

BOBBY JINDAL
GOVERNOR



PAUL W. RAINWATER
COMMISSIONER OF ADMINISTRATION

State of Louisiana
Division of Administration
FACILITY PLANNING AND CONTROL

October 1, 2012

Dammon Engineering, Inc.
554 Old Spanish Trail
Slidell, Louisiana 70458

RE: Sewer System Renovation
Bridge City Center for Youth
Bridge City, Louisiana
Project No.: 08-403-11-01, Part 01

Gentlemen:

Please find enclosed one (1) fully executed copy of the contract in the amount of \$30,647.00 on the above referenced project for your files.

Please contact Mr. Creighton Stout of this Department within ten (10) days of receipt of this letter to schedule a pre-design conference on this project. You should bring your copy of the contract, along with the designer's package, to the conference.

Sincerely,

John Davis
Director

A handwritten signature in blue ink that reads "Denise Brumfield".

Denise Brumfield
Administrative Director

DB/mk

Attachment

c: Mr. Curtis Badon, w/attachments
Mr. Creighton Stout, via email

CONTRACT BETWEEN OWNER AND DESIGNER

THIS CONTRACT, made and entered into this 28th day of September, 2012, between the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, hereinafter called the Owner, and Dammon Engineering, Inc., Engineers of 554 Old Spanish Trail, Slidell, Louisiana 70458 hereinafter called the Designer.

WITNESSETH:

Whereas, the Owner, in the execution of a single project at the:

Bridge City Center for Youth

contemplates the following project to-wit:

Sewer System Renovation
Bridge City Center for Youth
Bridge City, Louisiana
Project No.: 08-403-11-01, Part 01
State Bldg. ID: N/A Site Code: 1-26-004

for the purposes and to the extent set forth in a Building Program attached, of the Owner, dated May 23, 2012, to which Program a specific reference is hereby made; and

Whereas, the Designer named above has been duly selected by the Owner to perform design duties for the project described; and,

Whereas, the relationship between the Owner and the Designer, and their rights and duties, respectively, on such projects are more particularly defined in a manual entitled "Louisiana Capital Improvement Projects Procedure Manual for Design and Construction - 2006 Edition", as prepared by the Division of Administration, hereinafter referred to as the "Manual".

Now, therefore, it is mutually agreed that the Designer will perform the services of Architect or Engineer or Landscape Architect on the aforesaid project and that the Owner will compensate the Designer for such services in accordance with the terms and conditions hereinafter set forth.

CONDITIONS

This contract is made subject to and in accordance with all of those provisions in the "Manual" applicable to Designers, all of which provisions are hereby incorporated herein and made a part of this contract, as though herein set out in full.

This contract shall become effective on the date of the predesign conference and shall terminate upon notification by the Owner that all punch list and warranty items have been completed satisfactorily.

The Designer agrees that should the scope of the project as established by Exhibit A, The Building Program, or Exhibit B, Available for Construction Budget, both attached and made a part of this contract, be exceeded, any revision in the plans and specifications necessary to bring the construction of the project within the Available for Construction Budget will be made at no additional cost to the State of Louisiana.

The Designer also agrees that the professional consultants named in Exhibit C attached hereto and made a part hereof, will, if approved by the Owner, be retained on this project and will affix their professional seal on any documents prepared by them. If other professional consultants are retained during the term of this contract, their names will be submitted to the Owner for approval and their professional seals affixed to any documents prepared by them.

The Fee for Basic Services, which is described in and may be modified in accordance with Article 5 of the "Manual" to be paid the Designer for the services required by the contract is Thirty Thousand Six Hundred Forty-Seven and NO/100 Dollars (\$30,647.00), which is based on the amount Available for Construction, Three Hundred Sixty Thousand and NO/100 Dollars (\$360,000.00).

The Fee for Basic Services for this project is as outlined in Exhibit "B" attached.

Designer hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said designer's obligation and identified under tax identification # 72-1075648.

The Designer shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Designer from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

The Designer agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal 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 Act of 1972, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Designer agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, genetic information, age or disabilities. Any act of discrimination committed by Designer or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Any act of discrimination committed by Designer, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

It is hereby agreed that the Legislative Auditor of the State of Louisiana shall have the option of auditing all accounts of designer which relate to this contract.

WITNESSES:

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OWNER

Melissa Kimball
Denise Bynard

BY: John Davis
John Davis, FP&C Director

Dammon Engineering, Inc.

Denise Singletary
Denise Singletary
Neil Alford
Neil Alford

By: Chuck Dammon
CHUCK DAMMON JR

LYDIA ALFORD
NOTARY PUBLIC
STATE OF LOUISIANA
PARISH OF ST TAMMANY
LA BAR NO. 17248
COMMISSION IS FOR LIFE

and subscribed before me
this 14th day of Sept 2012
Lydia Alford
NOTARY PUBLIC
as to Chuck Dammon only

EXHIBIT "A"

THE BUILDING PROGRAM

PROJECT NO. 08-403-11-01, Part 01

AS PREPARED BY:

Bridge City Center for Youth

FOR:

Sewer System Renovation
Bridge City Center for Youth
Bridge City, Louisiana

DATED:

May 23, 2012

is hereby made part of this contract. The Designer shall refine and complete the program for approval of the User Agency and Owner. Construction documents are to be completed within **160** consecutive calendar days from the date of the pre-design conference. The number of consecutive calendar days shall include **53** days for review by the Owner and User. In accordance with Article 5.7 of the 2006 Procedure Manual, when the Designer exceeds the established time schedule, liquidated damages in the amount of **\$100.00** per day will be assessed for each working day past the original or extended date that the Designer has not delivered all Construction Documents to the Owner complete, coordinated and ready to bid.

Dated 5/23/2012

PRELIMINARY PROGRAM FORM

for medium to large scale, complex projects

Department of Administration

Facility Planning and Control



<u>Description of Project:</u>		
<p>This project is to renovate the main 8" sewer trunk lines with Cured in Place Plastic Pipe (CIPP), renovate all existing manholes with an epoxy resin coating and replace all service connections (pipe) from the existing buildings (approx 5' from the slab) to the main 8" sewer trunk with new PVC pipe. After the main lines are cleaned and videoed, point repairs are made and then a new pipe is inserted inside the old pipe and is cured in place. Using this renovation technique will minimize the disruption to the facility and along with manhole renovation will result in a "like new" sanitary sewage collection system.</p>		
<u>Priority Rank:</u>	<u>Project type:</u>	<u>Project Mission:</u>
#3	Renovation - Sewer System	The purpose of this project is to keep the entire Bridge City campus operational and to prevent further code violations and public health risk, which have previously occurred from raw sewerage pouring out onto the campus grounds from breaks in the existing terra cotta sewer pipe.
<u>Location</u>		
Bridge City (New Orleans area)		
<u>Umbrella Agency/Department:</u>		
Office of Juvenile Justice		
<u>User Agency:</u>		<u>Agency Mission:</u>
Bridge City Center for Youth		The Office of Juvenile Justice protects the public by providing safe and effective individualized services to youth, who will become productive, law-abiding citizens.
<u>Contact Name:</u>		<u>Agency Strategic Plan:</u>
Curtis R. Badon, P.E.		The objective of this facility is to embrace a therapeutic model of treatment for juveniles adjudicated by the State of Louisiana, thus helping promote their successful rehabilitation back into society. Since the facility is based on a therapeutic model, the overall architectural design vocabulary of the campus should deviate from projecting a "detention" setting.
<u>Contact Phone Number:</u>		
225-287-7658		
<u>Contact Fax:</u>		
225-287-7931		Facility (Campus) Master Plan: Facility was constructed in the early to mid 1960's. Most buildings are concrete slab foundation with brick and concrete masonry walls. Many buildings have flat roofs. Some roofs are pitched.
<u>Contact Email:</u>		
Curtis.Badon@LA.GOV		
EXECUTIVE SUMMARY		
<u>Describe the project's size, type, scope, and its proposed location:</u>		
<p>This project is to renovate the existing campus-wide sanitary sewage collection system as described under "Description of Project" above. The project would prevent further code violations and public health risk, which have previously occurred from raw sewerage pouring out onto the campus grounds from breaks in the existing terra cotta sewer pipe.</p>		
<u>Relate the project need and specific objectives to the agency's mission statement and Strategic Plan.</u>		
<p>The project will make the campus-wide sewage collection system safe and operational, which will in turn keep the campus and campus therapeutic programs operational. Without this project being completed, repeated health code violations will threaten future operation of the campus.</p>		
<u>What is the cost of this project and why is this project the most cost-effective and practical solution to this need? What are the proposed funding sources?</u>		
<p>Project total cost estimate from Oct 2010 is approximately \$470,000 (see "New Space" tab). To account for time delay and inflation, the Dept. level COR total project cost was \$499,113.00. The LA legislature only provided a total of \$470,000.00 The project will be funded from #08-403-11-01, Office of Juvenile Justice - Bridge City Center for Youth, Sewer System Renovation, Act No. 22 (Act Yr 2011), Priority 2 CLOC. Performing the project as proposed, avoids the cost of replacing the larger pipe in the sewage collection system, and minimizes down time of the system.</p>		

dated 5/23/2012

<u>Explain the functions and performance characteristics of the completed project.</u>
The project will make the campus-wide sewage collection system safe and operational, which will in turn keep the campus and campus therapeutic programs operational.
<u>Are there any special requirements for this project?</u>
None are anticipated other than as described in "Description of Project" above.
<u>What are the key milestone dates (or time frame)? Include move-in date.</u>
Appointment of Designer and obtaining design contract: June 29, 2012; Design start: July 17, 2012; Award construction contract: Apr 22, 2013; Construction completion: Oct 22, 2013. If possible, campus will remain occupied during construction.
<u>List any contingencies, significant unresolved issues, or requirements necessary for completion of the project (legislation, action of courts, funding agreements, grant restrictions, or similar unresolved issues or requirements)</u>
None known.
<u>What alternatives were considered and why were they rejected?</u>
Replacing the entire piping system was discussed, but would be more expensive and would require temporary closure of the campus.
<u>List effects, if any, this project may have on surrounding facilities, programs, or other agency projects.</u>
Will maintain sanitary conditions on this campus.
SUPPLEMENTAL INFORMATION
<u>Is there a model for this facility? Is there a prototype for certain types of spaces, functions, or materials? Describe or attach examples. Include journal or professional articles.</u>
There is no model.

Examples of Means of Financing include: General Obligation Bonds, Self Generated, Revenue Bonds, etc.

* The burden factor includes support spaces such as stairs, mechanical rooms, electrical closets, restrooms, etc and can range from slightly more than 1.00 to almost 2.00 depending on the complexity of the building. A guideline to burden factors is attached under the tab "Burden Factor."

* In the "Special Comments" area you can list any additional information pertaining to the building.



Facility Planning & Control PRELIMINARY PROGRAM FORM

December 21, 2011

CONTENTS: Refer to the tabs on the bottom this screen to access all the pages associated with this form.

- 1) Preliminary Program Information - General overview of the project and its description
- 2) Existing Space - This form is used to describe the current spaces and any special considerations required.
- 3) New Space - This form is used to describe the new spaces needed in a project.
- 4) Utilities - This form is used to list all the current utilities on site and the contact information for the utilities company.
- 5) FP&C Check List - This form is to be used by FP&C to start the evaluation process of the program.
- 6) Burden Factors - Lists some representative burden factors.

Please contact the Senior Manager for your agency for assistance with the program.

Executive Department, Elected Officials, Department of Culture Recreation and Tourism, Ancillary Appropriations, Agencies not Listed Elsewhere

Lisa Smeltzer, Senior Manager Lisa.Smeltzer@LA.GOV 225-342-0816

Department of Public Safety and Corrections, Department of Health & Hospitals, N. O. Adolescent Hospital, Department of Social Services, Department of Natural Resources, Department of Environmental Quality, Department of Wildlife and Fisheries, LSU Health Care Services Division

Gary Justice, Senior Manager Gary.Judice@LA.GOV 225-342-6238

Education: Louisiana State University, Southern University, LSU Health Care Services Division - Shreveport.

Steve Losavio, Senior Manager Stephen.Losavio@LA.GOV 225-342-0832

University of Louisiana, Louisiana Community and Technical College System, Louisiana Special Education Center, Louisiana School for Math, Science and the Arts, Louisiana School for the Deaf, Louisiana School for the Visually Impaired

Chris Whitmire, Senior Manager Chris.Whitmire@LA.GOV 225-219-4422

Education: Louisiana State University Health Care Services Division – New Orleans

Tom Rish, Senior Manager Thomas.Rish@LA.GOV 225-219-4273

LSU HSC New Orleans

Barry Hickman, Senior Manager Barry.Hickman@LA.GOV 504-568-8542

Statewide Roofing

Charles Cusick, Senior Manager Charles.Cusick@LA.GOV 225-219-4275

Louisiana Code for State Owned Buildings

Mark Bell, Senior Manager Mark.Bell@LA.GOV 225-342-2069

General Information:

* This form is to be submitted with any request for the selection of an architect, engineer or landscape architect (designer.) This form is meant to help the User Agency compile the required information for the designer's contract.

EXHIBIT "B"
2012

COMPUTATION OF FEE

PROJECT NO.: 08-403-11-01, Part 01

PROJECT NAME: Sewer System Renovation Bridge City Center for Youth Bridge City, Louisiana

FUNDS AVAILABLE FOR CONSTRUCTION (AFC) = \$ 360,000.00

FEE COMPUTATION:

FEE % for calculation = $\frac{46.10}{\text{Log}(\text{AFC}(1975 \text{ BCI}/\text{Current BCI}))}$ = 9.2789%

RENOVATION FACTOR (RF) = 1.000

MODIFICATION FACTOR (MF) = 0.850

FEE = FEE% (AFC(1975 BCI/CURRENT BCI) (CURRENT CPI/1975 CPI) (RF)(MF) =
= **\$30,647.00**

FEE as a percentage of AFC 8.5131%

INDICES:

		BCI	CPI
	1975	1306	53.8
CURRENT	2011	5058	224.9

Professional Liability Insurance Coverage shall be in the amount required by the following schedule unless otherwise indicated. No deductible shall be in excess of 5% of the amount of the policy. The prime designer shall be fully responsible to the Owner for his associates and his professional consultants' work. Professional liability coverage for the total project design, (including all professional consultants) rests solely with the prime designer.

SCHEDULE

Limits of Professional Liability

<u>Construction Cost</u>	<u>Minimum Limit of Liability</u>
0 to \$1,000,000	\$500,000
\$ 1,000,000 to \$10,000,000	\$1,000,000
\$10,000,000 to \$20,000,000	\$1,500,000
\$20,000,000 to \$50,000,000	\$3,000,000
Over \$50,000,000	To be determined by Owner

EXHIBIT "C"

Professional Consultants to be retained for this project: *N/A*

DISCIPLINE	NAME	LOUISIANA LICENSE NUMBER
CIVIL		
STRUCTURAL		
MECHANICAL		
ELECTRICAL		
LANDSCAPE ARCHITECTURAL		
OTHER		

Consultants listed shall not be replaced without prior written notification to the Owner.