original Agreement

PART 1 – BASIC SERVICES

A1.01 *Grant Project Engineering Support*

- A. Provide Engineering evaluation support to identify projects for future grant applications.
- B. Provide Quality Assurance/Quality Control engineering reviews of design plans and specifications on behalf of St. John Parish for firms and contractors working on Grant Projects.

A1.02 *Grant Management Assistance*

- A. Close out and provide management assistance for all existing open Grants for St. John Parish that include but is not limited to Pontchartrain Restoration Program (1 Grant), Louisiana Government Assistance Program (3 Grants), Community Water Enrichment Fund (3 Grants), and EPA Wastewater Grant (1 Grant).
- B. Research grant programs qualified to assist St John the Baptist Parish with future projects.
- C. Prepare all applications for future Federal, State and Local Grants and assist with the administration and management.
- D. Maintain proper documentation on all active grants, prepare updated reports as required and insure grants meet the required schedule of the funding agency.
- E. Coordinate with St John Parish Grant Manager, Utilities Director and other Managers on all grant activities.

A1.02 *Preliminary Design Phase (NOT APPLICABLE)*

A1.03 *Final Design Phase (NOT APPLICABLE)*

A.1.04 *Bidding or Negotiating Phase (NOT APPLICABLE)*

A1.05 *Construction Phase (NOT APPLICABLE)*

A.1.06 *Post-Construction Phase (NOT APPLICABLE)*

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by **OWNER, ENGINEER** shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of any additional applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of any additional environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from **OWNER'S** request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.
4. Services required as a result of **OWNER'S** providing incomplete or incorrect Project information to Engineer.
5. Providing renderings, aerial photography, presentation graphics or models for **OWNER'S** use.
6. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting **OWNER** in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by **OWNER**.
7. Furnishing services of **ENGINEER'S** Consultants for other than Basic Services.
8. Services attributable to more prime construction contracts than specified in paragraph A1.01.
9. Services during out-of-town travel required of Engineer other than for visits to the Site or **OWNER'S** office.
10. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by **OWNER**; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
11. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

12. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
13. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.01, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
14. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
15. Preparing and furnishing to **OWNER** Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
16. Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation, arbitration, or other dispute resolution process related to the Project.
17. Preparation for and attendance at public meetings and or public hearings.
18. Providing more extensive services required to enable **ENGINEER** to issue notices or certifications requested by **OWNER**.
19. Other services performed or furnished by **ENGINEER** not otherwise provided for in this Agreement.

Exhibit B
Scope of Services – Amendment No. 5

Grant and Project Engineering Support

- a) Provide Engineering evaluation support to identify projects for future grant applications.
- b) Provide Quality Assurance/Quality Control engineering reviews of design plans and specifications on behalf of St. John Parish for firms and contractors working on Grant Projects.
- c) Provide technical review and assistance in determining a path forward on the recommendations that St. John Parish will receive from the level of service assessment for the Utilities Department.
- d) Provide Quality Assurance and Quality Control review to the Utilities Department for the Mississippi River LaPlace Water Source Membrane Filtration Piloting Project

Grant Management Assistance

- a) Close out and provide management assistance for all existing open and applied for Grants for St. John Parish that include but is not limited to the following:
 - Pontchartrain Restoration Program,
 - Louisiana Government Assistance Program (LGAP),
 - Community Water Enrichment Fund (CWEF),
 - Louisiana Community Development Block Grant (LCDBG),
 - Environmental Protection Agency (EPA),
 - RESTORE Act,
 - Southern Rail Commission (SRC),
 - Louisiana Department of Transportation and Development (LDOTD) Statewide Flood Control Program,
 - Capital Outlay Requests,
 - Economic Development Administration (EDA),
 - LDOTD Safe Routes to Public Places,
 - Delta Regional Authority,
 - Hazard Mitigation Grants
- b) Research grant programs qualified to assist St John the Baptist Parish with future projects.
- c) Prepare all applications for future Federal, State and Local Grants and assist with the administration and management.
- d) Maintain proper documentation on all active grants, prepare updated reports as required and insure grants meet the required schedule of the funding agency.
- e) Coordinate with St John Parish Grant Manager, Utilities Director and other Managers on all grant activities.
- f) Assist St. John Parish Utilities Department in preparation and execution of the scope of work for a request for proposal for interim water meter reading services.

Exhibit C
Pricing Schedule – Original Agreement

A. ARTICLE 2--Owner's Responsibilities

B. C2.01 Compensation For Basic Services

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. A Not-to-Exceed amount of \$50,000.00 to complete the Grant Project Engineering Support and Grant Management Assistance Services.
2. The Not-to-Exceed amount includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Not-to-Exceed amount to account for labor, overhead, profit, and Reimbursable Expenses.

*Work is to be performed on an hourly basis with certified timesheets submitted for review and approval.

C2.02 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 or A2.02 of Exhibit A, except for services as a consultant or witness under paragraph A2.01.A.20, an amount equal to 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.

C. B. Compensation For Reimbursable Expenses

1. For Reimbursable Expenses, Owner shall pay Engineer at the reimbursable rates provided in Exhibit C or at the prevailing rates.

2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

D. C. Other Provisions Concerning Payment For Additional Services

1. Factors. The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

2. 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.

E. 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 to reflect equitable changes in the compensation payable to Engineer.

3. The Standard Hourly Rates apply only as specified in Article C2.

F. A. Schedule

G. 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
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

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

Reimbursable Expenses:

Mileage **\$0.51/mile**
Copies **\$0.10/each**

Exhibit D
Pricing Schedule – Amendment No. 5

For the Services set forth in Amendment No. 5, Owner shall pay Engineer the following additional or modified compensation:

Grant Funded Project Engineering Support and Grant Management Assistance (hourly not-to-exceed) - \$75,000.00

Agreement Summary (reference only)

a. Original Agreement amount:	<u>\$50,000.00</u>
b. Net change for prior amendments:	<u>\$225,000.00</u>
c. This amendment amount:	<u>\$75,000.00</u>
d. Adjusted Agreement amount:	<u>\$350,000.00</u>

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

<u>Category</u>	<u>Billing Rate</u>
Principal/Project Oversight -----	\$230.00/hr.
Vice President-----	\$195.00/hr.
Senior Project Manager -----	\$160.00/hr.
Senior Project Engineer-----	\$140.00/hr.
Project Engineer-----	\$130.00/hr.
Urban Planner-----	\$95.00/hr.
Senior Engineering Designer -----	\$115.00/hr.
Civil Engineer Intern -----	\$100.00/hr.
Senior CAD Technician -----	\$85.00/hr.
CAD Drafter-----	\$75.00/hr.
Construction Manager -----	\$75.00/hr.
Resident Inspector -----	\$65.00/hr.
Clerical -----	\$50.00/hr.
DBA Labor Compliance Officer-----	\$75.00/hr.

Exhibit E
Scope of Services – Amendment No. 6

Project Management Support and Assistance

Provide Project Management for the following Public Works and Utilities Projects:

1. LaPlace Main Wastewater Pump Station
2. River Road WWTP Effluent Pump Station Controls
3. WW Collection System Evaluation
4. Woodland WWTP Tertiary Filters Rehabilitation
5. Woodland WWTP Sludge Processing Replacement
6. Pleasure Bend Water Treatment Facility
7. Reserve Oxidation Pond
8. Edgard Clarifier Rehabilitation Project
9. Utilities Level of Service Assessment - Stantec
10. St. John Municipal Separate Storm Sewer (MS4) Permit Requirements
11. Munis Integration Assistance
12. Multi-Modal Station Study
13. Low Impact Development Project
14. LA Safe Airline and Main
15. Lake Pontchartrain Shoreline Protection
16. Belle Terre Complete Streets and Stormwater Management Proposal
17. Water Meter Cross Reference with Entergy

Basic Services for Project Management on the Above Projects include all necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this agreement, including the following:

1. Review draft engineering contracts.
2. Monitor and coordinate engineering design work.
3. Review design engineer's plan and specifications for general conformance with **OWNER** criteria.
4. Review and prepare comments on design memoranda, and submittals.
5. Advise on the development of bid packages.
6. Review front-end documents for general conformity compliance with **OWNER** standards.
7. Assist in resolving technical questions during design.
8. Review requests for payment from design consultants.
9. Update project data bases and assist in preparation of various program reports.
10. Expedite bid and award phases of projects, including preparation of documents for Council action.
11. Support at pre-bid conference.
12. Review and assist in the development of addenda to the projects.
13. Support at bid opening.
14. Support at pre-construction conference.

15. Review contractor's submittals such as Critical Path Method (CPM) schedule, insurance certificate, bonds, and schedule of values.
16. Monitor construction activities, attend pre-construction meetings, review change order requests, assist in resolving field questions including:
 - a. Review construction program in a specific zone to avoid delays, expedite construction, and preclude claims.
 - b. Monitor the administration of the construction contract and assure that proper documentation is prepared by the consulting engineer.
 - c. Assist in review of CPM schedule.
 - d. Review request for changes to the contract from the engineer and/or contractor and monitor the development and processing of billings and change orders.
 - e. Prepare change order for execution by **OWNER** and monitor execution of same.
 - f. Review monthly progress payment requests from contractor and testing laboratory.
 - g. Participate in final acceptance walk through and prepare acceptance of the project.
 - h. Review final payment and as-built drawings.
 - i. Develop and implement claims management program.
 - j. Monitor schedule compliance.
 - k. Assist in project acceptance.
 - l. Assist in transfer of job-related files to the **OWNER**.
 - m. Implement work under warranty items as part of the contract.
 - n. Assist in post-construction review.
 - o. Appearances before special boards or public hearings.
 - p. Assist in the preparation of documents for litigation.
 - q. Appearance in court actions.
17. Provide engineering technical support staff.
18. Provide specialty and support services on an as needed basis as directed by the Administration.
19. Provide regulatory assistance.

Exhibit F
Pricing Schedule – Amendment No. 6

For the Services set forth in Amendment No. 6, **OWNER** shall pay **ENGINEER** the following additional compensation:

Grant Funded Project Engineering Support and Grant Management Assistance
(Hourly not-to-exceed) \$150,000.00*

ENGINEER will perform the services required under this Agreement for the hourly not-to-exceed amounts at the rates specified below:

<u>Category</u>	<u>Billing Rate</u>
Principal/Project Oversight-----	\$230.00/hr
Vice President -----	\$195.00/hr
Senior Project Manager -----	\$160.00/hr
Senior Project Engineer -----	\$140.00/hr
Project Engineer-----	\$130.00/hr
Urban Planner -----	\$95.00/hr
Senior Engineering Designer -----	\$115.00/hr
Civil Engineer Intern-----	\$100.00/hr
Senior CAD Technician-----	\$85.00/hr
CAD Drafter-----	\$75.00/hr
Construction Manager-----	\$75.00/hr
Resident Inspector-----	\$65.00/hr
Clerical-----	\$50.00/hr
DBA Labor Compliance Officer -----	\$75.00/hr

*Work is to be performed on an hourly basis with certified timesheets submitted for review and approval with invoice for payment.

RESOLUTION

BE IT RESOLVED by the Board of Directors of Digital Engineering & Imaging, Inc., a corporation organized and existing under the laws of the State of Louisiana, and domiciled in the City of Kenner, that Kurt M. Evans, P.E., CEO of the Corporation, Thomas P. Hickey, President of the Corporation, or L. Bruce Newton, Executive Vice President of the Corporation be, and are hereby authorized and empowered to execute any and all contracts of whatever kind on behalf of the Corporation for engineering consulting services.

CERTIFICATE

I, Thomas P. Hickey, Secretary of Digital Engineering & Imaging, Inc. do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the 26th day of June, 2018; that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation this
_____ 27th _____ day of _____ August _____,



Chane Boudreau

Assistant Secretary



ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

April 11th, 2019

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District VII
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Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1811 W. Airline Hwy.
LaPlace, LA 70068

Dear Mrs. Robottom:

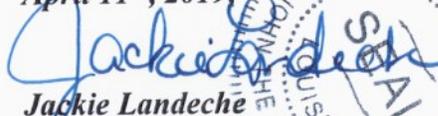
Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, April 9th, 2019.

“Councilwoman Hotard Gaudet moved and Councilwoman Remondet seconded the motion to grant administration authorization to amend the Professional Services Agreement with Digital Engineering & Imaging, Inc. for Engineering Support and Grant Management Assistance. The motion passed with Councilman Wright 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 9th day of April, 2019.

April 11th, 2019,


Jackie Landeche
Council Secretary
St. John the Baptist Parish Council

