ST. JOHN
THE BAPTIST PARISH

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

ST JOHN THE BAPTIST PARI
ELIANA DEFRANCESCH Clerk of Cour
I certify that this is a true copy of the original filing that was recorded on:
02/25/2021 10:22AM
378465- MO
Deputy Clerk

AMENDMENT NO. 4 TO
ADMINISTRATION AND MANAGEMENT OF THE LOUISIANA DEPARTMENT OF HEALTH DRINKING WATER LOAN FUND PROJECT
BETWEEN
ST. JOHN THE BAPTIST PARISH
AND
DIGITAL ENGINEERING AND IMAGING, INC.

This Agreement is made and entered into on this 9th day of February, 2021 between **St. John the Baptist Parish Council,** hereinafter referred to as "**PARISH**" or **"OWNER",** represented by **Jaclyn Hotard, 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 **Robert J Delaune, 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 November 13, 2012 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 November 13, 2012 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."

Accordingly, Amendment No. 1 provided that the parties hereby agreed to exercise the option to amend the Agreement by adding a supplemental environmental information document, court reporter and LA Dept. of Wildlife and Fisheries Permit Fee services and provided additional funding, effective the date of execution.

Accordingly, Amendment No. 2 provided that the parties hereby agreed to exercise the option to amend the Agreement by adding a system improvement plan amendment, additional loan administration, additional program management and right of way temporary servitude services and provided additional funding, effective the date of execution.

Accordingly, Amendment No. 3 provided that the parties hereby agreed to exercise the option to amend the Agreement by adding a system improvement plan amendment, additional loan administration and program management and additional Davis Bacon Act Compliance monitoring and provided additional funding, effective the date of execution.

PROPOSED AMENDMENT NO. 4

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 November 13, 2012.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 9th day of February **2021.**

WITNESS :

_____

PARISH:
ST. JOHN THE BAPTIST PARISH

By: _____
Jaclyn Hotard
Parish President

WITNESS :

_____

ENGINEER:
DIGITAL ENGINEERING AND IMAGING, INC.

By: _____
Robert J Delaune, P.E.
Vice President

Exhibit A
Scope of Services – Original Agreement

PART 1 – BASIC SERVICES

A1.01 *Loan Administration*

Administration of the LDHH Drinking Water Loan will include, but is not limited to, managing the loan process, assistance with closing the loan, processing loan paperwork, and requesting reimbursement loan payments.

A1.02 *Program Management*

Program Management of the loan will include attending meetings with LDHH, attending meetings with St. John the Baptist Parish, and quality control review of design plans and specifications and bidding documents for compliance with loan requirements.

A1.03 *System Improvement Plan with Environmental Impacts*

This is the largest document that must be completed by the consultant engineer and submitted for review and acceptance. Preparation of the System Improvement Plan (SIP) is required as part of the loan to provide a systematic study of the need for new, expanded, or upgraded facilities for the public water system. The SIP identifies the needs of a water system in order to achieve compliance with all applicable regulations (SDWA, State Sanitary Code, etc.); then proposes a cost-effective means of meeting those needs through a systematic evaluation of alternatives. The specific tasks included with the SIP include:

1. Project and System Information, Purpose and Scope which includes the Project Name, Water System Name, Address, PWS ID No., Contact Person Information, System Classification, Supply Type, Type of Ownership, Current Number of Service Connections, Current Population Served, Planning Period, Design Life, Planning Area Map, Relationship to Other Water Systems
2. Existing Conditions/Deficiencies which includes groundwater source information, surface water source information, purchased water sources, existing treatment, existing distribution system, existing treatment and distribution system pump stations, existing water storage facilities, personnel, compliance status, and existing water usage
3. Future Conditions which includes population projections, water consumption projection, and best available technologies
4. Evaluation of Alternatives which includes description and number of alternatives, compliance evaluation, basic economic evaluation, environmental effects evaluation, alternative rejection/selection
5. Selected Plan Description and Cost Analysis which includes selected plan identification and design, detailed cost analysis, and scheduling
6. Public Hearing

Preparation of Environmental Impacts is required as part of the loan to provide all of the required environmental information needed to support the environmental determination for the project. Three possible environmental determinations include a categorical exclusion, finding of no significant impact or environmental impact statement. The environmental determination will require the following:

1. Public Participation gives the public an opportunity to examine the SIP with Environmental Impacts and to provide comments via a public hearing.
2. Government Agency Comments various government agencies must be provided an opportunity to provide input on the project.
3. Responsiveness Summary consists of a summary of government agency comments requested above and all associated responses by the applicant.
4. Existing Environmental Conditions identify existing environmental conditions and settings without the project.
5. Project Assurances provides required assurances as part of the project.
6. Environmental Impact Summary gives a summary of all the potential environmental factors that the project may impact.

A1.04 *Operation and Maintenance Manuals*

As part of the loan requirements an operation and maintenance manual for each of the projects constructed with loan funding is required. These projects include the Lyons Water Treatment Plant Pump Station, Water Distribution Line Crossing the Mississippi River, Replacing Filters for Clarifiers at the Lyons Water Treatment Plant, and Replacing Altitude Valves in Four Water Distribution Towers. The list below details the information that will be included within the operation and maintenance manual.

1. Project Identification and Description
2. Introduction and Overview
3. Responsibilities of Personnel
4. Permit and Standards
5. General System Description
6. System Operation and Control
    a. Identify major system components
    b. Preventative maintenance program
7. Laboratory testing
8. Records and Reports
9. Maintenance
10. Storeroom and Inventory System
11. Emergency Response Program
12. Utilities
13. Appendix
    a. Detailed design criteria
    b. Approved shop drawings
    c. As built drawings
    d. Schematics

e. Manufacturer's manuals
f. Warranties
g. Valve indices or schedule
h. Piping color codes
i. Sample forms
j. List of lab chemicals
k. Copies of any permits applicable to the system
l. Drinking water rules
m. Recommended references
n. Drinking water ordinance
o. User charge system

A1.05 *Davis Bacon Act Compliance Management*

A Davis Bacon Act (DBA) Administrative Consultant is required as part of the loan to serve as the project's Labor Compliance Officer. The DBA covers contracts that are federally funded. The DBA Consultant will be responsible for documenting and ensuring that all construction contractors and their subcontractors follow the Davis-Bacon and Related Acts requirements. This includes, but is not limited to, obtaining proper Wage Determinations from the US Department of Labor, Verification of Wage Decisions and Contractor Eligibility, conducting Confidential Employee Wage Rate Interviews, Verification and Review of Contractor and Subcontractor Weekly Certified Payrolls and Statements of Compliance, Verification of Approved Apprenticeship/Trainee Programs, Verification of Fringe Benefits, etc. Digital Engineering has been approved by LDHH as an authorized Davis Bacon Act Compliance Contractor.

A1.06 *Preliminary Design Phase (NOT APPLICABLE)*

A1.07 *Final Design Phase (NOT APPLICABLE)*

A.1.08 *Bidding or Negotiating Phase (NOT APPLICABLE)*

A1.09 *Construction Phase (NOT APPLICABLE)*

A.1.10 *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.

A2.02 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

3. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

4. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

5. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

Exhibit B
Scope of Services – Amendment No. 3

Description of Modifications:

a. Engineer shall perform or furnish the following Additional Services:

1. Prepare a System Improvement Plan Amendment to add the Lions Water Treatment Plant Electrical Control Building Project to the Louisiana Department of Health Loan Program and move funds originally planned for the Lions Filter Project to the Electrical Control Building Project. Tasks include presenting the proposed project details, a compliance evaluation, an economic evaluation and an environmental effects evaluation.

2. Provide additional loan administration and program management services for the Electrical Control Building Project.

   Loan administration for the Electrical Control Building Project includes coordination and correspondence with LDH, submitting plans and specifications to LDH for review and approval, submitting all addenda to LDH for review and approval, submitting proposed change orders to LDH for review and approval, preparing the scope of work and getting approval from LDH of the Design Engineer's agreement for the project, submitting all bid documents and construction contract documents to LDH for review and preparing pay requests under the loan for payment.

   Program Management for the Electrical Control Building Project includes attending meetings with LDH, attending meetings with St. John the Baptist Parish, quality control review of design plans and specifications and bidding documents on the Electrical Control Building project for compliance with LDH loan requirements.

3. Provide additional Davis Bacon Act Compliance Monitoring for the Electrical Control Building Project.

   Davis Bacon Act Compliance monitoring for the Electrical Control Building Project includes providing a Davis Bacon Act (DBA) Compliance officer to serve as the project's Labor Compliance Officer. DBA compliance is required because the project is Federally funded. The DBA Compliance Officer will be responsible for documenting and ensuring that all construction contractors and their subcontractors follow the Davis-Bacon and Related Acts requirements. This includes obtaining proper Wage Determinations from the US Department of Labor, Verification of the Wage Decisions and Contractor Eligibility, conducting Confidential Employee Wage Rate Interviews, Verification and Review of Contractor and Subcontractor Weekly Certified Payrolls and Statements of Compliance, Verification of Approved Apprenticeship/Trainee Programs, Verification of Fringe Benefits, etc. Digital Engineering has previously been approved by LDH as an authorized Davis Bacon Act Compliance Contractor.

Exhibit C
Pricing Schedule – Original Agreement

ARTICLE 2--Owner's Responsibilities

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 $62,000.00 to complete the Loan Administration Services. (1.5% of total loan amount) *

2. A Not-to-Exceed amount of $62,000.00 for Program Management Services. (1.5% of total loan amount)*

3. A Lump Sum amount of $108,000.00 for preparation of the System Improvement Plan with Environmental Impacts.

4. A Lump Sum amount of $32,000.00 for the preparation of a comprehensive O & M Manual to include all four projects constructed under this loan.

5. A Not-to-Exceed amount of $35,000.00 for Davis Bacon Act Compliance Management.*

6. 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.

7. 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.

*Work is to be performed as authorized by the Director of Utilities on an hourly basis with certified timesheets submitted for review and approval.

B. Compensation to Others

1.Other Engineering Firms that will be selected by St. John (Owner) will prepare the actual P&S and bidding documents via a separate Engineering Contract with the Water System, which will be submitted to LDHH/OPH for review and approval by Digital Engineering. Any supplemental Engineering Contracts will clearly state the itemized charges for preparing the P&S and bidding documents. Digital Engineering will still be responsible for submitting the P&S to LDHH/OPH for review and approval.

2. Other Engineering Firms that will be selected by St. John (Owner) will provide Resident Inspector (RPR) services. Digital Engineering will be responsible for submitting any RPR contracts to LDHH/OPH for review and approval.

3. The awarded construction contractor for each of the four construction contracts will be required to file the contracts with the St. John Parish Clerk of Courts Office. Digital Engineering will be responsible for providing proof of contract filing to LDHH/OPH.

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.

B. Compensation For Reimbursable Expenses

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer 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 in addition to those required under Exhibit A, 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.

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.

A. 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 ~~(as of _____)~~ to reflect equitable changes in the compensation payable to Engineer.

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

B. Schedule

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.

Exhibit D

Pricing Schedule – Amendment No. 3

3. Agreement Summary (reference only)

a. Original Agreement amount:	$299,000.00
b. Net change for prior amendments:	$82,553.97
c. This amendment amount:	$40,000.00
d. Adjusted Agreement amount:	$421,553.97

For the Services set forth in Amendment No. 3, **OWNER** shall pay **ENGINEER** the following additional compensation:

Administration and Management of the Louisiana Department of Health Drinking Water Loan Fund

Amendment No. 3 Fee Breakdown:

System Improvement Plan Amendment (Lump Sum)	$15,000.00
Loan Administration for additional $500,000 in loan funding (Not-to-exceed)	$10,000.00*
Program Management for additional $500,000 in loan funding (Not-to-exceed)	$10,000.00*
Additional Davis Bacon Compliance Management (Not-to-exceed)	$5,000.00*
Total Amount for Amendment No. 3	**$40,000.00**

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

Category	Billing Rate
Principal/Project Oversight	$265.00/hr
Vice President	$220.00/hr
Senior Project Manager/Engineer	$170.00/hr
Professional Engineer	$135.00/hr
Engineer Intern (Pre-Professional)	$90.00/hr
Senior Technician/Designer	$115.00/hr
CAD Technician	$87.00/hr
Construction Manager	$80.00/hr
Sr. Construction Inspector	$87.00/hr
Construction Inspector	$78.00/hr
Administrative/Clerical III	$85.00/hr
Administrative/Clerical II	$75.00/hr
Administrative/Clerical I	$60.00/hr
DBA Labor Compliance Officer	$80.00/hr

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

Exhibit E
Scope of Services – Amendment No. 4

Description of Modifications:

a. Engineer shall perform or furnish the following Additional Services:

1. Provide additional Davis Bacon Act Compliance Monitoring for the Lions Water Intake and Lions Electrical Control Building Project.

   Davis Bacon Act Compliance monitoring for the Water Intake and the Electrical Control Building Project includes providing a Davis Bacon Act (DBA) Compliance officer to serve as the project's Labor Compliance Officer. DBA compliance is required because the project is Federally funded. The DBA Compliance Officer will be responsible for documenting and ensuring that all construction contractors and their subcontractors follow the Davis-Bacon and Related Acts requirements. This includes obtaining proper Wage Determinations from the US Department of Labor, Verification of the Wage Decisions and Contractor Eligibility, conducting Confidential Employee Wage Rate Interviews, Verification and Review of Contractor and Subcontractor Weekly Certified Payrolls and Statements of Compliance, Verification of Approved Apprenticeship/Trainee Programs, Verification of Fringe Benefits, etc. Digital Engineering has previously been approved by LDH as an authorized Davis Bacon Act Compliance Contractor.

Exhibit F
Pricing Schedule – Amendment No. 4

3. Agreement Summary (reference only)
   a. Original Agreement amount: $299,000.00
   b. Net change for prior amendments: $122,553.97
   c. This amendment amount: $10,000.00
   d. Adjusted Agreement amount: $431,553.97

For the Services set forth in Amendment No. 4, **OWNER** shall pay **ENGINEER** the following additional compensation:

Administration and Management of the Louisiana Department of Health Drinking Water Loan Fund

Amendment No. 4 Fee Breakdown:

Additional Davis Bacon Compliance Management (Not-to-exceed)	$10,000.00*
Total Amount for Amendment No. 4	**$10,000.00**

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

Category	Billing Rate
Principal/Project Oversight	$265.00/hr
Vice President	$220.00/hr
Senior Project Manager/Engineer	$172.00/hr
Professional Engineer	$135.00/hr
Engineer Intern (Pre-Professional)	$90.00/hr
Senior Technician/Designer	$115.00/hr
CAD Technician	$90.00/hr
Construction Manager	$80.00/hr
Sr. Construction Inspector	$87.00/hr
Construction Inspector	$78.00/hr
Administrative/Clerical III	$85.00/hr
Administrative/Clerical II	$77.50/hr
Administrative/Clerical I	$60.00/hr
DBA Labor Compliance Officer	$80.00/hr

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

CORPORATE RESOLUTION

A meeting of the Board of Directors of ____Digital Engineering and Imaging, Inc. dba Digital Engineering
A corporation organized under the laws of the State of ____Louisiana_____
And domiciled __City of Kenner_____was held this __18th__ day of _____December 2020__ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum:

BE IT RESOLVED, that ____Robert J. Delaune, P.E._____ is hereby authorized to submit bid proposals and execute agreements on behalf of this corporation with the **Parish of St. John the Baptist** for the construction of public improvements for the **Parish of St. John the Baptist** and/or any City with the **Parish of St. John the Baptist.**

BE IT FURTHER RESOLVED that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Agency of the Parish of St. John the Baptist, shall have been furnished a copy of said resolution, duly certified.

I, ___Kurt M. Evans_____ hereby certify that I am the Chairman of the board of ___Digital Engineering and Imaging, Inc. a corporation created under the laws of the State of _Louisiana_____ domiciled in _City of Kenner_____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting called and held on the __18th____ day of _____December 2020__, as said resolution appears of record in the Official minutes of the Board of Directors in my possession this _____ day of _____, 2021__.

_____
Chairman

DIGITAL ENGINEERING
EST. DATE 1990
STATE OF LOUISIANA
CORPORATE SEAL

END OF SECTION

SBA Form 1623 (10-88)

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ST. JOHN THE BAPTIST PARISH COUNCIL
STATE OF LOUISIANA

RESOLUTION
R21-11

Ms. Houston proposed and Mr. Madere seconded the following resolution:

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH DIGITAL ENGINEERING AND IMAGING, INC. FOR THE ADMINISTRATION AND MANAGEMENT OF THE LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS (LDHH) DRINKING WATER LAON FUND PROJECT

WHEREAS, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

WHEREAS, this amendment includes additional Davis Bacon Compliance Services for the ongoing construction of the Lions Water Intake Project and the New Lions Electrical Building Project as required by the funding entity; and

WHEREAS, the cost of the amendment is $10,000 and will be funded by the Louisiana Department of Health State Revolving Loan:

WHEREAS, LDHH has reviewed the amendment and has preliminarily approved it for funding as part of the loan pending approval from St. John the Baptist Parish Council:

NOW, THEREFORE, BE IT RESOLVED, by the St. John the Baptist Parish Council, that Parish President Jaclyn Hotard is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to sign and execute the amendment for the professional services agreement between St. John the Baptist Parish and Digital Engineering and Imaging, Inc.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Becnel, Madere, Torres, Houston, Duhe-Griffin, Wright, Arcuri, Schnyder, Malik
NAYS: None
ABSTAIN: None
ABSENT: None

And, the resolution was declared adopted on this, the 9th day of February 2021.

Kirst Becnel
Council Chairman

Jackie Lindsey
Secretary

Approved: Y

Veto: _____

Parish President

* * * * *

CERTIFICATE

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 9th day of February 2021.

Signed at Laplace, Louisiana this 9th day of Feb 2021.

Jackie Landeche
Secretary

(S E A L)