



# ST. JOHN

## THE BAPTIST PARISH

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



ST JOHN THE BAPTIST PARISH  
ELIANA DEFRANCESCH Clerk of Court  
I certify that this is a true copy of the  
original filing that was recorded on:  
08/05/2021 12:10PM  
**382482- MO**

Deputy Clerk

*Signature* #82951

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
ST JOHN THE BAPTIST PARISH  
AND  
PRINCIPAL ENGINEERING, INC.  
FOR  
INTERSTATE LIGHTING LED UPGRADE DESIGN SERVICES**

**WHEREAS**, the St. John the Baptist Parish Council approved a resolution to grant Administration authorization to enter into a Professional Services Agreement for Interstate Lighting LED Upgrade Design Services with **Principal Engineering, Inc.**, 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 Interstate Lighting LED Upgrade Design Services.

This Agreement is made and entered into on this 13<sup>th</sup> day of July, 2021 between **St. John the Baptist Parish Council**, (hereinafter referred to as "**PARISH**"), represented by Jaclyn Hotard, Parish President, and **Principal Engineering, Inc., 1011 N. Causeway Blvd., Suite 19, Mandeville, LA 70471, (985) 624-5001** (hereinafter referred to as "**ENGINEER**") represented by Henry I. DiFranco, Jr., 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 the date of the notice to proceed and terminate one (1) year thereafter.

### **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 one (1) additional six (6) month term, by written Agreement, executed by both Parties and subject to approval of the 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: Pricing Schedule**.

All payments must be approved by the **Capital Projects Administrator**, hereinafter called the **ADMINISTRATOR**, 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 **ADMINISTRATOR** 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 the attached statement of work.

## **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 contract 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 work required to complete all tasks shall automatically terminate upon satisfactory completion of all services and obligations described herein, unless extended by Amendment.

#### **NOTICE TO PROCEED**

The **ADMINISTRATOR** shall notify the **ENGINEER** in writing to undertake the services stated in **Exhibit A: Statement of Work**, and the **ENGINEER** shall commence the services within ten (10) days after receipt of such notification.

## **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 **ENGINEER** shall, at all times during the term of this Agreement, maintain a valid Louisiana Engineering License. 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 trial and appropriate Appellate courts.



**NOTICES**

All notices or demands required to be given, pursuant to the terms of this Agreement, shall be in writing and sent to the other Party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other Party by the manner stated above.

| If to Parish:  | If to Engineer:  |
|--|--|
| ATTN: Jaclyn Hotard<br>St. John the Baptist Parish<br>1811 W. Airline Hwy.<br>LaPlace, Louisiana 70068 | Principal Engineering, Inc.<br>Attn: Andre C. Monnot, P.E.<br>1011 N. Causeway Blvd., Suite 19<br>Mandeville, LA 70471 |

**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:

2 2 -  
SIGNATURE

Deshanda Firmin  
PRINT NAME

WITNESS:

[Signature]  
SIGNATURE

LISA HARTLINE  
PRINT NAME

PARISH:

ST. JOHN THE BAPTIST PARISH

[Signature]  
By: Jaclyn Hotard  
Parish President

ENGINEER:

PRINCIPAL ENGINEERING, INC

[Signature]  
By: Henry I. DiFranco, Jr.  
President

**Exhibit A**  
**Statement of Work**

**SCOPE OF WORK**

**Task 1:**

Retro-fitting LEDs at the I-10/LA 3188 (Belle Terre Blvd) and at the I-10/LaPlace Weigh Station:

Prepare a PDF illumination (i.e. photometric) report of the entire interchange with proposed LED luminaires at existing pole locations, arm lengths and luminaire mounting heights. Principal shall submit the PDF report to the **PARISH** for DOTD review. The PDF report shall meet min DOTD standards for approval of the LED retrofit.

Principal shall prepare a LED illumination/photometric report of the existing lighting system.

The report shall include the following:

1. Sheets shall all be 22"x34" PDF.
2. Light Loss Factor (LLF) = 0.70.
3. Overall lighting plan sheet scaled  $\leq 1" = 200'$ .
4. Multiple lighting layouts as needed to accommodate complete interchange scaled  $\leq 1" = 100'$ .
5. Legible point-by-point illuminance-grid (i.e. iso-footcandle) plot of all roadway surfaces of the interchange. Foot-candle data points shall be calculated at maximum 10' x 10' spacing and 0.00 decimal points
6. Stationing (where applicable)
7. North arrow
8. Scale bar
9. Travel lanes and shoulders. Travel lanes shall include highway name/route number and vehicular directional arrows.
10. Physical obstructions to illumination.
11. Light pole and luminaire locations
12. Calculated statistical data.
  - a. Average foot-candles (FC)
  - b. Average-to-minimum ratio
  - c. Maximum-to-minimum ratio
  - d. Veiling luminance
13. Pole, luminaire and lamp (where applicable) information.
  - a. Description
  - b. Initial lumens
  - c. Distribution type
  - d. Luminaire .IES file name
  - e. Luminaire mounting height

- f. Pole arm length
- g. Luminaire catalog cut sheet(s) marked to show specifications, characteristics and ratings, etc.

For example:

1. Roadway Lighting
  2. 3G Vibration
  3. 480V
  4. Integral Surge Protection
  5. IP66
  6. L70 per TM-21
  7. Distribution type
  8. NEMA Twist-lock 7-pin photo-control receptacle w/Shorting Cap
  9. Maximum 4000K Color Temperature
  10. Grey Housing
14. General report information as follows:
- a. Title page
  - b. Table of Contents
  - c. Design Engineer Name, P.E. Number, and Company Name
  - d. Project Name and Number (where applicable)
  - e. Date
  - f. Louisiana Professional Engineering and Land Surveying Board (LAPELS) "Pocket Card" indicating current status of license in Louisiana

#### Task 2:

- A. With the exception of retrofitting luminaires, all of the remaining equipment of the existing lighting system shall remain unchanged.
- B. If available, the **PARISH** shall provide a PDF O&M manual of the existing lighting system to provide to **ENGINEER**. The manual includes relevant data of all existing electrical and lighting components and as-builts.
- C. If available, the **PARISH** shall provide a CADD file of the existing interchange showing existing pole locations. Since the existing lighting system is somewhat new, **ENGINEER** may ask the **PARISH** to request that DOTD provide a MicroStation CADD file of the interchange. **ENGINEER** can then convert the file to a usable format (i.e. AutoCAD or equivalent) to function in the lighting software.
- D. If requested, **ENGINEER** may ask the **PARISH** to request that DOTD provide the **PARISH** an example illumination/photometric report to assist **ENGINEER** with report preparation.



**Exhibit B**  
**PRICE SCHEUDLE**

**PAYMENTS**

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 **ADMINISTRATOR**.

For the services outlined in **Exhibit A**, the **PARISH** shall pay the **ENGINEER** a Lump Sum Fee of \$20,000.00 based on the following schedule:

Upon 100% Draft Report submitted to **ADMINISTRATOR** and DOTD for Review - \$15,000.00 (Lump Sum)

Upon 100% Final Report approved by **ADMINISTRATOR** and approved by DOTD -\$5,000.00 (Lump Sum)

The **ENGINEER** shall submit all invoices to the **ADMINISTRATOR** upon reaching the milestone stated above. The **ADMINISTRATOR** 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 **Administrator'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 contracts 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 contracts 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. 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.



## **CORPORATE RESOLUTION**

EXCERPT FROM THE MINUTES OF THE ANNUAL MEETING OF THE SHAREHOLDERS AND BOARD OF DIRECTORS OF **PRINCIPAL ENGINEERING, INC.**

AT THE ANNUAL MEETING OF THE SHAREHOLDERS AND BOARD OF DIRECTORS OF **PRINCIPAL ENGINEERING, INC.**, DULY NOTICED AND HELD ON **DECEMBER 2, 2020** A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED.

IT WAS THEREFORE RESOLVED,

THAT **HENRY I. DIFRANCO, JR., THE PRESIDENT, SECRETARY AND TREASURER OF PRINCIPAL ENGINEERING, INC.** BE AND IS APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE **PARISH OF ST. JOHN THE BAPTIST** OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFORE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE  
A TRUE AND CORRECT COPY OF AN  
EXCERPT OF THE MINUTES OF THE  
ABOVE DATED MEETING OF THE BOARD  
OF DIRECTORS OF SAID CORPORATION,  
AND THE SAME HAS NOT BEEN  
REVOKED OR RESCINDED.

  
**PRESIDENT, SECRETARY & TREASURER**

July 12, 2021

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**DATE**

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

**RESOLUTION**  
**R21-91**

Councilman Becnel proposed and Councilman Arcuri seconded the following resolution:

**THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:**

**A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH TO ENTER  
INTO A PROFESSIONAL SERVICES AGREEMENT WITH PRINCIPAL  
ENGINEERING, INC. FOR INTERSTATE LIGHTING LED UPGRADE 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**, Principal Engineering, Inc. of Mandeville, LA has been selected for design services for Interstate Lighting LED upgrades; and

**WHEREAS**, LED upgrades are proposed for the existing lighting systems at the Interstate 10/Belle Terre Blvd interchange and at the Interstate 10/LaPlace Weigh Station; and

**WHEREAS**, the project is funded through the Street Lights Repairs and Maintenance Fund.

**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 Principal Engineering, Inc.

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


YEAS: Madere, Becnel, Torres, Houston, Malik, Arcuri

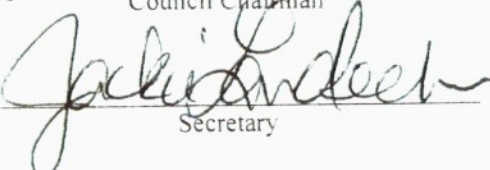
NAYS: None

ABSTAIN: None

ABSENT: Duhe-Griffin, Schnyder and Wright

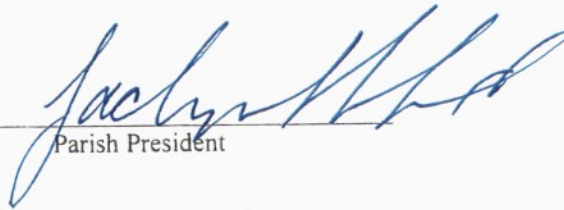
And, the resolution was declared adopted on this, the 13<sup>th</sup> day of July 2021.

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

  
\_\_\_\_\_  
Secretary

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

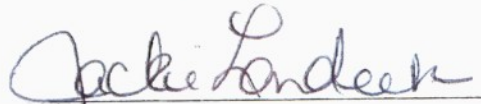
Veto: \_\_\_\_\_

  
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 13<sup>th</sup> day of July 2021.

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

  
Jackie Landeche  
Secretary

