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

THIS IS AN AGREEMENT effective as of _____ ("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 the project entitled:

City of Slidell – Possum Hollow Basketball Court ,

which is Slidell Project No. 5000-32 .

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 Additional Services, including Construction Administration and Inspection, should those services be requested and added to this contract by amendment.

2. Compensation

2.1 City shall pay A/E, as compensation for Services performed ("Compensation"), according to the payment schedule table below. This payment schedule is based on a fixed fee of $5,000.00 and the construction cost is estimated to be $75,000.00.

PHASE	BASIS	FEE
Preliminary Design	10%	$ 500.00
Schematic Design	15%	$ 750.00
Construction Documents	35%	$ 1750.00
Bidding and Contracts	5%	$ 250.00
Construction Adminstration	15%	$ 750.00
Inspection	20%	$ 1,000.00
TOTAL FEE		$ 5,000.00

2.2 Services for this work are outlined below and detailed in Attachment A. To complete the work, meetings will be required to coordinate and communicate the various aspects involved in completing this project. **These meetings are included in the lump sum fee or hourly rate fees above.** 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 Design, Create Bid Documents, Review Bids and Recommend Award 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 services are procured by the City of Slidell, A/E shall submit the scope of services required for proper design.
2. Any services provided through this contract shall have a maximum markup of five percent.
3. 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.
4. Prepare preliminary layouts or sketches and preliminary cost estimate.
5. Prepare necessary permit applications for submission to local, state, and federal authorities and assist the city with responses required to gain approval of permit.
6. Submit one draft 50% complete Construction Documents for review and comment by appropriate City of Slidell personnel.
7. Prepare a detailed Cost Estimate based on 50% design.
8. The City Engineer will provide a front end specifications template, which must be customized for this project.
9. 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.
10. All affected utilities shall be located on the plans from the best available data, including ownership and contact information.
11. One set of final draft construction contract documents shall be submitted to the City Engineer for review and comments. Upon receipt of all comments, the contract documents shall be revised and resubmitted to the City Engineer for final approval.
12. Prepare detailed Final Cost Estimate.
13. Produce bid documents for distribution to prospective bidders and provide two sets of final bid documents to the Slidell Engineering Department.
14. Distribute the bidding documents to prospective bidders, requesting their return upon completion of the bidding process, maintain a log of distribution, retrieval and amounts of deposits, if any, received from and returned from prospective bidders.
15. Organize and conduct the pre-bid conference for prospective bidders, if one is scheduled.
16. Prepare responses to questions from prospective bidders and providing clarifications and interpretations of the bidding documents to all prospective bidders in the form of addenda.
17. Set the date for a meeting for the opening of the bids subject to approval by the City.
18. Make bid tabulation and analyze bids received.
19. Submit letter of recommendation for award.

2.2.2 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 meetings 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 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 City Engineer 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 City Engineer with all necessary documentation including cost analysis. These submittals shall be supplied as early as possible and the City Engineer shall be notified of all directives to the Contractor prior to issuance.

13. Perform final inspection, generate the punchlist, establish the value of each punchlist item, and make a recommendation for acceptance.

14. Provide "As-Built" drawings of the complete project in both electronic format and hard copy.

2.2.3 Inspection Phase

1. Inspection services shall only be provided if added by addendum. Inspector shall have 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 include, at minimum, periodic job visits as necessary to verify construction is

progressing per the construction contract documents, unless Resident Inspection is specified.

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.

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.

4.3 City shall examine all studies, report, sketches, drawings, specifications, and other documents presented by A/E. 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 A/E 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 bids;

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

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

4.6 Once A/E prepares local, state, or federal permits, City shall submit the permit and pay any applicable fees.

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 will, during the course of its Services, prepare opinions of the probable cost of construction.

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 prior to signing contract evidencing that it maintains the following coverages while performing Services, subject to the terms and conditions of the policies:

TYPE	AMOUNT
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 HOLD HARMLESS, DEFEND AND INDEMNIFICATION AGREEMENT

A/E agrees to save and hold harmless, protect, defend, and indemnify the City of Slidell, Louisiana, its officers, agents, employees and volunteers, from and against any and all claims, demands, 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 grow out of any act or omission of A/E, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by the City of Slidellas a result of any claim, demands, and/or causes of action, except those claims, demands, and/or causes of

action arising out of the negligence of the City of Slidell, Louisiana, its agents, representatives, employees and volunteers. A/E agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand or suit is groundless, false or fraudulent.

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

7.3 *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.

7.4 *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 7.4.1, 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.

7.4.1 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.

7.4.2 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.

7.5 *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, and with the consent of the parties, 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. If there is no consent to arbitration, either party may seek relief from a Louisiana court of competent jurisdiction.

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.

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. 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.

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:

Signature

Freddy Drennan
Printed Name

Mayor
Title

Date Signed: 11-28-16

A/E:

Dammon Engineering, Inc
Company Name

Signature

David P. Dammon
Printed Name

Vice President
Title

Date Signed: 11/4/2016

ATTACHMENT A
SCOPE OF SERVICES

I. PROJECT DESCRIPTION

The Services to be performed by CONSULTANT shall be as follows:

SCOPE OF SERVICES

The City of Slidell seeks to make improvements to the CDBG Target Area through the addition of a new basketball court in Possum Hollow Park. The new basketball court will require clearing and grubbing of the existing soils, installation of concrete pavement with two basketball goals, 4 gates and a chain link fence and all new sod between fence and basketball court.

The Scope of Work under this Agreement is to provide design, construction administration, and quality assurance services for the installation of a basketball court indicated at this location: Possum Hollow Park.

Dammon Engineering will utilize existing plans, maps, reports and other documentation provided by the City of Slidell in the preparation of construction documents. Dammon Engineering will visit the site to verify that the existing information is correct and to obtain information where none exists. The work does not include site surveys or geotechnical work (soil boring, soils analysis, etc.).

PHASE I – DESIGN PHASE SERVICES

1. Dammon Engineering will visit the site to observe existing conditions and verify information provided by the City of Slidell (i.e. work area).
2. Video record existing conditions at the jobsite location prior to start of construction.
3. Prepare preliminary design work for the City of Slidell to review, including typical concrete design.
4. Prepare necessary details for basketball goal installation.
5. Work with the City of Slidell to make any desired additions to the areas included in the Scope of Work and/or modify the design package plan and Scope of Work/Contract Documents as necessary.

6. Incorporate modifications as indicated by the City of Slidell prior to start of final design.
7. Prepare 50 percent contract documents for review by the City of Slidell. The 50 percent contract documents will include detailed specifications, simple site plan showing the work to be performed at the location, detailed plans for the installation of the new basketball court including any necessary details for the installation of the fence.
8. Incorporate 50 percent design comments into the plans and specifications and prepare final design drawings and specifications suitable to construction and advertisement for bid.
9. Provide final engineer's estimate of probable cost.

PHASE II – BID PHASE SERVICES

1. The City of Slidell will conduct all bid phase work. Dammon Engineering will assist the city with bids.

PHASE III – CONSTRUCTION PHASE SERVICES

1. Dammon Engineering will receive, review and approve all shop drawings and submittals required for the project as stated in the contract documents. Dammon Engineering will retain one (1) approved original of each shop drawing and submittal for the City's records.
2. Dammon Engineering will review pay requests and provide preliminary approval for review and acceptance by the City.
3. Dammon Engineering will conduct a final inspection of the work to determine compliance with the contract documents and will prepare the necessary project closeout documentation for submittal to the City for review and final approval.

PHASE IV – QUALITY ASSURANCE INSPECTION

Dammon Engineering will provide a Quality Assurance (QA) Representative who will periodically visit the work site to determine that the contractor is meeting the requirements of the contract documents and document the construction work through QA Inspection Reports. The QA Representative will visit the project site throughout the construction phase of the project. For budget purposes, the compensation allocated to the QA Representative is based on 120 days. QA Representative will only be provided during the period of actual construction.

The City Of Slidell will pay for any additional services QA Services beyond this 120 day period with authorization from the city.

II. Project Schedule

The Scope of Services and Compensation for this contract are based on the following estimated schedule:

50% Submittal of Contract Documents –	60 days following receipt of Notice to Proceed for this agreement.
100% Contract Documents Suitable for Bid –	30 days following receipt of 50% review comments.
Bid Phase –	30 days following release to invitation-only bidders.
Construction Phase –	120 days following delivery of Notice to Proceed to Contractor.

III. DELIVERABLES

1. 50% Contract Documents
2. Final Contract Documents
3. Final Engineer's Opinion of Probable Cost
4. Record Drawings
5. QA Inspection Reports.

DAMMON ENGINEERING, INC.

RATE SCHEDULE

DISCIPLINE	RATE
Principal	$ 175.00/Hr
Architect	$ 150.00/Hr
Civil/Structural Engineer	$ 135.00/Hr
Mechanical Engineer	$ 135.00/Hr
Electrical Engineer	$ 135.00/Hr
Project Manager	$ 125.00/Hr
Designer	$ 85.00/Hr
Draftsperson	$ 65.00/Hr
Secretary	$ 45.00/Hr
Inspector	$ 95.00/Hr*

*$500 minimum for residential

Direct costs which may be charged to client as follows:

1. Subsistence and travel expenses. Mileage $.60/mile (for travel out of greater New Orleans/Northshore area by auto).
2. Equipment rental.
3. Special consultants & test labs.
4. Soil borings, asbestos samples, laboratory charges.
5. Printing, binding and other reproduction costs.
6. Government required studies.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Robert L Aubert Company Inc P.O. Box 1360 Covington LA 70434	CONTACT NAME: Wendy Braud PHONE (A/C, No, Ext): (985) 892-3101 FAX (A/C, No): (985) 892-3833 E-MAIL ADDRESS: Wendy@aubertins.com
INSURED Dammon Engineering, Inc. 554 Old Spanish Trail Slidell LA 70458	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Bankers Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: CL16111712437 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		170004917800905	4/24/2016	4/24/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Non-owned	$ 1,000,000 $ 50,000 $ 5,000 $ included $ 2,000,000 $ 1,000,000 $ included
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is also Additional Insured

CERTIFICATE HOLDER

City of Slidell
P.O. Box 828
Slidell, LA 70459

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Wendy Braud/WPB

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