

**STANDARD AGREEMENT  
BETWEEN  
CITY OF SLIDELL, LA  
AND  
ARCHITECT/ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of February 16, 2011 ("Effective Date") between City of Slidell, LA ("City") and Dammon Engineering, Inc. ("A/E").

A/E agrees to provide the Architect/Engineer professional services for City as described below:

Design & Construction Administration of New Sidewalk Installation in the CDBG Target Area\_\_\_\_\_

\_\_\_\_\_, which is Slidell Project No. 5000-21.

City and A/E further agree as follows:

**1. Scope of Services**

A/E shall provide services set forth in this Agreement ("Services"), including Attachment "A" (Scope of Services). Attachment "A" shall include the rate schedule to be used for Construction Administration, Inspection, and Additional Services.

**2. Compensation**

2.1 City shall pay A/E, as compensation for Services ("Compensation"), according to the payment schedule table below. (NOTE: percentages in this table are based on the total lump sum fee)

PHASE	BASIS	NOT TO EXCEED AMOUNT
Preliminary Design	10%	\$490.00
Schematic Design	15%	\$735.00
Construction Documents	35%	\$1,715.00
Quotes and Contracts	5%	\$245.00
Construction Administration	15% (billed on hourly rates)	\$735.00
Inspection	20% (billed on hourly rates)	\$980.00
<b>TOTAL LUMP SUM FEE</b>		<b>\$4,900.00</b>

2.2 Services for these phases are outlined below. Each of these phases will require meetings to coordinate and communicate the various aspects involved in completing this project. The time and mileage for these trips plus all other expenses incurred during this project that might be considered reimbursable shall not be paid separately, but may be included in the appropriate phase listed above. Daily certified time sheets and a log of activity are required for all hourly based payments.

#### 2.2.1 Preliminary Design Phase

1. Make all required investigations as may be required to prepare construction plans. As necessary, this shall include surveys, geotechnical investigation and report, and testing services *unless these services are obtained by Slidell*. If any or all of these services are provided through this contract, the maximum markup allowable shall be five percent.
2. Investigations and/ or surveys shall locate and define such utilities sufficiently to enable proper plans to be made to modify such utilities to fit the project.
3. Prepare a program of borings and other soil investigations that may be required for proper design.
4. Prepare preliminary layouts and sketches.
5. Prepare a preliminary Cost Estimate.

#### 2.2.2 Schematic Design Phase

1. Prepare necessary applications for permits for submission to and approval of local, state, and federal authorities.
2. Submit draft 30% complete Construction Documents for review and comment by appropriate City of Slidell personnel. Coordinate with Planning Department for number of copies required.
3. Prepare a detailed Cost Estimate.

#### 2.2.3 Construction Documents Phase

1. The Planning Department will provide a front end specifications template, which must be customized for this project.
2. Plans and Technical Specifications will be developed that are appropriate for the project, adequate for project construction, and comply with all required applicable local, state, and federal standards and codes.
3. All affected utilities shall be located on the plans from the best available data, including ownership and contact information.
4. Two sets of final draft construction contract documents shall be submitted to the Planning Department for review and comments. Upon receipt of all comments, the contract documents shall be revised and resubmitted to the Planning Department for final approval.
5. Prepare detailed Final Cost Estimate.

#### 2.2.4 Quoting and Contracts Phase

1. Produce quote documents for distribution to prospective contractors.
2. Distribute the quoting documents to prospective contractors.
3. Prepare responses to questions from prospective contractors and providing clarifications and interpretations of the quoting documents to all prospective contractors in the form of addenda.
4. Make quote tabulation and analyze quotes received.
5. Submit letter of recommendation for award.

#### 2.2.5 Construction Administration Phase

1. Provide a competent Project Engineer and such assistants as may be required to administer the construction contract.
2. Conduct the preconstruction meeting and coordinate with all affected utilities, city personnel, testing services, surveyors, and any other entities to be involved in this project in scheduling meeting and addressing issues that arise throughout the project.
3. Attend regularly scheduled progress meetings and make minimum monthly site visits to assess project progress and to identify any gross non-compliance with the construction contract documents or deficiencies in quality of work performed.

4. Review and approve all required shop drawings, samples, and other submittals for conformance with the contract documents.
5. The Project Engineer is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, except as may be expressly indicated in the construction contract documents.
6. Provide construction benchmarks and other control points, as necessary, to assist Contractor with Construction Layout, unless otherwise provided by the Owner.
7. Coordinate with owners of utilities for relocation of their facilities to clear construction.
8. Require and review tests of materials necessary for the project.
9. Verify and approve Contractor's pay estimates and submit approved invoices to Planning Department for processing. Includes verifying contract pay quantities and materials verification per specifications. If stored materials are invoiced, provide required documentation per specifications.
10. Prepare progress reports for Slidell when requested.
11. Respond to Contractor's Requests for Information.
12. Negotiate and prepare all Work Change Directives and Change Orders and submit to Planning Department with all necessary documentation including cost analysis. These submittals shall be supplied as early as possible and the Planning Department shall be notified of all directives to the Contractor prior to issuance.
13. Perform final inspection, generate the punchlist, and make a recommendation for acceptance.
14. Provide "As-Built" drawings of the complete project in both electronic format and hard copy.

#### 2.2.6 Inspection Phase

1. Provide a competent Construction Inspector with the appropriate experience and credentials for this project to observe and inspect the materials and construction procedures at the site of the work as it progresses. This shall not include the furnishing of a Resident Inspector, but shall include periodic job visits as necessary to verify construction is proceeding per the construction contract documents.
2. The Inspector is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, except as may be expressly indicated in the construction contract documents.

2.3 If additional services are required, an amendment to this contract must be executed by both parties prior to paying for additional services. If both parties agree, work may begin prior to amendment execution upon written directive from the City.

### 3. **Payment Procedures**

3.1 *Preparation of Invoices:* A/E shall submit a standard monthly invoice describing the Services performed during the preceding month. Daily certified time sheets and a log of activity are required for all hourly based payments. City shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to A/E within 30 calendar days after receipt of A/E's monthly invoice.

3.2 *Payment of Invoices:* If City fails to make any approved invoice due A/E for services and expenses within 30 days after receipt of A/E's invoice, then:

- 3.2.1 Amounts due A/E may be increased at the rate of 0.5% per month (or the maximum rate permitted by law, if less); and

3.2.2 A/E may, after giving seven days written notice to City, suspend services under this Agreement until City has paid in full all amounts due for services, expenses, and other related charges. City waives any and all claims against A/Es for any such suspension.

#### **4. City's Responsibility**

4.1 City shall designate a person to act as City's representative with respect to this Agreement. Such person will have complete authority to transmit instructions, receive information, and interpret and define City's policies and decisions.

4.2 City shall furnish to A/E all applicable information and technical data in City's possession or control that are reasonably required for the proper performance of the Services. City shall also disclose to A/E's hazards at the Project site ("Site") that pose a significant threat to human health or the environment. A/E shall be entitled to reasonably rely upon the information and data provided by City or obtained from generally accepted sources within the industry without independent verification except to the extent such verification is expressly included in the Services.

4.3 City shall examine all studies, report, sketches, drawings, specifications, and other documents presented by A/E, seek legal advice, the advice of an insurance counselor, or other A/E(s), as City deems appropriate for such examination. If any document required City to approve, comment, or to provide any decision or direction, such approval, comment, decision, or direction shall be provided within a reasonable time within the context of the schedule for the Services.

4.4 City shall arrange for access to and make all provisions for City to enter upon public and private property as required for A/E to properly perform the Services.

4.5 City shall obtain, where applicable, the following:

4.5.1 All published advertisements for quotes;

4.5.2 All permits and licenses that may be required of City by local, state, or federal authorities;

4.5.3 All necessary land, easements, and rights-of-way;

4.5.4 All items and services not specifically covered by the terms and conditions of this Agreement;

4.5.5 City shall directly pay for any costs associated with the above items.

#### **5. A/E's Responsibilities**

5.1 A/E shall designate a project manager for the performance of the Services.

5.2 A/E shall perform the Services as an independent contractor and not as City's agent or employee. A/E shall be solely responsible for the compensation, benefits, contributions, and taxes, if any, of its employees and agents.

5.3 The standard of care applicable to A/E's Services will be the degree of skill and diligence normally employed by professional A/Es performing the same or similar services at the time and location said Services are performed. A/E will re-perform any Services not meeting this standard without additional compensation.

5.4 A/E may, during the course of its Services, prepare opinions of the probable cost of construction. City acknowledges, however, that A/E has no control over costs of labor, materials, competitive quoting environments and procedures, unknown field conditions, financial and/or market conditions or other factors affecting the cost of the construction and the operation of the facilities, all of which are beyond the A/E's control and are unavoidably in a state of change. City therefore acknowledges that A/E cannot and does not make any warranty, promise, or representation, either express or implied, that proposals, quotes, opinions of probable construction costs, or cost of operation or maintenance will not vary substantially from its probable cost estimates.

5.5 When A/E provides on-site monitoring personnel during construction as part of its Services, the on-site monitoring personnel will notify City of any observed defects, will make reasonable

efforts to guard City against defects and deficiencies in the work of the contractor(s), and will help to determine if the provisions of the contract documents are being fulfilled. Providing on-site monitoring personnel will not, however, cause A/E to be responsible for those duties and responsibilities that belong to the construction contractor, which include (but are not limited to) full responsibility for the means, methods, techniques, sequences and progress of construction, the health and safety precautions incidental thereto, and for performing the construction in accordance with the contract documents.

5.6 In addition to or in lieu of on-site personnel, A/E's off-site staff may periodically visit the Project site as part of its Services. Such periodic visits and any observations made by A/E during such periodic visits shall not make A/E responsible for, nor relieve the construction contractor of the sole responsibility for all A/E means, methods, techniques, sequences, and progress of construction, and the health and safety precautions incidental thereto and for performing the construction in accordance with the contract documents.

**6. Insurance**

6.1 A/E will furnish to City an insurance certificate evidencing that it maintains the following coverages while performing Services, subject to the terms and conditions of the policies:

<u>TYPE</u>	<u>AMOUNT</u>
Commercial General Liability	\$1,000,000
Professional Liability	\$1,000,000

6.2 A/E will furnish to City a certificate of insurance verifying the above referenced coverages and stating that the insurance carrier will provide City with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. A/E shall list City as an additional insured on the Commercial General Liability policy.

**7. General Legal Provisions**

7.1 A/E agrees to indemnify City, its officers, directors, and employees, from loss or damage for bodily injury or property damage, ("Claims"), to the extent caused by the negligence of A/E in the performance of the Services. This obligation to indemnify City shall not impose any obligation on A/E that exceeds the Limitation of Liability provisions set forth below.

7.2 *Limitation of Liability:* The A/E's liability to the City for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the Professional Liability coverage in paragraph 6.1.

7.3 *Controlling Law:* This Agreement shall be governed by Louisiana State law. If project is a federally-funded project, federal laws will also govern.

7.4 *Force Majeure:* Neither the City nor the A/E shall hold the other responsible for damages or delay in performance caused by acts of God, accidents, or other events beyond the control of the other or the other's employees and agents.

7.5 *Successors, Assigns and Beneficiaries:* City and A/E each is hereby bound and the partners, successors, executors, administrators, and legal representatives of City and A/E (and to the extent permitted by paragraph 7.5.1 the assigns of City and A/E) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

7.5.1 Neither City nor A/E may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.5.2 Use of subconsultants by the A/E or subsidiary or affiliate firms of the A/E for technical or professional services shall not be considered an assignment of a portion of this Agreement.

7.6 *Dispute Resolution – Arbitration:* City and A/E agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking other provisions of this Agreement or exercising their rights under law.

If these negotiations fail to resolve the dispute within 30 days, then either party may submit the dispute for binding arbitration to be held in accordance with the Construction industry Rules of the American Arbitration Association (“Association”) in effect at the time the demand for arbitration is filed with the Association. Either party may file in the manner provided by the Rules of the Association, a Demand for Arbitration at any time. The arbitrator or arbitrators appointed by the Association shall have the power to award to either party to the dispute such sums, costs, expenses, and attorney’s fees as the arbitrator or arbitrators may deem proper.

#### **8. Suspension**

City may, at any time and without cause, suspend the Services of the A/E, or any portion thereof, for a period of not more than 90 days by notice in writing to A/E. A/E shall resume the Services on receipt of written notice from the City. If such suspension causes an increase in A/E’s cost, an equitable adjustment shall be made to the Compensation, as appropriate. In the event that the period of suspension exceeds 90 days, the Compensation is subject to renegotiation.

#### **9. Termination**

9.1 This Contract may be terminated at any time for the convenience of the CITY. If this clause is executed, the CITY shall pay A/E for all work completed through the termination date, as well as any demobilization costs that are a part of this Contract.

9.2 This Contract may be terminated for cause based upon failure of A/E to comply with the terms and/or conditions of the Contract provided that the City shall give A/E written notice specifying A/E’s failure. If within thirty (30) days after receipt of such notice, A/E shall not have either corrected such failure or, in the case the failure 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 City may, at its option, place A/E in default and the Contract shall terminate on the date specified in the notice. A/E may exercise any rights available to in under Louisiana law to terminate for cause upon the failure of the City to comply with the term and/or conditions of this Contract provided that A/E shall give the City written notice specifying the City’s failure and a reasonable opportunity for the City to remedy the failure.

9.3 If no termination is implemented, relationships and obligations created by this Agreement shall terminate upon completion of all applicable requirements of this Agreement.

9.4 Upon termination of this Agreement, the CITY shall be free to use any or all plans, specifications or documents, for which compensation has been paid in full, for this project without further additional compensation to the A/E.

#### **10. Federal Compliance Regulations**

Federal funds will be used as a source of funding for this project; therefore, Attachment “B” must be certified.

This Agreement (consisting of pages 1 to 8 inclusive together with any expressly incorporated attachments), constitutes the entire agreement between City and A/E and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

**CITY:**

**A/E:**

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Freddy Drennan  
Printed Name

\_\_\_\_\_  
Emmett G. Dammon  
Printed Name

\_\_\_\_\_  
Mayor  
Title

\_\_\_\_\_  
President  
Title

Date Signed: \_\_\_\_\_

Date Signed: 2-17-11

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**ATTACHMENT B**  
**FEDERAL COMPLIANCE REGULATIONS**  
***Certification Form***

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Federal regulations apply to all City of Slidell contracts using Federal funds as a source for the solicitation of goods and services. A/E (AKA Contractor) must comply with the following Federal requirement as applicable:

**ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL**

The Contractor shall allow access by the Grantee, Subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

**CLEAN AIR AND WATER ACTS**

The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

**CONTRACT WORK HOURS AND SAFETY STANDARDS**

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by Grantees and Subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

**COPELAND ANTI-KICKBACK ACT**

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair).

**COPYRIGHTS**

The Grantee and Subgrantee is free to copyright original work developed in the course of or under the agreement. The Grantor reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of Grantor financial support, by grant number, and a statement that the publication does not constitute an endorsement by Grantor or reflect Grantor's views.

**DAVIS-BACON ACT**

Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

**DISADVANTAGE BUSINESS ENTERPRISES (DBE) CONTRACTORS**

The contractor agrees to ensure that Disadvantage Business Enterprises as defined in 49 CFR, Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this

agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

#### ENERGY POLICY AND CONSERVATION ACT

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

#### EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by Grantees and their Contractors or Subgrantees).

#### LOBBYING

The Contractor shall comply with the provisions of 31 U.S.C. 1352 regarding lobbying.

#### PATENTS

Grantee and Subgrantee assures that if any grant or subgrant produces patents, patent rights. Processes or inventions, a report shall be made to the appropriate agency from which a determination will be made as to whether protection of such invention or discovery is necessary in accordance with President's Memorandum of August 23, 1971 (36 P.R. 16889).

#### REMEDIES

Louisiana law provides for legal remedies and appropriate sanctions and penalties in instances where the Contractor is in violation of or breaches the contract terms.

#### REPORTING

Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.

#### REPORTS

The Contractor shall submit, at such times and in such form as may be prescribed, such reports as Grantor may require, including monthly or quarterly progress reports, quarterly program income reports, and final fiscal reports and annual performance reports.

#### RETENTION OF ALL RECORDS

The Contractor is required to retain all records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed.

#### TERMINATION FOR CAUSE

This Contract may be terminated for cause based upon failure of Contractor to comply with the terms and/or conditions of the Contract provided that the City shall give Contractor written notice specifying

Contractor's failure. If within thirty (30) days after receipt of such notice, Contractor shall not have either corrected such failure or, in the case the failure 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 City may, at its option, place Contractor in default and the Contract shall terminate on the date specified in the notice. Contractor may exercise any rights available to in under Louisiana law to terminate for cause upon the failure of the City to comply with the term and/or conditions of this Contract provided that Contractor shall give the City written notice specifying the City's failure and a reasonable opportunity for the City to remedy the failure.

**TERMINATION FOR CONVENIENCE**

This Contract may be terminated at any time for the convenience of the City. If this clause is executed, the City shall pay Contractor for all work completed through the termination date, as well as any demobilization costs that are a part of this Contract.

**DISBARMENT**

The Contractor certifies that it is not debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".

I certify that the above clauses will be complied with for the duration of this project:

By: EMMETT G. DAMMON  
(NAME)

On: 2-17-11  
(Date)