



ST. JOHN

THE BAPTIST PARISH

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



ST JOHN THE BAPTIST PARISH
ELIANA DEFRANCESCHI Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
02/17/2022 10:16AM
386999 MO

Deputy Clerk

Julia L. L. #02951

AMENDMENT NO. 1
BETWEEN
ST. JOHN THE BAPTIST PARISH
AND
DIGITAL ENGINEERING AND IMAGING, INC.
FOR

HURRICANE IDA DISASTER RECOVERY DAMAGE ASSESSMENT AND A/E
SERVICES

This Amendment is made and entered into on this 9th day of February, 2022, between **St. John the Baptist Parish Council**, (hereinafter referred to as "**Parish**"), represented by Jaclyn Hotard, **Parish President**, in accordance with the duly passed resolution of the St. John the Baptist Parish Council and **Digital Engineering and Imaging, Inc.**, 527 W. Esplanade Ave., Suite 200, Kenner, LA 70065, 504.468.6129 represented by Robert J Delaune Jr., P.E., in accordance with the corporate resolution attached hereto, (hereinafter referred to as "**Engineer**"), do hereby amend the original **Agreement** under the following terms and conditions.

AMENDMENT

The "Amendment" Section of the original Agreement executed on September 28, 2021, provides that " This **Agreement** may be amended by written consent, executed by both parties and subject to approval by St. John the Baptist Parish Council."

In accordance with "Amendment" Section of the original agreement, the parties hereby agree to amend the original Statement of Work, attached as **Exhibit A**, to include additional services as evidenced in attached **Exhibit A1**. In accordance with the Term of Agreement Section of the original agreement, the parties hereby amend the original pricing schedule, attached as **Exhibit B** to reflect the costs associated with performance of the amended statement of work, as evidenced in **Exhibit B1**. Except as set forth in Amendment No. 1, all terms and conditions not addressed herein shall remain as stated in the September 28, 2021, **Agreement**.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 9th day of February 2022.

WITNESS :



PARISH:

ST. JOHN THE BAPTIST PARISH

By: 

Jaclyn Hotard

Parish President

WITNESS :



ENGINEER:

Digital Engineering and Imaging, Inc.

By: 

Robert J Delaune Jr, P.E.

Senior Vice President

Exhibit A
Statement of Work – Original Agreement

SERVICES

The **Engineer** shall provide all services listed in the statement of work 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.

PROJECT DESCRIPTION

St. John the Baptist Parish suffered extensive damage on August 29, 2021, to FEMA Categories B through G that includes roads and bridges, water control facilities, public buildings and contents, public utilities, parks, recreational and other facilities infrastructure resulting from Hurricane Ida and needs disaster recovery damage assessment and architectural and engineering services for these categories.

Task 1 Damage Assessments

1. Coordinate and conduct damage assessments, review FEMA prepared project worksheets and prepare FEMA project worksheet version requests related to public infrastructure for roads and bridges, water control facilities, public buildings and contents, public utilities, parks, recreational and other facilities infrastructure.
2. Data collection management including performing quality control/quality assurance on all photographs and location data collected in the field. Photos of all roads and bridges, water control facilities, public buildings and contents, public utilities, parks, recreational and other facilities infrastructure assessed will be required.
3. As damage assessments are completed the need for surveying and equipment may be required to further document damage to infrastructure. Surveying services will be utilized on an as-needed basis with prior approval in writing from the **Director**. A proposed price for the required surveying will be submitted for review and approval and each survey completed will be subtracted from the proposed not to exceed surveying allowance.
4. As damage assessments are completed the need for geotechnical and materials testing along with the required equipment to complete the work may be required to further document damage to infrastructure. Geotechnical and Materials Testing services will be utilized on an as-needed basis with prior approval in writing from the **Director**. A proposed price for the required geotechnical and materials testing services will be submitted for review and approval and each price geotechnical or materials testing task completed will be subtracted from the proposed not to exceed geotechnical and materials testing allowance.
5. To efficiently manage the large amount of data and track all damage assessments, sketches, forms, cost estimates, version requests, etc. the Moata Solutions Insight, Inspect and Geospatial Database Platform Solution will be utilized for the Damage Assessments. This software has been utilized on other FEMA disaster assessment projects. The Platform is

designed specifically for infrastructure and connects teams and data in real time throughout a project's lifecycle. The web-based solution makes spatial data available to all. Users can self-serve to visualize and edit geospatial data during the damage assessment process. Custom damage assessment forms will be available through the platform that will allow inspection data including GPS locations and pictures to be entered into the database while on site. Progress of the assessments will be tracked in the database and provides document and data management to monitor progress of the project.

Task 2 A/E Services

Following completion of Task 1 Damage Assessments the scope of A/E Services and Fees will be negotiated once the FEMA PW is approved for each respective PW project. An Amendment will be prepared to include the additional scope of work and fees for A/E services. The A/E services that will be provided and negotiated following Task 1 will include but is not limited to the following.

1. Prepare, review and update construction plans and specifications as needed.
2. Develop quality assurance monitoring plan.
3. Prepare and review project schedule.
4. Monitor and assist in coordination of project phasing.
5. Observe construction activities, attend pre-construction meetings, review change order requests, assist in resolving field questions, including:
 - a. Review construction program to avoid delays, expedite construction, and preclude claims.
 - b. Monitor and document construction activities, including without limitation; construction progress, consultant and construction contractor personnel, equipment, and work performed; material quantities in-place by actual measurement and calculation; traffic control and site safety procedures; quality test; application of work forces; the conformance of the work to the construction contractor's schedule and timely prosecution of the work; and the construction of required corrections and testing.
 - c. Attend pre-construction meeting and prepare meeting agenda and minutes.
 - d. Provide field inspectors experienced for roads and bridges, water control facilities, public buildings and contents, public utilities, parks, recreational and other facilities infrastructure construction to be present at the project site when construction work is being performed.
 - e. Prepare and submit daily inspection reports and weekly progress reports to provide construction progress data.
 - f. Assist in review of CPM schedule.
 - g. Review and make recommendations as to submittals, shop drawings, samples, substitute materials and equipment, and value engineering proposals.
 - h. Reject non-conforming work and materials.

- i. Evaluate, track and recommend responses to the construction contractor's requests for information and interpreting plans and specification for the project.
- j. Evaluate and maintain field records, and other documentation and data required.
- k. Review request for changes to the contract from the engineer and/or contractor to monitor the development and processing of billings and change orders.
- l. Prepare resolution for change order for execution by **Parish** and monitor execution of same.
- m. Review monthly payment requests.
- n. Participate in final acceptance walk through and prepare resolution for acceptance of the project.
- o. Review final payment and record drawing(s).
- p. Monitor schedule compliance.
- q. Assist in project acceptance and development of punch list and walk-through prior to recommendation of acceptance.
- r. Assist in transfer of job-related files to the Parish.
- s. Assist in post-construction review.
- t. Appearances before special boards or public hearings.

Exhibit A1
Statement of Work – Amendment No.1

To complete repairs to public buildings damaged by Hurricane Ida Task 2 A/E Services from Exhibit A in the original agreement are required. In addition to the services provided in **Exhibit A** of the original **Agreement**, the **Engineer** will provide the following services as part of this Amendment No. 1:

1. Prepare plans and specifications for bid packages,
2. Monitor and document construction activities, including without limitation; construction progress, consultant and construction contractor personnel, equipment, and work performed; material quantities in-place by actual measurement and calculation; traffic control and site safety procedures; quality test; application of work forces; the conformance of the work to the construction contractor's schedule and timely prosecution of the work; and the construction of required corrections and testing.
3. Attend pre-construction meeting and prepare meeting agenda and minutes.
4. Review and make recommendations as to submittals, shop drawings, samples, substitute materials and equipment, and value engineering proposals
5. Evaluate, track, and recommend responses to the construction contractor's requests for information and interpreting plans and specification for the project.
6. Evaluate and maintain field records, and other documentation and data required.
7. Review request for changes to the contract from the engineer and/or contractor to monitor the development and processing of billings and change orders.
8. Prepare resolution for change order for execution by **Parish** and monitor execution of same.
9. Review monthly payment requests.
10. Participate in final acceptance walk through and prepare resolution for acceptance of the project.
11. Review final payment and record drawing(s).
12. Monitor schedule compliance.
13. Assist in project acceptance and development of punch list and walk-through prior to recommendation of acceptance.
14. Assist in transfer of job-related files to the Parish.
15. Assist in post-construction review.

Exhibit B:
Price Schedule – Original Agreement

For each task in **Exhibit A**, the work is to be initiated only upon receipt of written Notice to Proceed from the **Director**.

For the services outlined in Exhibit A, the **Parish** shall pay the **Engineer** as follows:

Task 1 Damage Assessments	\$ 1,562,053.50*
	(Hourly Not to Exceed)
Surveying	\$ 50,000.00 (Not to Exceed)
Geotechnical and Materials Testing	\$ 25,000.00 (Not to Exceed)
Moata Solutions Platform	\$48,600.00** (Not to Exceed)

Task 2 A/E Services	To be determined
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*Fee is based on attached Level of Effort

** Fee is for 6 months of Moata Platform Software with access up to 50 users. Fee will be billed monthly at \$8,100.00 per month with no additional mark-up.

Reimbursable Expenses:

Mileage Reimbursement Allowance at \$0.60 cents per mile	\$ 5,000.00 (Not to Exceed)
Total Professional Services Fee for this Agreement	\$ 1,690,653.50

PAYMENTS

The **Engineer** shall submit all invoices to the **Director** on the first of the month for the completed contracted work from the previous month. The **Director** shall then submit the approved invoices to the St. John the Baptist Parish Finance Department for processing. Payment shall be remitted within thirty (30) days from the date of the **Director** approval.

FUNDS

Payment to the **Engineer** under this **Agreement** shall be from the damage allowance assessment provided by FEMA to St. John the Baptist Parish for 75% of the costs and St. John the Baptist Parish funds for 25% of the cost.

Exhibit B1
Price Schedule – Amendment No.1

A. *Compensation for Additional Services*

SCOPE OF WORK:

Digital Engineering and Imaging, Inc. shall provide the services as outlined in **Exhibit A1**.

ESTIMATED COST (not to exceed)

Initial Estimated Not-to-Exceed: \$250,000.00

The fee for the services will be based on the FEMA Fee Curve B for basic services that applies to projects of average complexity such as industrial buildings, warehouses, garages, hangars and comparable structures. Task Orders for each building repair based on the construction cost estimate and FEMA Curve B will be issued up to the not-to-exceed amount above. When the not-to-exceed amount is reached an amendment will be required to increase the not-to-exceed amount and issue additional task orders.

PAYMENTS

The **Engineer** shall submit all invoices to the **Director** on the first of the month for the completed contracted work from the previous month. The **Director** shall then submit the approved invoices to the St. John the Baptist Parish Finance Department for processing. Payment shall be remitted within thirty (30) days from the date of the **Director** approval.

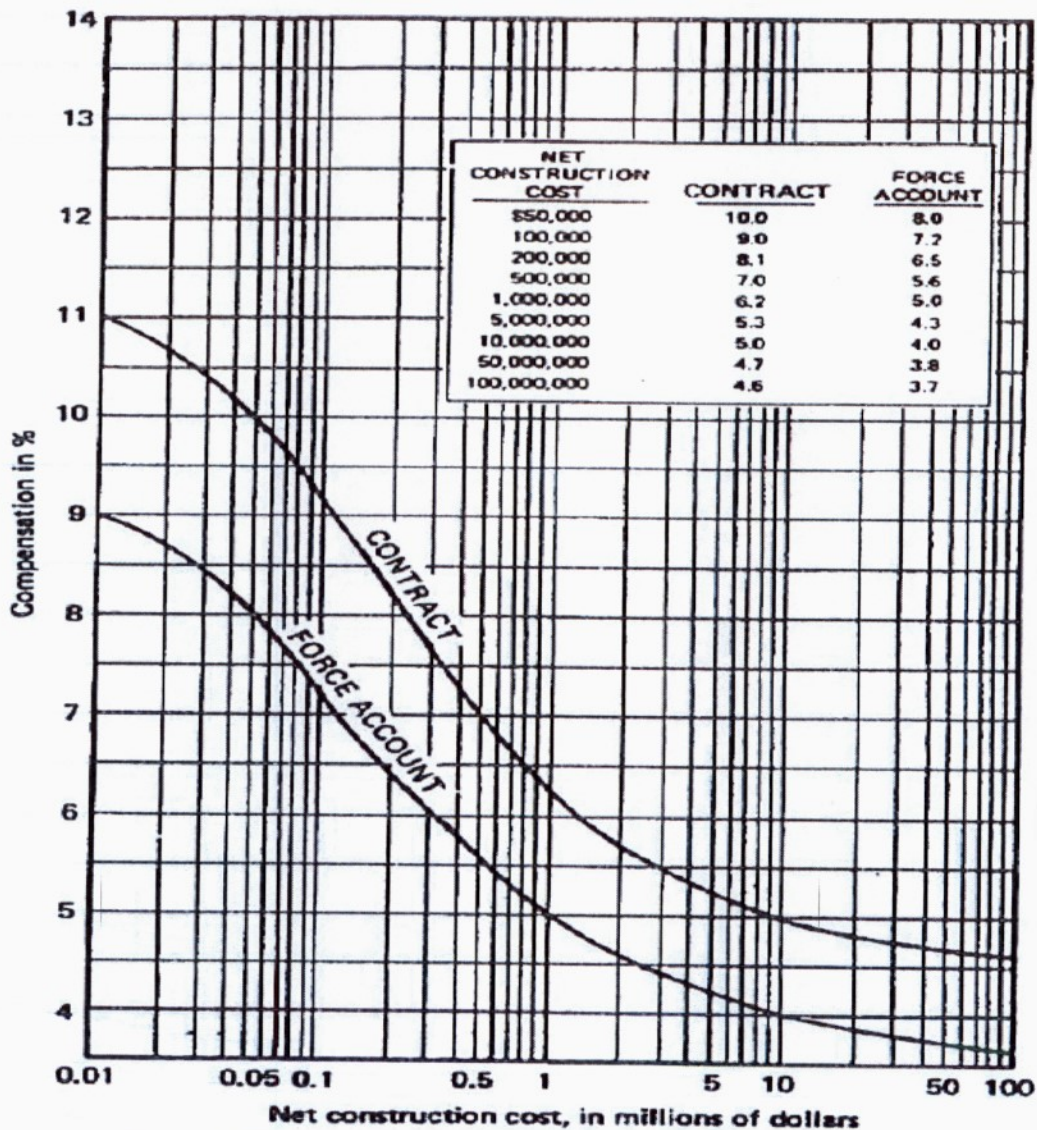
FUNDS

Payment to the **Engineer** under this **Agreement** shall be from the eligible reimbursable A/E Services provided by FEMA to St. John the Baptist Parish for 90% of the costs and St. John the Baptist Parish funds for 10% of the cost.

FEMA FEE CURVE B

ENGINEERING AND DESIGN SERVICES

**CURVE B, COMPENSATION FOR BASIC SERVICES EXPRESSED
AS A PERCENTAGE OF CONSTRUCTION COST FOR PROJECTS OF
AVERAGE COMPLEXITY**



"Contract" and "Force Account" above mean engineering and design services performed by contract or by an applicant's own employees, respectively.

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, L. Bruce Newton, Executive Vice President, Frank T. Liang, Vice President, or Robert J. Delaune Jr, 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, Robert J Delaune Jr, Vice President 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 18th day of December 2020; 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
26th day of May, 2021


Vice President

ST. JOHN THE BAPTIST PARISH COUNCIL
STATE OF LOUISIANA

RESOLUTION
R22-15

Councilman Madere proposed and Councilwoman Houston seconded the following resolution:

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH DIGITAL ENGINEERING AND IMAGING, INC. FOR HURRICANE IDA DISASTER ASSESSMENT SERVICES

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, Digital Engineering and Imaging, Inc. is the Engineer for services related Hurricane Ida Disaster Assessment Services; and

WHEREAS, St. John the Baptist Parish suffered extensive damage on August 29, 2021, to FEMA Categories that includes roads and bridges, water control facilities, public buildings and contents, public utilities, parks, recreational and other facility's infrastructure; and,

WHEREAS, FEMA requires St. John the Baptist to prepare and conduct initial damage assessments so FEMA can develop Project Worksheets for the damaged infrastructure; and

WHEREAS, Amendment No. 1 will provide a not-to-exceed estimated cost for A/E Services based on the FEMA Fee Curve B for basic services that applies to projects of average complexity such as buildings; and,

WHEREAS, the cost of this Amendment will be funded by a 90/10 cost-share through FEMA Reimbursement and various departments.

NOW, THEREFORE, BE IT RESOLVED, by the St. John the Baptist Parish Council, that St. John the Baptist Parish is hereby authorized to amend 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: Madere, Houston, Wright, Duhe-Griffin, Arcuri, Malik

NAYS: None

ABSTAIN: None

ABSENT: Becnel, Schnyder, Torres

And, the resolution was declared adopted on this, the 8th day of February 2022.



Council Chairman

Jackie Landeche
Secretary

Approved: X

Veto: _____

James M. White
Parish President

* * * * *

C E R T I F I C A T E

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 8th day of February 2022.

Signed at Laplace, Louisiana this 8th day of February 2022.

Jackie Landeche
Jackie Landeche
Secretary

(S E A L)