ST JOHN THE BAPTIST PARI
ELIANA DEFRANCESCH Clerk of Cour
I certify that this is a true copy of the
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ST. JOHN
THE BAPTIST PARISH

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

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST JOHN THE BAPTIST PARISH
AND
MEYER ENGINEERS, LTD
FOR
I-10/BELLE TERRE GATEWAY CORRIDOR

WHEREAS, the St. John the Baptist Parish Council approved the Resolution to grant Administration authorization to enter into a Professional Services Agreement for the I-10/Belle Terre Gateway Corridor with **Meyer Engineers, LTD** at the July 13, 2021 meeting.

NOW THEREFORE, in consideration of the desires and responsibilities of the Parties, herein, St. John the Baptist Parish Council hereby desires to enter into a Professional Services Agreement for the I-10/Belle Terre Gateway Corridor.

This **Agreement** is made and entered into on this 13th day of July, 2021 between **St. John the Baptist Parish Council,** (hereinafter referred to as **"PARISH"**), represented by Jaclyn Hotard, Parish President, and **Meyer Engineers, LTD 4937 Hearst Street Suite 1B, Metairie, LA 70001, 504.885.9892** (hereinafter referred to as **"ENGINEER"**) represented by Richard C. Meyer, do hereby enter into this "**Agreement**" under the following terms and conditions.

SCOPE OF SERVICES
The services to be performed by **ENGINEER** for **PARISH** under this **Agreement** ("Services") are set out in **Exhibit A: Statement of Work**, incorporated herein by reference. The Services are to be performed in support of the project identified in **Exhibit A: Statement of Work.**

TERM OF AGREEMENT
This **Agreement** shall begin on August 1, 2021 and terminate one (1) year thereafter on August 1, 2022.

AMENDMENT
This **Agreement** may be amended by written consent, executed by both Parties and subject to approval by St. John the Baptist Parish Council.

EXTENSION

The term of this **Agreement** may be extended for six (6) months one (1) time by written consent, executed by both Parties and subject to approval by St. John the Baptist Parish Council.

PAYMENT TERMS

In consideration of the services described above, **PARISH** hereby agrees to provide compensation to the **ENGINEER** in accordance with its fee schedule listed in **Exhibit B: Price Schedule.**

All payments must be approved by the **Director of Planning and Zoning**, hereinafter called the **DIRECTOR**, and all deliverables, etc. shall be submitted to him and all approval and administration of this **Agreement** shall be through him.

INSURANCE

ENGINEER shall meet or exceed the **PARISH's** Insurance Requirements as listed in **Exhibit C: Insurance Requirements.**

MONITORING PLAN

This **Agreement** shall be administered and monitored by the **DIRECTOR** as plans are developed. The monitoring plan will include a review of the services delineated in **Exhibit A: Statement of Work** to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The **ENGINEER** shall submit a monthly summary of activities in accordance with **Exhibit B: Price Schedule**.

TAXES

ENGINEER hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** and/or legislative appropriation shall be **ENGINEER's** obligation. **ENGINEER** is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

The **PARISH** may terminate this **Agreement** for cause based upon the failure of the **ENGINEER** to comply with the terms and/or conditions of this **Agreement**, provided that **PARISH** shall give the **ENGINEER** written notice specifying the **ENGINEER's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

The **ENGINEER** may terminate this **Agreement** for cause based upon the failure of the **PARISH** to comply with the terms and/or conditions of this **Agreement**, provided that the **ENGINEER** shall give the **PARISH** written notice specifying the **PARISH's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **ENGINEER** will not be relieved of liability to **PARISH** for damages sustained by **PARISH** by virtue of any breach of this **Agreement** by the **ENGINEER**, and **PARISH** may withhold any payments to the **ENGINEER** for the purpose of setoff until such time as the exact amount of damages due **PARISH** from the **ENGINEER** is determined.

TERMINATION FOR CONVENIENCE

PARISH may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **ENGINEER** of its intent to terminate this **Agreement**. The **ENGINEER** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to **ENGINEER** by **PARISH** shall remain the property of **PARISH**, and shall be returned by **ENGINEER** to **PARISH**, at **ENGINEER's** expense, at termination or expiration of this **Agreement**. Copies of all records, reports, documents, or other material related to this **Agreement** and/or obtained or prepared by **ENGINEER** in connection with the performance of the services in which **Agreement** fees have been paid for herein shall become the property of **PARISH**, and shall, upon request, be returned by **ENGINEER** to **PARISH**, at **ENGINEER's** expense, at termination or expiration of this **Agreement**.

NON-ASSIGNABILITY

ENGINEER shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of **PARISH**. This provision shall not be construed to prohibit the **ENGINEER** from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to **PARISH**.

AUDITORS

It is hereby agreed that **PARISH** shall have the option of auditing all accounts of **ENGINEER** which relate to this **Agreement**.

TERMS

The **DIRECTOR** shall notify the **ENGINEER** in writing to undertake the services stated in **Exhibit A**, and the **ENGINEER** shall commence the services within ten (10) days after receipt of such notification. The work required to complete all tasks shall automatically terminate upon satisfactory completion of all services and obligations described herein, unless extended by Amendment.

INDEMNITY

To the fullest extent permitted by law, **ENGINEER** shall indemnify and hold harmless the **PARISH** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **ENGINEER**.

GENERAL CONDITIONS

The professional and technical adequacy and accuracy of documents, and other work products furnished under this **Agreement** will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession. It is understood and agreed by the Parties hereto that the **ENGINEER** is entering into this **Agreement** in the capacity of an independent **ENGINEER**. While in the performance of services or carrying out other obligations under this **Agreement**, the **ENGINEER** shall be acting in the capacity of independent **ENGINEERs** and not as employees of St. John the Baptist Parish. The **PARISH** shall not be obliged to any person, **ENGINEER** or corporation for any obligations of the **ENGINEER** arising from the performance of their services under this **Agreement**.

This **Agreement** shall be binding upon the successors and assigns for the Parties hereto. This **Agreement** being for the personal services of the **ENGINEER**, shall not be assigned or subcontracted in whole or in part by the **ENGINEER** as to the services to be performed hereunder without the written consent of the **PARISH**.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this **Agreement** shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this **Agreement**, and in such an event, this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

VENUE

This **Agreement** shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this **Agreement** shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **ENGINEER** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trail and appropriate Appellate courts.

NOTICES

All notices or demands required to be given, pursuant to the terms of this **Agreement**, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, first class postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, by acknowledged e-mail, or to such other address or written form of communication as the Parties may substitute by written notice, by giving at least 7 days' notice of such change.

If to Parish:	**If to Engineer:**
ATTN: Jaclyn Hotard St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	Meyer Engineers, LTD Attn: Richard C. Meyer 4937 Hearst Street Suite 1B Metairie, LA 70001

DISCRIMINATION CLAUSE

The **ENGINEER** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **ENGINEER** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

SIGNATURES ON FOLLOWING PAGE

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written on page one of this document.

WITNESS:

SIGNATURE

Deshanda Firmin

PRINT NAME

PARISH:
ST. JOHN THE BAPTIST PARISH

By: Jaclyn Hotard
Parish President

WITNESS:

Tiffany Trahan

SIGNATURE

Tiffany Trahan

PRINT NAME

ENGINEER:
Meyer Engineers, LTD

By: Richard C. Meyer
President

Exhibit A
Statement of Work

SERVICES

1. Conduct thorough review of existing plans, state/federal guidelines, property ownership, past studies, existing conditions, and project goals to evaluate options and develop a scope for the project. Prepare preliminary report combining the above parameters with a draft project scope for review and presentation to project team for input, revisions, and approval.

2. Meet with project team, stakeholders, and relevant outside agencies (DOTD, DNR, others as applicable) to present preliminary scope of project and obtain feedback. Feedback will be considered to update scope as needed. A public meeting may also be required to obtain additional feedback.

3. Conduct alternatives analysis based on feedback from relevant stakeholders and with respect to state/federal guidelines to propose build alternatives to achieve project goals. A minimum of three feasible alternatives will be presented to the **PARISH** with different options for consideration with respect to price, permit complications, and land acquisition.

4. Prepare conceptual designs detailing the three alternatives proposed for consideration. Conceptual designs should be understandable and ready for presentation to required permitting agencies for preliminary approval / pre-application conferences. Meetings with required permitting agencies will be held at this stage.

5. Hold final technical review meeting with project team to finalize all feedback obtained from stakeholders, outside agencies, etc. Preparation of final project report and a presentation to the public will follow.

6. Attend any project meetings or conference calls as necessary to complete project successfully, including but not limited to monthly project status meetings or conference calls; meetings with stakeholders and relevant **PARISH** staff; etc.

DELIVERABLES

(1) Project Scope Report
(2) Alternatives Analysis Report to include:
    a. Conceptual Design
    b. Preliminary Opinions of Cost for Construction

Exhibit B
PRICE SCHEDULE

HOURLY RATES

Hourly rates for services performed on or after the date of the **Agreement** are:

PRINCIPAL	$280.00
SUPERVISOR ENGINEER	$225.00
LICENSED ENGINEER	$160.00
GRADUATE ENGINEER	$110.00
SENIOR ARCHITECT	$220.00
LICENSED ARCHITECT	$160.00
GRADUATE ARCHITECT	$90.00
LICENSED INTERIOR DESIGNER	$120.00
CADD DRAFTER	$84.00
CLERICAL/ADMINISTRATIVE	$89.00
SUPERVISOR OTHER	$110.00
CLERICAL I	$75.00
CLERICAL II	$60.00
CONSTRUCTION MANAGER	$185.00
INSPECTOR	$76.00
DOTD CERTIFIED INSPECTOR	$95.00
PLANNER	$150.00

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 **Agreement** shall be contingent upon availability of funds as identified in the Council approval authorizing the **Agreement** terms.

EXHIBIT C
Insurance Requirements

ENGINEER shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **ENGINEER** may perform the work hereunder, with such carriers as shall be acceptable to Council:

A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **ENGINEER** in connection with this **Agreement**.

The limits for "A" above shall be not less than:

1. Employer's liability limits of $1,000,000/$1,000,000/$1,000,000.
2. Some **Agreement** may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
4. No excluded classes of personnel or employees shall be allowed on Council's premises.

B) Commercial General Liability, including:

1. Contractual liability assumed by this **Agreement**.
2. **PARISH's** and **ENGINEER's** Protective Liability (if **ENGINEER** is a General **ENGINEER**).
3. Personal and advertising liability.
4. Completed operations.
5. Medical Payments.

The limits for "B" above shall not be less than:

1. $1,000,000 each occurrence limit.
2. $2,000,000 general aggregate limits other than products – completed operations.
3. $1,000,000 personal and advertising injury limit.
4. $1,000,000 products/completed operations aggregate limit.
5. $50,000 fire damage limit.
6. $5,000 medical expense limit (desirable but not mandatory).
7. $1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
9. Some **Agreements** may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.

C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the **ENGINEER**.

The limits for "C" above shall not be less than:

1. $1,000,000 CSL
2. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.

D) Professional Liability with a minimum limit of $1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the **PARISH** shall be cause for the submittal to be rejected as non-responsive. **ENGINEER** shall maintain insurance in full force and effect during the entire period of performance under this **Agreement**. Failure to do so shall be cause for termination of the **Agreement**. All policies must have a thirty (30) day non-cancellation clause giving the **PARISH** thirty (30) days prior written notice in the event a policy is changed or canceled.

LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this **Agreement**t. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State Engineer's License should be furnished. W-9 Form is to be furnished prior to work being issued.

RESOLUTION

BE IT RESOLVED by the Stockholders of MEYER ENGINEERS, LTD., a corporation organized and existing under the laws of the State of Louisiana, and domiciled in the Parish of Jefferson, that RICHARD C. MEYER, President of the Corporation, be and is hereby authorized to sign any and all documents necessary to provide Professional Services for I-10/Belle Terre Gateway Corridor (RFP.2021.10), including a Professional Services agreement contract.

RICHARD C. MEYER
PRESIDENT

- CERTIFICATE -

I, Myrna K. Meyer, Secretary of MEYER ENGINEERS, LTD., do hereby certify that the above and foregoing is a true and correct copy of the Minutes of a Special Meeting of the Corporation held at the offices of the Corporation in Metairie, Louisiana on the 25th day of May, 2021; 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 25th day of May, 2021.

MYRNA K. MEYER
SECRETARY

FILENAME: 1-708B.RES

ST. JOHN THE BAPTIST PARISH COUNCIL
STATE OF LOUISIANA

RESOLUTION
R21-93

Councilwoman Houston proposed and Councilman Becnel seconded the following resolution:

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH TO AWARD PROJECT SCOPING, ALTERNATIVE ANALYSIS AND CONCEPTUAL DESIGN FOR THE BELLE TERRE/INTERSTATE 10 GATEWAY CORRIDOR TO MEYER ENGINEERS, LTD

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, Meyer Engineers, LTD of Metairie, LA ranked first out of five (5) proposals reviewed and scored by the Source Selection Committee; and

WHEREAS, Meyer Engineers, LTD will conduct project scoping and prepare conceptual designs to enhance the aesthetics, signage, lighting, landscaping, drainage, and safety of the Belle Terre/Interstate 10 Gateway Corridor; and

WHEREAS, the goal is to attract visitors and new businesses and to increase economic growth in St. John the Baptist Parish.

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 Professional Services Agreement between St. John the Baptist Parish and Meyer Engineers, LTD.

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

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

And, the resolution was declared adopted on this, the 13th day of July 2021.

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 13th day of July 2021.

Signed at Laplace, Louisiana this 13 day of July 2021.

(S E A L)

Jackie Landeche
Secretary