

CONTRACT

Be it known, that on this 27<sup>th</sup> day of May, 2014, the Military Department, State of Louisiana, 718 E Street, Camp Beauregard, Pineville, LA 71360-0613 (hereinafter sometimes referred to as **LAMD**, represented by Brigadier General (R), Owen W. Monconduit, its Deputy Director, Contracting & Purchasing, and Dammon Engineering, Inc., 554 Old Spanish Trail, Slidell, Louisiana 70458, hereinafter sometimes referred to as **Contractor**, do hereby enter into contract under the following terms and conditions.

**Scope of Services**

Contractor hereby agrees to furnish the following services for:

**Camp Villere New Home Construction, Camp Villere, Louisiana**

Firm will provide A&E Title I & II services for the design of the Camp Villere New Home Construction, Camp Villere, Slidell, Louisiana in accordance with the Schedule of Deliverables dated May 5, 2014, which are referenced herein and attached to the contact. A&E Title I & II are for 150 days.

**Payment Terms**

In consideration of the services described above, LAMD hereby agrees to pay the Contractor a maximum fee of **Fourteen Thousand Seven Hundred Ninety-One Dollars and 36/100 cents (\$14,791.36)**. Payment will be made only on approval of the **LAMD representative**. If progress and/or completion to the reasonable satisfaction of the LAMD are obtained, payment is scheduled as follows:

Payment will be made upon completion of services listed on the invoice after review by CPT Kevin Keese, or his designated representative, and approval of Brigadier General (R), Owen W. Monconduit, Deputy Director, Contracting and Purchasing.

**Contract # LA14-A-037, dated May 27, 2014, Continued**

**Taxes**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract shall be the Contractor's obligation and identified under Federal Tax Identification Number (TIN) 72-1075648-00.

**Termination for Cause**

The LAMD may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that LAMD shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the LAMD may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the LAMD to comply with the terms and conditions of this contract; provided that the Contractor shall give LAMD written notice specifying LAMD's failure and a reasonable opportunity for LAMD to cure the defect.

**Termination for Convenience**

The LAMD 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.

**Remedies for Default**

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA – R.S. 39:1524-1526.

**Ownership**

All records, reports, documents and other material delivered or transmitted to Contractor by LAMD shall remain the property of LAMD, and shall be returned by Contractor to LAMD, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of LAMD, and shall, upon request, be returned by Contractor to LAMD, at Contractor expense, at termination or expiration of this contract.

**Contract # LA14-A-037, dated May 27, 2014 Continued**

**Assignment**

The Contractor 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 LAMD, provided, however, that claims for money due or to become due to the Contractor from the LAMD may be assigned to a bank, trust company, or other financial institute without prior written consent. Notice of such assignment or transfer shall be furnished to the LAMD.

**Auditors**

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administrative Auditors shall have the option of auditing all accounts of the contractor which relate to this contract.

**Term of Contract**

This contract shall begin on May 27, 2014 and shall terminate on October 23, 2014.

**Fiscal Funding**

The continuation of this contract is contingent upon the availability of funds to fulfill the requirements of the contract by LAMD. Should sufficient funding not be appropriated or the amount of funds allocated to this project be reduced, the contract may be cancelled by LAMD and the Contractor shall be paid for work performed or materials purchased prior to the cancellation of the contract.

**Discrimination Clause**

The Contractor 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.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, sexual orientation, veteran status, political affiliation, or disabilities.

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

Contract # LA14-A-037, dated May 27, 2014 Continued

THUS DONE AND SIGNED AT Pineville, Louisiana and Slidell, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 10<sup>th</sup> day of June, 2014.

WITNESSES SIGNATURES:

Karan Daigrapant  
(Printed Name)

Karan Daigrapant  
(Signature)

SAMANTHA LEE  
(Printed Name)

Sammie Lee  
(Signature)

WITNESSES SIGNATURES:

David Dammon  
(Printed Name)

David Dammon  
(Signature)

CHUCK DAMMON  
(Printed Name)

Chuck Dammon  
(Signature)

MILITARY DEPARTMENT SIGNATURE:

By: BRI(R) Owen W. Monconduit

Name: Owen W. Monconduit, Brigadier General (R)

Title: Deputy Director, Contracting/ Purchasing

CONTRACTOR SIGNATURE:

By: Maxine Dammon

Name: Maxine Dammon

Title: Owner - Pres.

Tax I.D. # 72-1075648-00 Tele#: (985) 649-5832

DAMMON ENGINEERING, INC.  
(Contractor Name)  
554 OLD SPANISH TRAIL  
(Contractor Address)  
SLIDELL, LA 70458  
(Contractor City, State, Zip)

DATE: MAY, 29, 2014

**Contractor Certification and Disclosure Form**

I, Maxine Dammon, do hereby certify that:  
(Print Name)

- a. As an entity contracting with the Military Department, State of Louisiana (SMD), I acknowledge and agree that I am responsible for ensuring there is no conflict of interest or violation of the State of the Louisiana Ethics Code.
- b. Neither I, nor any of my employees, have immediate family members who work for the Military Department, State of Louisiana (SMD). In addition, no member of the SMD has a controlling interest in my company, as defined in the Louisiana Ethic Code.
- c.  Neither I, nor any of my employees, have any other relationships with SMD employees that are or may be perceived as improper or unethical; OR

       I hereby disclose freely and with no reservations that I, or the below listed employee, have/has a relationship with the following SMD employee(s): \_\_\_\_\_  
\_\_\_\_\_

The nature of this/these relationship(s) is/are (personal, professional; number of years of relationship, etc.): \_\_\_\_\_  
\_\_\_\_\_

d. The information above is true and correct, and should anything come to my attention that would damage the answers above, I will inform SMD immediately.

Maxine Dammon  
Signature

Maxine Dammon  
Printed Name

EXHIBIT E  
INDEMNIFICATION AGREEMENT

The \_\_\_\_\_ Contractor \_\_\_\_\_ (Contractor/Lessee) agrees to protect, defend indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees and volunteers, from and against any and all claims, damages, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grown out of, any act or omission of Dammon Engineering, Inc./Contractor (Contractor/Lessee), its Agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by \_\_\_\_\_ Dammon Engineering, Inc./Contractor(Contractor/Lessee) as a result of any claims, demands, suits or causes of action, except those claims, demands, suits or causes or action arising out of the negligence of the State of Louisiana, all State Department, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Dammon Engineering, Inc./Contractor (Contractor/Lessee) agrees to investigate, handle, respond to, provide Defense for and defend any such claims, demands, or suits or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits or causes of action are groundless, false or fraudulent.

Accepted by Dammon Engineering, Inc.  
(Company Name)

*Marjorie Dammon*  
(Signature)

Owner  
(Title)

Date Accepted \_\_\_\_\_

Is Certificate of Insurance Attached: \_\_\_\_\_ Yes \_\_\_\_\_ No

Contract No. \_\_\_\_\_ for \_\_\_\_\_  
(State Agency Name)

PURPOSE OF  
CONTRACT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sworn Affidavit

May 30, 2014

(Date)

I hereby verify that all of the employees of Dammon Engineering, Inc. have been placed into  
(Contractor Name Here)  
the (E-Verify System) and are US-Born Citizens or Legal Aliens.

Contract Title: Camp Villere New Home Construction, Camp Villere, Louisiana

Contract Number: LA14-A-037



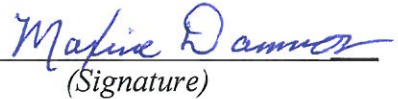
Witness Signature



Witness Signature

Dammon Engineering, Inc.

(Company Name)



(Signature)



(Notary Signature/Seal)

