

Facility Planning and Control  
State of Louisiana  
Division of Administration

JOHN BEL EDWARDS  
GOVERNOR



JAY DARDENNE  
COMMISSIONER OF ADMINISTRATION

March 27, 2019

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

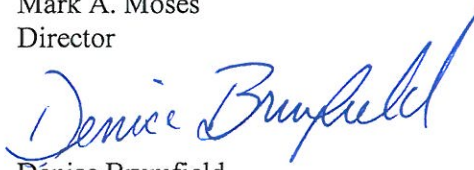
RE: HVAC System Replacement  
State Police Troop L Headquarters  
Mandeville, Louisiana  
Project No. 01-107-06B-11, F.01003807

Sir or Madam:

Please find enclosed one (1) fully executed copy of the contract in the amount of \$24,653.00 on the above referenced project for your files.

Please contact Mark Bradley 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,  
Mark A. Moses  
Director

  
Denise Brumfield  
Administrative Director

MAM/DB:dk

Attachments

c: Mr. Tom Bickham, DPSC, via email w/attachments  
LTC Jason Starnes, DPSC, via email w/attachments  
Mark Bradley, FPC, via email w/attachments  
Fred Dugas, FPC, via email w/attachments

DIRECT APPOINTMENT

CONTRACT BETWEEN OWNER AND DESIGNER

THIS CONTRACT, made and entered into this 27<sup>th</sup> day of March, 2019, between the STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, hereinafter called the Owner, and Dammon Engineering, Inc., (Architects) of 554 Old Spanish Trail, Slidell, LA 70458 hereinafter called the Designer.

WITNESSETH:

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

State Police Troop L Headquarters

contemplates the following project to-wit:

HVAC System Replacement  
State Police Troop L Headquarters  
Mandeville, Louisiana  
Project No.: 01-107-06B-11, F.01003807  
State ID: S00814 Site Code: 1-52-004

for the purposes and to the extent set forth in a Building Program attached, of the Owner, dated February 25, 2019, 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 **Architects** 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 is **TWENTY-FOUR THOUSAND SIX HUNDRED FIFTY-THREE AND NO/100 DOLLARS (\$24,653.00)**, which is based on the amount Available for Construction, **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**.

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 Contract and/or legislative appropriation shall be Designer's obligation and identified under Federal tax identification number 72-1075648.

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

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

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

No Designer shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Designer from assigning his 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 the State.

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

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The Designer 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 Designer 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, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. 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.

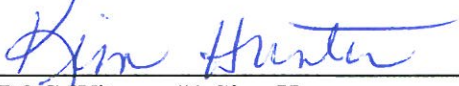
Designer has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

Designer, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

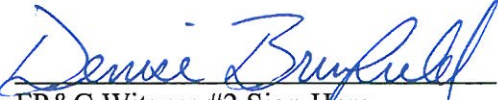
THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the day, month, and year first written above.

**WITNESSES:**

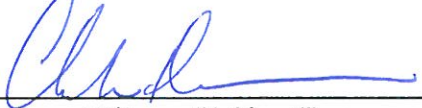
**STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
OWNER**

  
\_\_\_\_\_  
FP&C Witness #1 Sign Here

BY:   
\_\_\_\_\_  
**MARK A. MOSES, FP&C DIRECTOR**

  
\_\_\_\_\_  
FP&C Witness #2 Sign Here

BY:   
\_\_\_\_\_  
**DAMMON ENGINEERING, INC.**

  
\_\_\_\_\_  
Designer Witness #1 Sign Here

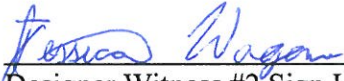
  
\_\_\_\_\_  
Designer Witness #2 Sign Here

EXHIBIT "A"

THE BUILDING PROGRAM

PROJECT NO. 01-107-06B-11, F.01003807

AS PREPARED BY:

Facility Planning and Control

FOR:

HVAC System Replacement  
State Police Troop L Headquarters  
Mandeville, Louisiana

DATED:

February 25, 2019

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 150 consecutive calendar days from the date of the pre-design conference. The number of consecutive calendar days shall include 50 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 \$75.00 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.

February 25, 2019

**PRELIMINARY PROGRAM  
HVAC SYSTEM REPLACEMENT  
STATE POLICE TROOP L HEADQUARTERS  
Mandeville  
State Project No. 01-107-06B-11, F.01003807**

This project consists of the removal and replacement of the existing HVAC system including ductwork, associated mold remediation, and any required wall and ceiling finishes replacement within the approximately 10,000 sq ft Troop L Headquarters. The designer shall be responsible for determining the extent of environmental remediation associated with the removal of the existing hvac system and confirming the hvac design loads and programming needs for the replacement equipment. Record drawings of the building floor plan will be made available to the designer. The existing hvac installation will require field verification.

Design services shall include all phases of basic services (Program Completion thru One-Year Warranty / Project Closeout).

**EXHIBIT "B"**  
**2019**

**COMPUTATION OF FEE**

PROJECT NO.: 01-107-06B-11, F.01003807

PROJECT NAME: HVAC System Replacement, State Police Troop L Headquarters,  
Mandeville, Louisiana

FUNDS AVAILABLE FOR CONSTRUCTION (AFC) = \$250,000.00

FEE COMPUTATION:

FEE % for calculation:  $\frac{46.10}{\text{Log}(AFC(1975 \text{ BCI}/\text{Current BCI}))}$  = 9.7373%

RENOVATION FACTOR (RF) = 1.000

MODIFICATION FACTOR (MF) = 1.000

FEE = FEE% (AFC(1975 BCI/CURRENT BCI) (CURRENT CPI/1975 CPI) (RF) (MF) = **\$24,653.00**

FEE as a percentage of AFC: **9.8612%**

INDICES:

		<u>BCI</u>	<u>CPI</u>
	1975	1306	53.8
Current	2018	6019	251.1

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 \$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	LA LICENSE #
CIVIL		
STRUCTURAL		
MECHANICAL		
ELECTRICAL		
LANDSCAPE ARCHITECTURAL		
OTHER		

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