



# ST. JOHN

THE BAPTIST PARISH

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



ST JOHN THE BAPTIST PARISH  
ELIANADEFRADESCO Clerk of Court  
I certify that this is a true copy of the  
original filing that was recorded on:  
02/09/2022 9:43AM  
386709-MO

Deputy Clerk

*Julia L. Lachon #8298*

AMENDMENT NO. 1  
BETWEEN  
ST. JOHN THE BAPTIST PARISH  
AND  
MCKIM & CREED  
FOR  
WOODLAND REGIONAL PUMP STATION DESIGN SERVICES

This Amendment is made and entered into on this 11th day of January, 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 **McKim & Creed (formerly GSA Consulting Engineers, Inc.)**, **1022 South Purpera Avenue, Gonzales, LA 70737, 225.644.5523** (hereinafter referred to as "**ENGINEER**") represented by Glenn G. Shaheen, 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 May 11, 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 May 11, 2021, Agreement.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 11<sup>th</sup> day of January 2022.

WITNESS :



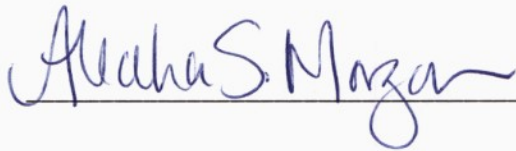
PARISH:

ST. JOHN THE BAPTIST PARISH

By: 

Jaclyn Hotard  
Parish President

WITNESS :



ENGINEER:

McKim & Creed

By: 

Glenn G. Shaheen, P.E.

**Exhibit A**  
**Statement of Work – Original Agreement**

**SERVICES**

The ENGINEER shall provide all services listed in the statement of work and supplemental 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.

**PROJECT DESCRIPTION**

The existing Woodland Wastewater Treatment Plant (WWTP) is twenty-five years old and past its useful life. To maintain compliance with the National Pollutant Discharge Elimination System Permit limits, the WWTP needs to be replaced or its flows redirected to a wastewater treatment facility with the capacity to treat the wastewater. St. John the Baptist Parish has chosen to convert the WWTP site to a pump station and redirect the flow to River Rd. WWTP that has the capacity to accept this flow.

**TASK 1 – DETAILED TOPOGRAPHIC SURVEY PHASE:**

1. Coordinate and conduct a detailed topographic survey of the proposed Woodland Regional Pump Station site that can be used to develop engineering design plans and specifications for the project.
2. Plot information obtained from survey on proper plan.

**TASK 2 – GEOTECHNICAL INVESTIGATION PHASE:**

1. Coordinate and conduct a detailed geotechnical investigation of the proposed Woodland Regional Pump Station site that can be used to develop engineering design plans and specifications for the project.
2. Obtain geotechnical engineering report of the findings of the geotechnical investigation for use in developing engineering design plans and specifications for the project.

**TASK 3 – PRELIMINARY DESIGN PHASE:**

1. Prepare preliminary engineering plans which demonstrate the concept and layout.
2. Preliminary submittal shall be a 65% submittal.
3. The preliminary design submittal will include all sheets necessary to depict the major elements of work and a set of preliminary technical specifications.
4. Prepare a preliminary construction cost estimate outlining all expected items of work and current unit prices for these items.
5. A technical review meeting will be held at the preliminary design phase following review of the preliminary submittal by St. John Parish.



6. Comments from the technical review meeting will be incorporated into the final design phase.

TASK 4 – 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 St. John 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.

**Exhibit A1**  
**Statement of Work – Amendment No.1**

To complete the Woodland Regional Pump Station Design Services additional topographic survey is required for a new force main that will be installed from the existing Woodland WWTP site to Airline Highway along the Vicknair Canal that will include the following:

1. Coordinate and conduct a detailed topographic survey of the proposed force main that can be used to develop engineering design plans and specifications.
2. Plot information obtained from survey on proper plan.

**Exhibit B:**  
**Price Schedule – Original Agreement**

For each task in Exhibit B 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.

For the services outlined in Exhibit B, the Owner shall pay the Engineer as follows:

**Tasks 3 and 4:**

Compensation for Services – for work associated with the statement of work of this project the estimated fee shall be based on the construction cost estimate of the project and in accordance with **Parish Ordinance 05-16**. Fees for the detailed topographic survey and geotechnical investigation are based on a price proposal provided by the surveyor and geotechnical engineer with a 10% sub-consultant management fee added to the proposed prices.

Actual fees for design, of the project (Task 3 and 4) shall be originally based on said fee curve and adjusted based on the actual bid price received for the project to be presented in the form of an amendment for approval by the Parish upon completion of bidding the project.

Construction Cost Estimate:	\$930,787.00
Supplemental Services Fee Breakdown	
Task 1 Detailed Site Survey Phase	\$5,775.00 (NTE, actual x 1.1)
Task 2 Geotechnical Investigation Phase	\$6,600.00 (NTE, actual x 1.1)
Basic Engineering Services Fee Breakdown	
Task 3 Preliminary Design Phase (25% of Statement of Work)	\$19,011.50 (Lump Sum)
Task 4 Final Design Phase (45% of Statement of Work)	<u>\$34,220.50 (Lump Sum)</u>
Total Basic Engineering Services Design Fee Ordinance 05-16 (8.17%):	\$53,232.00 (Lump Sum)*
Total Professional Services Fee from Tasks 1 through 4:	\$65,607.00

\*This project is funded by a FY18 EPA Lake Pontchartrain Basin Restoration Program Grant. The grant funds the project through completion of design and therefore the above fees represent payment for completion of the design. An amendment for bidding, construction administration and record drawings will be required for the remaining basic engineering services required during construction.

**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'S** approval.

**FUNDS**

Payment to the Engineer under this contract shall be contingent upon availability of funds as identified in the Council approval authorizing the contract terms.

Exhibit B1  
Price Schedule – Amendment No.1

**A.    *Compensation for Additional Services***

1. Parish shall pay Engineer for Services set forth in Exhibit A1 as follows:

Not-to-Exceed amount of \$35,475.00\* to complete additional Surveying.

\*Includes a 10% sub-consultant management fee.





December 16, 2021

Re: Signature Authority for McKim & Creed, Inc.

To Whom It May Concern:

Glenn G. Shaheen has authority to sign the contract on behalf of McKim & Creed, Inc. for St. John the Baptist Parish.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Lucey, Jr.".

John Lucey, Jr.  
CEO

1022 S. Purpera Ave. | Gonzales, LA 70737  
(225) 644-5523 | [www.mckimcreed.com](http://www.mckimcreed.com)

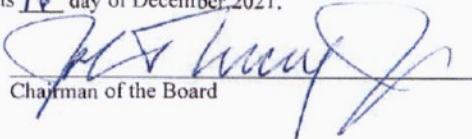
CORPORATE AUTHORIZATION RESOLUTION

I, John Lucey, the undersigned Chairman of the Board of McKim & Creed, Inc., (The "Corporation") hereby certifies that: The Corporation is duly organized and existing under the laws of the State of North Carolina and the following is true, accurate and complete transcript of a resolution contained in the minute book of the Board of Directors of said Corporation duly held on the 16th day of December, 2021 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter and by-laws of said Corporation and that said resolutions have not been amended or revoked and are in full force and effect:

Resolved, that the McKim & Creed CEO, be and is hereby authorized and empowered to authorize signature authority for individuals to sign any and all contracts and documents on behalf of said Corporation, and to take such steps, and do such other acts and things, as in his or her judgment may be necessary, appropriate or desirable in connection executing any proposal or any contract entered into: and,

Resolved, that any and all transactions by and of the officers or representatives of the Corporation, in its name and for its account, prior to the adoption of these resolutions be, and they are hereby, ratified and approved for all purposes.

Witness my hand and seal of the Corporation this 16<sup>TH</sup> day of December, 2021.

  
Chairman of the Board

(Corporate Seal)

ACKNOWLEDGMENT

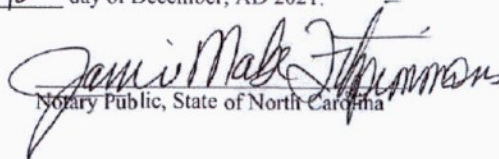
STATE OF NORTH CAROLINA  
COUNTY OF WAKE

§  
§

Before me, Jamie Mabe Fitzsimmons the undersigned Notary Public of the State of North Carolina, on this day personally appeared John Lucey known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16<sup>th</sup> day of December, AD 2021.



  
Notary Public, State of North Carolina

**ST. JOHN THE BAPTIST PARISH COUNCIL**  
**STATE OF LOUISIANA**

**RESOLUTION**  
**R22-1**

Councilman Becnel proposed and Councilman Malik 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 MCKIM & CREED, INC. FOR THE  
WOODLAND REGIONAL PUMP STATION DESIGN 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**, McKim & Creed, Inc. provide engineering services to convert the Woodland Wastewater Treatment Plant (WWTP) site to a pump station and re-direct the flow to River Road WWTP; and,

**WHEREAS**, Amendment No. 1 includes additional surveying for a new force main from the Woodland WWTP site to Airline Highway which is needed to design the project; and,

**WHEREAS**, the estimated cost of Amendment No. 1 is \$35,475 and is funded through the 2010 Wastewater Bond.

**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 execute Amendment No. 1 of the Professional Services Agreement between St. John the Baptist Parish and McKim & Creed, Inc.

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

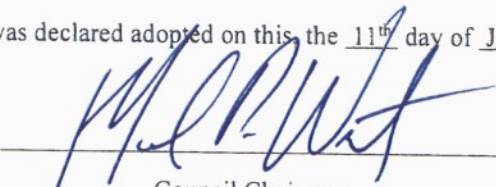
YEAS: Madere, Becnel, Torres, Houston, Malik, Duhe-Griffin, Arcuri, Wright


NAYS: None

ABSTAIN: None

ABSENT: Schnyder

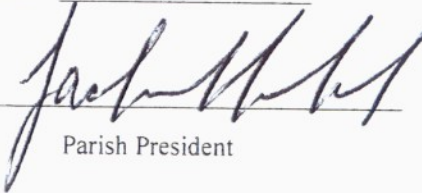
And, the resolution was declared adopted on this, the 11<sup>th</sup> day of January 2022.

  
\_\_\_\_\_  
Council Chairman

  
\_\_\_\_\_  
Secretary

Approved: \_\_\_\_\_ X \_\_\_\_\_

Veto: \_\_\_\_\_

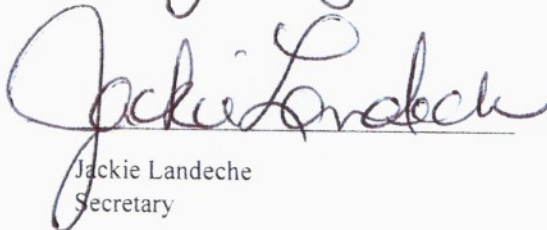
  
\_\_\_\_\_  
Parish President

\* \* \* \* \*

# 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 11<sup>th</sup> day of January, 2022.

Signed at Laplace, Louisiana this 11<sup>th</sup> day of January, 2022.

  
\_\_\_\_\_  
Jackie Landeche  
Secretary

