

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 Byrd

BY: John Davis
John Davis, FP&C Director

Dammon Engineering, Inc.

Denise Singletary
Denise Singletary
Neil Alford
Neil Alford

By: Chuck Dammon
CHUCK DAMMON VP

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

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