

**CONTRACT FOR LIGHTING DESIGN SERVICES**

This Contract, made and entered into at Baton Rouge, Louisiana, effective this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **City of Baton Rouge and Parish of East Baton Rouge**, herein referred to as Parish and **Marrero, Couvillon & Associates, LLC**, herein referred to as Consultant.

Consultant shall provide the services as described herein for:

**Bluebonnet Blvd. (Perkins to Picardy)  
City-Parish Project No. 19-CP-HC-0034  
(Lighting Design Services)**

Consultant agrees to proceed, upon written notice of the Director of Transportation and Drainage, or his authorized representative, with all services necessary for the performance, in proper sequence and in the time specified, of the items of work for the Project as hereinafter set forth. Services by Consultant will be subject to review and administration by the office of the Chief Design and Construction Engineer, Department of Transportation and Drainage, unless designated otherwise by the Director of Transportation and Drainage. All the services required hereunder will be performed by Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

**SCOPE OF SERVICES:** The services to be rendered by the Consultant under the terms of this contract shall be the design of lighting photometrics in accordance with the provisions set forth in Chapter 12, Street Lighting, of the MOVEBR Design Guidelines. The work shall include the photometric calculations and design of a lighting plan, as further detailed in EXHIBIT A, attached hereto.

The Parish may from time to time request changes in the scope of the services of Consultant to be performed hereunder. Such changes including any increase or decrease in the amount of the Consultant's compensation which are mutually agreed upon by the Parish and Consultant shall be incorporated in written amendments to this Contract.

**GENERAL REQUIREMENTS:** With the exception of the data specifically listed to be furnished by the Parish, Consultant shall, for the agreed fees, obtain all data and furnish all services and materials required to complete the above tasks in accordance with the MOVEBR Program Guidelines.

**SERVICES TO BE PERFORMED BY PARISH:** The Parish will furnish, upon request in writing of Consultant, without charge, the services and data applicable to the Project as included in Exhibit A, if applicable.

**COMPENSATION AND PAYMENT:** The Parish shall pay and Consultant agrees to accept the following as full compensation for the services to be performed under this contract, a lump sum of **\$58,789.38**.

Monthly invoices for services completed to date may be submitted by Consultant, and subject to the approval of the Director of Transportation and Drainage, will be paid within 30 days after approval. The City of Baton Rouge and Parish of East Baton Rouge is an Equal Opportunity Employer. As a means of tracking the participation of Small Business, Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Veteran Business Enterprise (VBE) firms in our professional service programs, Engineer shall complete and submit a **Contract Activity Report** as an attachment to each monthly invoice.

**CONTRACT TIME:** The services to be performed under each phase of this contract shall be commenced promptly by Consultant upon receipt of specific notice from the Director of Transportation and Drainage or his authorized representative to proceed with that phase, or phases, and shall be completed as follows:

**Bluebonnet Boulevard** as required by Exhibit A shall be completed and delivered to the MOVEBR Project Manager within 360 calendar days after NTP.

**OWNERSHIP OF DOCUMENTS:** All data collected by Consultant and all documents, notes, drawings, tracings and files collected or prepared in connection with this work, except Consultant's personal and administrative files, shall become the property of Parish and Parish shall not be restricted in any way whatsoever in its use of such material.

**DELAYS AND EXTENSIONS:** Consultant will be given an extension of time for delays beyond their control such as weather or those caused by tardy approvals of work in progress, but no additional compensation shall be allowed for such delays.

**TERMINATION OR SUSPENSION:** This contract may be terminated by mutual agreement and consent of the parties hereto or by either party upon failure of the other party to fulfill its obligations as set forth in this contract, proper allowance being made for circumstances beyond the control of either party.

If terminated, Consultant shall deliver to the Department of Transportation and Drainage all drawings and records of the work compiled to the date of termination and the Parish shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.

Should the Parish find it necessary to suspend or terminate any portion of the work for lack of funding or other circumstances beyond its control, this may be done by ten (10) days notice given by the Parish in writing to that effect. If suspended, the work may be reinstated and resumed in full force and effect upon receipt from the Parish of thirty (30) days notice in writing to that effect.

This agreement shall ipso-facto terminate three years after the date of any suspension of the work as provided above if the work has not been reinstated and resumed by notice from the Parish during the three-year period, and neither party shall have any further obligation to the other party.

**DISPUTES:** Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Director of Transportation and Drainage or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided in the foregoing sentence.

**REVISION OF DRAWINGS:** Should changes other than incidental changes be required by the Parish during the progress or after completion of the work, for which Consultant is not responsible and which require revision by Consultant of work otherwise completed, Consultant shall be paid additional compensation in the form of a lump sum for such additional work, on the basis of their certified and itemized reasonable direct payroll costs plus 100% to cover overhead costs and profit. Direct payroll costs are defined as the cost of salaries (including sick leave, vacation, and holiday pay applicable thereto) of Consultant's, technicians, draftsmen, stenographers, surveyors, clerks, etc. for time directly chargeable to the revision; plus unemployment compensation insurance retirement benefits, and medical insurance benefits. Each claim for additional compensation shall state the authority for performing such work and shall include a description of the work and give the number of drawings affected. Incidental changes as a result of the review of the preliminary plans shall not qualify for additional compensation.

**ENDORSEMENT OF PLANS:** As required under the provisions of the Louisiana Revised Statutes, Engineer shall endorse all reports, and other documents in conformance with the following requirements in accordance with current provisions of Louisiana RS 48:2701.

**INDEPENDENT CONTRACTOR OBLIGATION:** Consultant shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent contractor hereunder. Consultant shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed, with the Parish interested only in the results of the work.

**COMPLIANCE WITH APPLICABLE LAWS:** Consultant shall procure all permits and licenses applicable to the services to be performed and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Consultant shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

**INDEMNITY:** Consultant agrees that it shall indemnify and hold the Parish free and harmless from any and all claims of whatsoever kind or nature, including but not limited to, damages to persons or property and any and all costs and expense relating to the defense of any such claims, including reasonable attorney's fees incident thereto, that may arise out of, or by reason of, the performance of professional services under this contract by Consultant to the extent due to any negligent act, error or omission of Consultant, Consultant's employees or sub-contractors

**CONSULTANT'S AND SUB-CONSULTANT'S INSURANCE:** Consultant and any sub-consultants shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. Consultant shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI, according to Best's Key Rating Guide. Consultant is responsible for assuring that its sub-consultants meet these insurance requirements.

- A. Commercial General Liability on an occurrence basis as follows:
- |                            |             |
|----------------------------|-------------|
| General Aggregate          | \$2,000,000 |
| Products-Comp/Op Agg       | \$2,000,000 |
| Personal & Adv Injury      | \$1,000,000 |
| Each Occurrence            | \$1,000,000 |
| Fire Damage (any one fire) | \$50,000    |
| Medical Exp                | \$5,000     |
- B. Business Auto Policy  
Any Auto; or Owned, Non-Owned & Hired: Combined Single Limit \$1,000,000
- C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.
- D. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.
- E. Waiver of subrogation in favor of the City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.
- F. Professional Liability coverage for errors and omissions is not required, but Parish shall have the benefit of any such insurance carried by Consultant.
- G. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.
- H. The Certificate Holder should be shown as: City of Baton Rouge and Parish of East Baton Rouge, Attn: Purchasing Division, Post Office 1471, Baton Rouge, Louisiana 70821

**PERSONAL INTEREST:** Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. Consultant further covenants that in the performance of his contract no person having any such interest shall be employed.

**AFFIDAVIT AND CORPORATE RESOLUTION:** Consultant shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Consultant is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

**RIGHT TO AUDIT:** Consultant shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Consultant relating to his performance under this contract.

**ASSIGNMENT:** Consultant shall not sub-contract any of the services covered by this contract nor assign any interest in the contract or transfer any interest in same (whether by assignment or novation) without the prior written approval of the Parish.

**IN WITNESS WHEREOF,** the Parish and Consultant have executed this contract effective as of the date first written above.

**WITNESSES**

**CITY OF BATON ROUGE AND  
PARISH OF EAST BATON ROUGE**

\_\_\_\_\_

By \_\_\_\_\_  
Sharon Weston Broome

Title Mayor-President

**MARRERO, COUVILLON & ASSOCIATES, LLC**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Approved:

Approved:

\_\_\_\_\_  
Fred Raiford  
Director of Transportation and Drainage

\_\_\_\_\_  
Kelvin J. Hill  
Assistant Chief Administrative Officer

Approved as to Form:

\_\_\_\_\_  
Office of the Parish Attorney

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **Scope of the Project:**

The proposed scope of work includes additional lane capacity in each direction. Bluebonnet Boulevard is two lanes in each direction currently. Pedestrian facilities are interspersed throughout the corridor and there is commercial development abutting the corridor. The proposed project is to add an additional travel lane in each direction and provide for connected pedestrian facilities throughout the corridor.

All activities necessary to complete a lighting plan and a photometric analysis report that contains illumination analysis of all roadways and/or interchanges within the project limits and conform to illumination criteria specified in the design guidelines are included in this scope.

#### **Electrical Scope:**

The Consultant will complete a lighting plan including recommendations associated with the proposed project for development of construction documents and any other investigation or data collection necessary to prepare the lighting plan. The Consultant will provide electrical lighting plans showing the locations of existing equipment (if applicable), removal of the existing equipment (if applicable), and the proposed location of the new equipment.

Plans shall include the following: service points, lighting controllers/panels, safety switches, receptacles, above or below ground pull and/or junction boxes, conduit, wiring, jacked/bored casing, and luminaires. All new equipment and the lighting design will conform to:

1. MOVEBR City of BR Design Guidelines
2. IESNA/ANSI RP-8
3. National Electrical Code (NFPA 70)
4. Standard for Electrical Safety in the Workplace (NFPA 70E)
5. AASHTO Design Guides
6. All other local and applicable codes

The Consultant will prepare the following documents:

<b>Type</b>	<b>Qty</b>	
Title Sheet	1	"C" dwg
Photometric Plans, Lighting Design	5	"C" dwg
Power Plan	4	"C" dwg
Electrical Details	3	"C" dwg
Electrical Lighting and Fixture Schedules	1	"C" dwg
Dismantling/Demolition Plans	4	"C" dwg

### **Submittals and Services to be Provided**

The following phases are the three (3) Submittals to be prepared by the Consultant:

- Phase I – Preliminary Engineering (30%)
- Phase III – Plans in Hand (60%)
- Phase IV – Construction Plans (100%)

### **Clarifications**

- The Parish to provide survey plans showing existing conditions, including lighting components to serve as background for Demo Plans.
- The Parish to provide new plans showing proposed roadway, to serve as background for new Lighting Plans.
- Any design or engineering beyond the discipline of Electrical is excluded from the Consultant's scope of supply
- Preparation of any documents beyond than those specifically listed above is excluded from the Consultant's scope of supply
- Bid Support services, Construction Administration services, preparation of Record Drawings is excluded from the Consultant's scope of supply.

### **Fee Proposal**

Compensation for these engineering services is set at a Lump Sum of **\$58,789.38**, to be invoiced monthly to the Parish according to the percent complete determined by the Consultant's Project Manager. These fees are calculated per the Engineering Man-Hour Estimate:

<b>Submittal</b>	<b>Fee</b>
30%	\$30,000.00
60% Plan-in-Hand	\$24,000.00
100% Construction Documents	\$4,479.38

**END OF EXHIBIT A**