



# 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:  
01/23/2019 9:47AM  
363354-MO

Deputy Clerk *[Signature]* 2019 1

## AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT ST. JOHN THE BAPTIST PARISH MAIN WASTEWATER PUMP STATION

This Agreement is made and entered into on the 11th day of December, 2018 with St. John the Baptist Parish Council (hereinafter sometimes referred to as "PARISH"), represented by Natalie Robotom, Parish President, in accordance with the duly passed motion of the St. John the Baptist Parish Council, attached hereto, and Professional Engineering Consultants Corporation, 7600 Innovation Park Dr., Baton Rouge, LA 70820, (225) 769-2810 represented by Tony Arikol, P.E. 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 November 29, 2016 provides that, "this agreement may be amended only by authority of St. John the Baptist Parish and in writing, signed by both the Parish and Engineer."

In accordance with the "General Conditions" section of the original Agreement, the parties hereby agree to exercise the option to amend the original agreement, effective from the date of execution.

### STATEMENT OF WORK

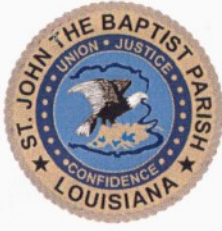
In accordance with the "General Conditions" section of the original agreement, the parties hereby amend the original Statement of Work, attached as Exhibit A, to include additional services.

### PAYMENT TERMS

In consideration for the services described in Exhibit A, Parish hereby agrees to pay the Engineer in accordance with its fee schedule listed in Exhibit B: 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)



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THE BAPTIST PARISH

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### AMENDMENT

The "General Conditions" section of the original Agreement executed on November 29, 2016 provides that, "this agreement may be amended only by authority of St. John the Baptist Parish and in writing, signed by both the Parish and Engineer."

In accordance with the "General Conditions" section of the original Agreement, the parties hereby agree to exercise the option to amend the original agreement, effective from the date of execution.

### STATEMENT OF WORK

In accordance with the "General Conditions" section of the original agreement, the parties hereby amend the original **Statement of Work**, attached as **Exhibit A**, to include additional services.

### PAYMENT TERMS

In consideration for the services described in **Exhibit A**, Parish hereby agrees to pay the Engineer in accordance with its fee schedule listed in **Exhibit B: 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 11<sup>th</sup> day of December 2018.

WITNESS :

Deanna Schexnayder

PARISH:

ST. JOHN THE BAPTIST PARISH

By: Natalie Robottom  
Natalie Robottom

Title: Parish President

WITNESS :

Glen Duncan

ENGINEER:

Professional Engineering Consultants Corporation

By: Tony Arikol  
Tony Arikol, P.E.

Title: 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 project meetings.

**BIDDING PHASE:**

1. Assist **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 **PARISH** in the course of any negotiations with prospective contractors.
4. Consult with **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 **PARISH** in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

**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 owners of utilities 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. Verify and approve contractor's pay estimates and submit same to 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. Verify and approve Testing Laboratory pay estimates and submit same to 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.

RECORD DRAWINGS:

1. The **ENGINEER** shall furnish reproducible tracings of "RECORD" drawings, based on information provided by the contractor, on CD in both ACAD and PDF formats. The Engineer shall also furnish 3 full size bond copies of "RECORD" drawings.

RESIDENT PROJECT REPRESENTATIVE:

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.
4. Attend meetings with Contractor, 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 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 at the site 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. Prepare a daily report 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, 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 visits to the project to determine substantial completion and final completion.

**Exhibit B**  
**Fee Schedule**

**Project Elements**

Estimate Construction Cost:	\$1,000,000.00
Bidding, Construction Administration and Record Drawings Fee (per SJB Standard Curve)	\$ 24,120.00
Resident Project Representative Fee (per SJB Standard Curve) 3.4%	<u>\$ 34,000.00</u>
<b>Total Basic Service Fee</b>	<b>\$ 58,120.00</b>

Supplemental Services:

Not applicable to this project	<u>\$ 0.00</u>
Total Supplemental Service Fees	\$ 0.00

**Project Breakdown**

For all services outlined in **Exhibit A**, the **PARISH** shall pay the **ENGINEER** a fixed engineering fee of \$58,120.00 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 of Utilities which must include the statement 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 \$58,120.00, unless increased by contract amendment.

Compensation for services provided shall be a Lump Sum or Hourly Not to Exceed fee per Task as detailed below. Fees are to complete the following phases:

Bidding Phase	\$ 4,020.00
Construction Phase	\$ 16,080.00
Record Drawings Phase	\$ 4,020.00
Resident Project Representative	(Hourly Not to Exceed) <u>\$ 34,000.00</u>
Subtotal Basic Services	\$ 58,120.00
Supplemental Services	
Not applicable to this project	(Hourly Not to Exceed) \$ 0.00
<b>Total Engineering Services</b>	<b>\$ 58,120.00</b>

**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.

**Professional Services Agreement**

St. John the Baptist Parish Main Wastewater Pump Station  
Amendment No. 1

(1) Engineer and resident inspection fees.

<i>Basic Engineering Services Fee Curve</i>	
<i>Awarded Construction Cost</i>	<i>Basic Engineering Services Fee (percentage)</i>
\$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
<i>Resident Project Representative Services</i>	
<i>Estimated Construction Cost</i>	<i>Service Fee (percentage)</i>
\$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

**Professional Services Agreement**

St. John the Baptist Parish Main Wastewater Pump Station

Amendment No. 1

**ENGINEER** will perform the services required under this Agreement at the rates specified below:

<u>Category</u>	<u>Billing Rate</u>
Principal/Project Oversight -----	\$160.00/hr.
Vice President -----	\$150.00/hr.
Senior Project Manager -----	\$140.00/hr.
Senior Project Engineer -----	\$110.00/hr.
Project Engineer -----	\$95.00/hr.
Urban Planner -----	\$95.00/hr.
Senior Engineering Designer -----	\$90.00/hr.
Civil Engineer Intern -----	\$80.00/hr.
Senior CAD Technician -----	\$65.00/hr.
CAD Drafter -----	\$50.00/hr.
Construction Manager -----	\$75.00/hr.
Resident Inspector -----	\$55.00/hr.
Clerical -----	\$45.00/hr.



- RESOLUTION -

BE IT RESOLVED by the Board of Directors of Professional Engineering Consultants Corporation, a corporation organized and existing under the laws of the State of Delaware, and domiciled in the City of Baton Rouge, Louisiana that Tony Arikol, P.E., President of the Corporation, is are hereby authorized and empowered to execute any and all contracts and/or agreements of whatever kind on behalf of the Corporation.

- CERTIFICATE -

I, Kevin A. Gravois, Secretary of Professional Engineering Consultants Corporation 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 1st day of January, 2005; 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 3rd day of December, 2018.

Kevin A. Gravois \_\_\_\_\_, Secretary  
Kevin A. Gravois, P.E.





## ST. JOHN THE BAPTIST PARISH COUNCIL

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

*December 12<sup>th</sup>, 2018*

*Division A*

Larry Sorapuru, Jr.  
502 Hwy. 18 River Road  
Edgard, LA 70049  
Cell 504-218-9049

*Division B*

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

*District I*

Kurt Becnel  
5605 Hwy. 18 River Road  
Town of Wallace  
Vacherie, LA 70090  
Cell 504-330-6338

*District II*

Julia Remondet  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-330-7739

*District III*

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

*District IV*

Marvin Perrilloux  
2108 Golfview  
LaPlace, LA 70068  
Cell 985-379-6168

*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*

Thomas Malik  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-402-0302

***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 11<sup>th</sup>, 2018.***

***“Councilman Becnel moved and Councilwoman Remondet seconded the motion to grant administration authorization to amend the contract with Professional Engineering Consultants, Inc. (PEC) for construction administration and project inspection Services for the LaPlace Main Wastewater Pump Station Project. The motion passed with Councilmen Sorapuru and 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 11<sup>th</sup> day of December, 2018.***

***December 12<sup>th</sup>, 2018***  
  
***Jackie Landeche  
Council Secretary  
St. John the Baptist Parish Council***