ST. JOHN
THE BAPTIST PARISH

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

AMENDMENT NO. 1 OF 1
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST. JOHN THE BAPTIST PARISH
AND
G.E.C., INC.

This Agreement is made and entered into on the 8th **day of January, 2019** with **St. John the Baptist Parish Council** (hereinafter sometimes referred to as "**PARISH**"), represented by Natalie Robottom, Parish President, in accordance with the duly passed motion of the St. John the Baptist Parish Council, attached hereto, and **G.E.C., INC. (GEC), 8282 Goodwood Blvd., Baton Rouge, LA 70806,** represented by Cary Bourgeois, Senior Vice President, in accordance with the corporate resolution attached hereto, (hereinafter sometimes referred to as "**ENGINEER**") do hereby enter into this Agreement under the following terms and conditions.

AMENDMENT
The "General Conditions" section of the original Agreement executed on December 12, 2017 provides that this agreement "may be amended only by authority of **PARISH** and in writing, signed by both Parish President and **ENGINEER**."

In accordance with the "General Conditions" section of the original Agreement, the parties hereby agree to amend the original statement of work, attached as **Exhibit A**, to include additional services, attached as **Exhibit E**.

In accordance with the "General Conditions" section of the original agreement, the parties hereby amend the original pricing schedule, attached as **Exhibit B**, to include additional pricing, attached as **Exhibit F**.

PAYMENT TERMS
In consideration for the services described in **Exhibit E**, **PARISH** hereby agrees to pay the **ENGINEER** in accordance with its fee schedule listed in **Exhibit F: Fee Schedule**.

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

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have executed this Agreement as of **this** 8th **day of January 2019.**

WITNESS :

LaVerne Toomba

PARISH:
ST. JOHN THE BAPTIST PARISH

By: Natalie Robottom
Natalie Robottom

Title: Parish President

WITNESS :

Diane Garrett

ENGINEER:
G.E.C., Inc.

By:
Cary Bourgeois

Title: Senior Vice President

Exhibit A
Statement of Work

SERVICES

The ENGINEER shall provide all basic services required to complete the project including the necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this **Agreement**, including attendance by the ENGINEER at relevant project meetings.

PROJECT DESCRIPTION

The ENGINEER shall prepare the Engineering plans and specifications for the installation of three (3) emergency generators at wastewater collection stations throughout the Parish (Ned Duhe, Captain Bourgeois, and Belle Terre).

The Design Package shall include all specifications, schematics, design, final plans and detailed opinion of probable costs. The ENGINEER shall be responsible for assisting in completing all Governor's Office of Homeland Security and Emergency Preparedness requirements and supervising the bid process and all included pre-bid conferences as required by the State of Louisiana. In addition, the selected firm shall provide the required personnel to inspect and supervise the construction in accordance with permits, specifications and contract documents.

The ENGINEER'S duties shall also include periodic, on-site supervision of construction work, and preparation of inspection reports; reviewing and approving of all CONTRACTOR submittals and reviewing requests for payment; providing photographs of on-site conditions and finished photographs upon project completion; and conducting final inspections.

Task 1 – Preliminary Design Phase

1. Prepare preliminary Engineering plans, which demonstrate the concept and layout of the equipment at each site.
2. The preliminary design submittal will include all sheets necessary to depict the major elements of work and a set of preliminary technical specifications.
3. Prepare a preliminary construction cost estimate outlining all expected items of work and current unit prices for these items.
4. A technical review meeting will be held at the preliminary design phase following review of the preliminary submittal by the **Parish.**
5. Comments from the technical review meeting will be incorporated into the final design phase.

Task 2 – Final Design Phase

1. Prepare final plans and specifications and opinion of probable construction cost.
2. Submittals will include a 95% and 100% submittal.
3. The 95% design submittal will include all sheets and technical specifications. An updated opinion of probable construction cost will be provided.
4. A technical review meeting will be held at the 95% design phase following review of the 95% submittal by the **Parish**.
5. Comments from the technical review meeting will be incorporated into the 100% final design.

6. The 100% final design submittal will include plans and specifications signed and stamped by a professional engineer along with a final opinion of probable construction cost.

Task 3 – Bidding Phase

1. Assist the **Parish** in advertising for and obtaining bids or proposals for the work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, and receive and process CONTRACTOR deposits or charges for the bidding documents.
2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
3. Provide information or assistance needed by the **Parish** in the course of any negotiations with prospective contractors.
4. Consult with the **Parish** as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the work as to which such acceptability is required by the bidding documents.
5. The Engineer shall evaluate and determine the acceptability of "or equal" and substitute materials and equipment proposed by bidders.
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist the **Parish** in evaluating Bids or proposals and in assembling and awarding contracts for the work.

Task 4 – Construction Phase

1. Prepare formal contract documents for the execution of the construction contract.
2. Provide a competent Project Engineer and such assistants as may be required to administer the construction contract and to observe and inspect the materials and construction procedures at the site of the work as it progresses. This shall not include the furnishing of inspection services but shall include periodic job visits as are necessary.
3. The ENGINEER is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, except as may be expressly indicated in the Plans and Specifications prepared by the ENGINEER.
4. Coordinate with the **Director** for relocation of their facilities to clear the site for construction.
5. Require and review tests of materials necessary for the project.
6. Determine contract pay quantities, including necessary materials checking.
7. Review and recommend approval of CONTRACTOR'S pay estimates and submit same to the **Director**.
8. Prepare progress reports for the **Director**.
9. Prepare detailed drawings as necessary to supplement the construction drawings.
10. Review shop drawings and samples for conformance with the design concept of the project and for compliance with the result required in the contract documents.
11. Perform final inspection and make a recommendation for acceptance.
12. Review and recommend approval of Testing Laboratory pay estimates and submit same to the **Director.**
13. Prepare all necessary documentation required for construction change orders.
14. Prepare written recommendation for all required changes to plans and specifications during construction.
15. Attend progress meetings and other meetings as necessary to discuss issues associated with the project.

Task 5 – Record Drawings

1. The ENGINEER shall review red-line "RECORD" drawings provided by the CONTRACTOR

Task 6 – Resident Project Representative (RPR)

1. Assign personnel acceptable to the **Director**.
2. Assist Engineer in observing progress and quality of the work.
3. RPR is Engineer's representative at the site for periodic observation.
4. Attend meetings with CONTRACTOR as necessary, such as preconstruction conference, progress meetings, job conferences and other project-related meetings.
5. Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by Engineer.
6. Conduct occasional on site observations of CONTRACTOR'S work in progress to assist Engineer in determining if the work is in general accordance with the contract documents.
7. Maintain orderly files for correspondence, reports of job conferences, reproductions of original contract documents including all change orders, field orders, work change directives, addenda, additional drawings issued, progress reports, shop drawing and sample submittals received on other project related documents.
8. Review daily reports prepared by the CONTRACTOR recording the CONTRACTOR'S hours on the site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, site visitors, daily activities, decisions, and observations in general.
9. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendation to ENGINEER.
10. Participate in visits to the project to determine substantial completion and final completion.

SUPPLEMENTAL SERVICES

Topographic Survey

1. Coordinate and conduct a topographic survey that can be used to develop Engineering design plans for the project.
2. The topographic survey will include topographic survey of project sites and all surrounding elements needed to complete the project design.
3. Plot information obtained from surveyor on proper plan.

Permitting and Environmental Review Phase

1. Prepare and submit permit application for Louisiana Department of Health and Louisiana Department of Environmental Quality, where applicable.
2. Prepare and submit any other required permits to complete the project, including requirements set forth by the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP).
3. Any requests for information or revisions due to permit comments or requirements from agencies shall be included in this phase.
4. Any required permit extension will also be included in this phase.

Geotechnical Investigation

1. Provide geotechnical boring(s) and geotechnical investigation report that details the soil profile and provides foundation recommendations, where applicable.

Exhibit E
Statement of Work

SERVICES

The **ENGINEER** shall provide all basic services required to complete the project including the necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this agreement, including attendance by the **ENGINEER** at project meetings.

GEOTECHNICAL INVESTIGATION

Provide additional geotechnical boring(s) and geotechnical investigation report that details the soil profile and provides foundation recommendations, where applicable.

Exhibit B
PRICING SCHEDULE

Project Elements

Estimated Construction Cost:		$325,875
Engineering Fee (per SJBP Standard Curve)	10.23%	$ 33,337
Resident Project Representative Fee (per SJBP Standard Curve)	4.3 %	$ 14,013
Total Basic Service Fee		**$ 47,350**

Supplemental Services:	
Topographic Survey	$ 3,300
Permitting and Environmental Review	$ 26,000
Geotechnical Investigation	$ 3,869
Total Supplemental Service Fees	**$ 33,169**

Project Breakdown

For all services outlined in **Exhibit A**, the **Parish** shall pay the Engineer an engineering fee of $80,519 as negotiated and agreed upon by both parties.

For each task in **Exhibit A** and any other services required for this project, the work is to be initiated only upon receipt of written Notice to Proceed from the **Director** which must include the scope of work and a maximum fee which can be charged. The maximum cumulative fee that can be charged for all work on this **Agreement** shall not exceed $80,519, unless increased by contract amendment.

Compensation for services provided shall be a Lump Sum fee per Task unless otherwise noted. Fees are to complete the following phases:

Task 1 – Preliminary Design Phase	25%		$ 8,334.25
Task 2 – Final Design Phase	45%		$ 15,001.65
Task 3 – Bidding Phase	5%		$ 1,666.85
Task 4 – Construction Phase	20%		$ 6,667.40
Task 5 – Record Drawings Phase	5%		$ 1,666.85
Task 6 – Resident Project Representative	(Not Exceed)	to	$ 14,013.00
Subtotal Basic Services			$ 47,350.00
Supplemental Services			
Topographic Survey	(Not Exceed)	to	$ 3,300.00
Permitting and Environmental Review	(Not Exceed)	to	$ 26,000.00
Geotechnical Investigation	(Not Exceed)	to	$ 3869.00
Subtotal Supplemental Services	(Not Exceed)	to	$ 33,169.00
Total Engineering Services			**$ 80,519.00**

Schedule

Compensation for Basic Services – for work associated with the basic services of this project which includes all lump sum tasks, the estimated fee is based on the cost estimate of the project in accordance with ordinance 05-16, Chapter 14, Section 14-2 of the Parish Code of Ordinances. Actual fees to be based on said fee curve and actual bid price received for the project. Timesheets shall be provided with work associated with all not-to-exceed tasks.

(1) Engineer and resident inspection fees.

Basic Engineering Services Fee Curve	
Awarded Construction Cost	*Basic Engineering Services Fee (percentage)*
$0—$30,000.00	14.56
$40,000.00	14.04
$50,000.00	13.57
$60,000.00	13.21
$70,000.00	12.90
$80,000.00	12.69
$90,000.00	12.38
$100,000.00	12.08
$200,000.00	11.02
$300,000.00	10.23
$400,000.00	9.72
$500,000.00	9.27
$600,000.00	8.82
$700,000.00	8.59
$800,000.00	8.40
$900,000.00	8.23
$1,000,000.00	8.04
$2,000,000.00	7.43
$3,000,000.00	7.18
$4,000,000.00	7.11
$5,000,000.00	6.67
Over $5,000,000.00	To be negotiated

Resident Project Representative Services	
Estimated Construction Cost	*Service Fee (percentage)*
$100,000.00 or less	5.0
$200,000.00	4.6
$300,000.00	4.3
$400,000.00	4.1
$500,000.00	3.9
$600,000.00	3.8
$700,000.00	3.7
$800,000.00	3.6
$900,000.00	3.5
$1,000,000.00	3.4
$2,000,000.00	3.3
$3,000,000.00	3.2
$4,000,000.00	3.1
$5,000,000.00	3.0
Over $5,000,000.00	To be negotiated

Exhibit F

Fee Schedule

For all services outlined in **Exhibit E**, the **PARISH** shall pay the **ENGINEER** an additional engineering fee of $5, 400 as negotiated and agreed upon by both parties.

The compensation to the **ENGINEER** shall be in the form of a lump sum upon presentation of the invoice for work completed during the preceding month.

-RESOLUTION-

BE IT RESOLVED by the Board of Directors of G.E.C., Inc., a corporation organized and existing under the laws of the State of Louisiana, and domiciled in the City of Baton Rouge, Louisiana, Parish of East Baton Rouge that Cary Bourgeois, Senior Vice President, Engineering Division of the Corporation be, and is hereby authorized and empowered to execute any and all proposals and contracts for the Engineering Department on behalf of the Corporation.

-CERTIFICATE-

I, Sally Saucer, Secretary of G.E.C., 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 hereof legally held on the 26th day of February 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 of said Corporation this 13th day of December, 2018.

Sally J. Saucer, Corporate Secretary

ST. JOHN THE BAPTIST PARISH COUNCIL

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

January 10th, 2019

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, January 8th, 2019.

"Councilman Madere moved and Councilman Perrilloux seconded the motion to grant administration authorization to amend the Professional Services Agreement with G.E.C., Inc. for the parish Generator Project – Phase II. 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 8th day of January, 2019.

January 10th, 2019

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council