



W. L. "Trey" Folse, III  
Superintendent

Pete Jabbia  
Associate Superintendent

Michael Cossé  
Assistant Superintendent

Amiee C. Lemane  
Assistant Superintendent

District	Board Members
2	Elizabeth B. Heintz, President
6	Michael C. Nation, Vice President
1	Matthew E. Greene
3	Michael J. Dirmann
4	Stephen J. "Jack" Loup, III
5	C. Brandon Harrell
7	Shelta J. Richardson
8	Michael E. Winkler
9	Sharon Lo Drucker
10	Ronald "Ron" Bettencourt
11	Tammy W. Lamy
12	Richard "Rickey" Hursey, Jr.
13	James Braud
14	Dennis S. Cousin
15	Lisa M. Page

October 17, 2019

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

RE: Sixth Ward Elementary, 100 Wing Roofing  
St. Tammany Parish School Board Project No. R0079

Dear Mr. Dammon:

Enclosed please find three original Architectural Services Agreements, two Affidavits, one Fee Calculator and one Procedure Manual (2019 Edition). Please review and sign the Agreements and Affidavits. Please return two of the Agreements and one Affidavit to my office. The other originals and the attachment are for your file.

The School Board will file one original with the Clerk of Court's office and will forward a copy of the filed document to you.

If you have any questions, do not hesitate to call me.

Sincerely,

**CAMERON P. TIPTON**  
Sr. Supervisor of Construction

cgc

Enclosures

c: Mr. W.L. "Trey" Folse, Superintendent (w/o enclosures)

*Learning to Last a Lifetime.®*

**AFFIDAVIT OF ARCHITECT OR ENGINEER**

**STATE OF LOUISIANA  
PARISH OF ST. TAMMANY**

**BEFORE ME**, the undersigned authority, personally came and appeared **Chuck Dammon of Dammon Engineering, Inc.**, (hereinafter referred to as "affiant"), who after being by me duly sworn, deposed and said that affiant has read this affidavit and does hereby agree under oath to comply with the applicable provisions of law set forth herein and affiant further states:

Affiant or affiant's firm has been selected as architect for the St. Tammany Parish School Board to provide for the construction of **Sixth Ward Elementary, 100 Wing Roofing, STPSB Project No. R0079**; and

That in accordance with the provisions of Louisiana Revised Statutes 38:2224, affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which affiant receives or received payment other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were all in the regular course of their duties for affiant; and

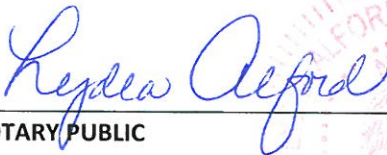
That no part of the contract price to be received or received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant for the services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for the affiant.

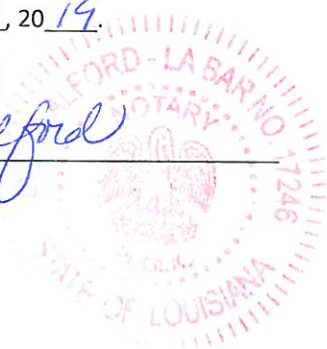
Further, affiant acknowledges the provisions of Louisiana Revised Statutes 38:2190 and states that as an architect or engineer, or representative thereof, affiant does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public building or project when the affiant as architect or engineer has performed architectural or engineering services, either directly or indirectly in connection with the public building or project for which the materials are being supplied. Further, it is understood that for the purposes of this section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

Affiant does hereby further state that affiant has read and agrees to comply with and be subject to the provisions of Part V of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, being Sections 2290 through 2296 of Title 38 as amended.

  
\_\_\_\_\_  
Chuck Dammon, Affiant

Sworn to and subscribed before me this 22<sup>nd</sup> day of October, 20 19.

  
\_\_\_\_\_  
NOTARY PUBLIC



**PROFESSIONAL SERVICES AGREEMENT**

AN AGREEMENT made and entered into this 1<sup>st</sup> day of **October, 2019**, by and between:

**ST. TAMMANY PARISH SCHOOL BOARD**, 321 N. Theard St., Covington, LA 70433, a political subdivision of the State of Louisiana, herein represented by **W. L. "Trey" Folse, III**, Superintendent, and **Elizabeth B. Heintz**, President duly authorized, hereinafter called the Owner; and

**Dammon Engineering, Inc.**, whose address is 554 Old Spanish Trail Slidell, LA 70458, represented by **Chuck Dammon**, its **Project Manager**, hereinafter called the Designer.

The Designer shall provide all professional services for the following Project:

**Sixth Ward Elementary, 100 Wing Roofing  
STPSB Project No. R0079**

The terms and conditions agreed to by the Owner and Designer are referenced in the St. Tammany Parish School Board Capital Improvement Projects Procedure Manual for Design and Construction, 2019 Edition attached to this Agreement.

**AVAILABLE FUNDS FOR CONSTRUCTION**

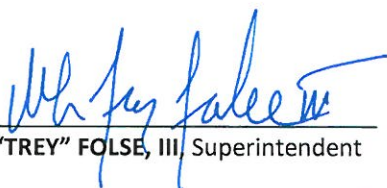
The Available Funds for Construction for the Project is **\$207,500.00**

A difficulty multiplier of **.65** shall be applied to this project.

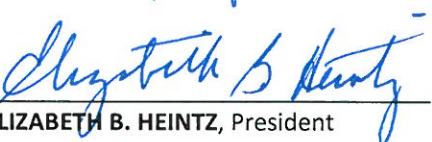
This Agreement, in triplicate original, entered into as of the day and year first written above.

**OWNER:  
ST. TAMMANY PARISH SCHOOL BOARD**

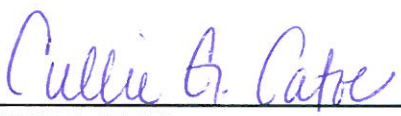
**DESIGNER:  
DAMMON ENGINEERING, INC.**

BY:   
W. L. "TREY" FOLSE, III, Superintendent

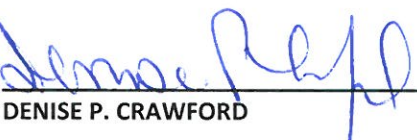
BY:   
CHUCK DAMMON, Project Manager


BY:   
ELIZABETH B. HEINTZ, President

**WITNESSES:**

  
CULLIE G. CATOE

  
Lydea D. Alford

  
DENISE P. CRAWFORD

  
David Dammon

## FEE CALCULATOR FOR ST. TAMMANY PARISH SCHOOL BOARD 2019 Professional Services Agreements

Sixth Ward Elementary School, 100 Wing Roofing  
STPSB Project No. R0079

<b>Calculator Based on Average of Old and New State Fee Schedules</b>	
FEE CALCULATOR for Designer Services St. Tammany Parish School Board	
2019 Professional Services Agreement	
Enter the <b>Available Funds for Construction (AFC)</b>	<b>\$207,500</b>
Enter the <b>difficulty multiplier</b> (if not applicable, enter '1')	0.65
The fee percentage is	9.41%
<b>Total fee (including Renovation factor if any)</b>	<b>\$12,688.24</b>

### Calculator Based on Old State Fee Schedule

FEE CALCULATOR for Architectural Services  
State of Louisiana - Facility Planning and Control

1975 Formula

Enter the <b>Available Funds for Construction (AFC)</b>	<b>\$207,500</b>
Enter the <b>Renovation/Complexity Factor</b> (if not applicable, enter '1')	1.00
The fee percentage is $42.75/\log(\text{AFC}) \cdot .01$	8.04%
<b>Total fee (including Renovation factor if any)</b>	<b>\$16,683.46</b>

### Calculator Based on New State Fee Schedule

FEE CALCULATOR for Architectural Services  
State of Louisiana - Facility Planning and Control

2007 Formula

Enter the <b>Available Funds for Construction</b>	<b>\$207,500</b>
Enter the <b>Renovation/Complexity Factor</b> (if not applicable, enter '1')	1.00
Enter the <b>subject year</b> for cost index data (prior year)	2006
The Building Cost Index for the subject year is	4369
The Consumer Price Index for the subject year is	201.6
The BCI for the reference year (1975) was	1306
The CPI for the reference year (1975) was	53.8
The BCI ratio is	0.2989
The CPI ratio is	3.75
The adjusted AFC for the reference year (1975) is	\$62,027
$\log [1975 \text{ AFC}] =$	4.793
The adjusted fee percentage for the reference year is	9.62%
The adjusted fee amount for the reference year is	\$5,966
The adjusted base fee for the subject year is	\$22,357
<b>TOTAL FEE (including Renovation factor, if any) =</b>	<b>\$22,357</b>
Fee as a percentage of the AFC =	10.77%

**ST. TAMMANY PARISH SCHOOL BOARD  
CAPITAL IMPROVEMENT PROJECTS  
PROCEDURE MANUAL  
FOR DESIGN AND CONSTRUCTION**

2019 Edition

- ARTICLE 1.       CONDITIONS OF THE CONTRACT**
  - ARTICLE 2.       DEFINITIONS**
  - ARTICLE 3.       OWNER RESPONSIBILITIES**
  - ARTICLE 4.       CONSTRUCTION BUDGET**
  - ARTICLE 5.       COMPENSATION**
  - ARTICLE 6.       PAYMENTS TO THE DESIGNER**
  - ARTICLE 7.       DESIGNER'S SERVICES**
  - ARTICLE 8.       DESIGNER'S ACCOUNTING RECORDS**
  - ARTICLE 9.       TERMINATION OF CONTRACT**
  - ARTICLE 10.      ABANDONMENT OR SUSPENSION**
  - ARTICLE 11.      OWNERSHIP OF DOCUMENTS**
  - ARTICLE 12.      SUCCESSORS AND ASSIGNS**
  - ARTICLE 13.      EXTENT OF AGREEMENT**
  - ARTICLE 14.      GOVERNING LAW**
  - ARTICLE 15.      OTHER CONDITIONS, INCLUDING INSURANCE**
-

## ARTICLE 3

### OWNER RESPONSIBILITIES

- 3.1 The Owner's designated representative shall be the St. Tammany Parish School Board Superintendent or the designated Construction Supervisor for the Project.
- 3.2 After the Contract is signed by the Owner, the Owner may schedule and hold a Pre-Design Conference at the St. Tammany Parish School Board or at a location designated by the Owner. This conference, if scheduled, shall be attended by the Designer and a representative of the Owner.
  - 3.2.1 The purpose of this conference is to initiate a general review and discussion of the Project, including, but not limited to adopting or confirming the following that may have been established in the Request for Qualifications on the project:
    - 1) The Preliminary Program defining (a) the type of usage, number and sizes of spaces required, (b) adjacency considerations, (c) the type and number of people using the facility and (d) the activities to be held in the facility;
    - 2) The location of the facility, and relevant site information;
    - 3) The *Estimated Costs for Construction* and the Designer's Fee;
    - 4) The Time Schedule outlining anticipated completion dates of designated phases as described in Article 7 and the anticipated period of construction. The Time Schedule for planning phases shall commence at a time set by the Owner and shall continue until delivery of all construction documents to the Owner sufficiently complete, coordinated and ready to bid. Documents will be "sufficiently complete, coordinated and ready for bid" only if the advertisement for bid can be issued with no further revisions to the Documents except minor corrections and/or additions that can be made by addendum. Corrections and/or additions that require reissuing drawings must be approved by the Superintendent or Construction Supervisor.

## ARTICLE 4

### CONSTRUCTION BUDGET

- 4.1 The Construction Budget is the Estimated Costs for Construction of the Project as fixed by the Owner and stated in the Contract between Owner and Designer.
- 4.2 The Designer shall be responsible for designing the project so that the base bid does not exceed the Estimated Costs for Construction. The use of any alternate bids must be approved by the Owner.

## 1975 LOUISIANA STATE FEE FORMULA

$$\text{FEE PERCENTAGE} = \frac{42.75}{\text{Log}}$$

$$\text{FEE} = \text{FEE PERCENTAGE (AFC)}$$

## 2007 LOUISIANA STATE FEE FORMULA

$$\text{FEE PERCENTAGE} = \frac{46.10}{\text{Log (1975 BCI/2006 BCI)}}$$

$$\text{FEE} = \text{FEE PERCENTAGE (1975 BCI/2006 BCI)(2006 CPI/1975 CPI)}$$

Where "BCI" = Building Cost Index as published by Engineering News Record in December, 2006 and "CPI" = Consumer Price Index as published by U.S. Department of Labor. Bureau of Labor Statistics in December, 2006.

### 5.2 Fees/Compensation:

- 5.2.1 Fees for Designer Services, except as otherwise agreed by the Owner, shall be calculated by multiplying the standard Designer's Fee Percentage times the project Estimated Costs for Construction as set out in the Contract and shall be adjusted after bidding to reflect the construction contract amount awarded by the Board as outlined below, unless the interests on a particular project are best served by negotiating different terms.
- 5.1.2 No adjustment if the contract award meets or exceeds 90% of the ECC but does not exceed by 10% the ECC; and
- 5.1.3 Fees adjusted otherwise as agreed by the Owner taking into consideration the interests of all parties.
- 5.2.2 The fee formula for Designer Services may be adjusted by multiplying the standard Designer's Fee Percentage by a Difficulty Multiplier between 0.65 and 1.25. The Difficulty Multiplier shall be set by the Lead Supervisor of Construction and approved by the Superintendent.
  - 5.2.2.1 Difficulty multipliers may be used to reflect situations where the Designer may reasonably be paid a lower or higher fee due to unusual circumstances.
  - 5.2.2.2 Simple (as low as .65 of basic compensation), to be determined by Owner - projects generally of utilitarian character without complication or detail. Buildings with a high degree of repetition may be included in this classification. Considerations include but are not limited to: whether a project requires

omissions to the extent of the value received by the Owner.

*Errors* are changes to the work caused by the Designer for which the Contractor is entitled to payment but for which the Owner receives no value. Typically, these involve work that has been constructed and must be demolished and/or replaced.

*Omissions* are changes to the work caused by the Designer for which the Contractor is entitled to payment for which the Owner receives value. Typically, these involve work that must be added to contract with little or no change to the work that has been constructed.

5.5.2 Preparation of documents required for change orders for any cause should not be started without Owner's prior approval.

- 5.6 Reimbursable Expenses are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Designer, his employees or his professional consultants in the interest of the project as directed and authorized by the Owner in writing prior to their incurrence.
- 5.7 The Designer shall pay for the cost of printing Construction Documents for the Designer's Use, the Designer's Consultant's use, the Owner's use and for regulatory agencies' approvals. The Owner will reimburse the Designer the cost of printing and distribution of all other sets of Construction Documents, over and above the amount of the deposits on same retained by the Designer.

This will include necessary sets for the Contractor to construct the project. If the Designer proposes and the Owner agrees to an alternative form of document distribution, such as an electronic format, the Designer will be reimbursed the direct cost of this method in lieu of the reimbursement described above.

- 5.8 Designer will be paid for prolonged or additional contract administration and observation of construction should the contract time, as may be extended, be exceeded due to no fault of the Designer only when approved or acknowledged in writing by the Owner prior to incurrence of any additional fees or costs for prolonged contract administration and observation of construction.
- 5.9 Liquidated Damages: When the Designer exceeds the established time schedule, as described in Article 3.2.1, including any extensions of time approved by the Owner, then the amount of the fee may, as liquidated damages, be reduced by an amount as agreed by the Owner and Designer, for each working day past the original or extended date that the Designer has not delivered all Construction Documents to the Owner sufficiently complete, coordinated and ready to bid. Completeness will be determined by the Owner.

- 6.1.3 If any phase or phase payment is delayed through no fault of the Designer, the Owner and Designer may negotiate a partial payment.
- 6.1.4 The Designer shall promptly pay consultants. By signing the Professional Design Services Invoice, the Designer agrees that all consultants will be promptly paid those amounts due them out of the amount paid to the Designer within thirty (30) days. Upon receipt of reasonable evidence of the Designer's failure to pay consultants' amounts due them, the Owner may withhold all or part of the Designer's payment until he is satisfied that any amounts owed have been paid or otherwise settled. Upon request by Owner, Designer shall provide to Owner any consultant contracts and any consultant invoices.
- 6.2 Payments on account of Designer's Additional Services and for Reimbursable Expenses that have been approved by the Owner in writing will be made on submission of Designer's invoices with supporting data, subject to their approval by Owner and issuance of an amendment to the Contract covering such services if deemed necessary by the Owner.
- 6.3 Payments to the Designer on Termination, Abandonment or Suspension shall be made in accordance with Articles 9 and 10, hereinafter.

## **ARTICLE 7**

### **DESIGNER'S SERVICES**

- 7.1 Basic Services. The Designer's Basic Services consist of the phases described below and include the normal Services of the Designer, normal complementary or supplementary Services of Designer's Consultants, work performed with consultants hired by the Owner or as otherwise directed by the Owner and any other services included in the Contract.  
Review

Documents of each phase shall be submitted to the Owner for its approval. In addition, for the Construction Documents Phase, Review Documents shall be submitted to regulatory agencies designated by the Owner or required by law, including without limitation the State Fire Marshal, and any other local, state or federal agencies or authorities for their approvals. Designer shall secure the necessary approval(s) from agencies and authorities, and will make any presentation to agencies, authorities or others, and will change the Construction Document as necessary for project approval. Designer should not proceed to any subsequent phase until the requisite written approvals are received and submitted to the Owner and until authorized by the Owner to so proceed. All statements of Probable Construction Costs shall be adjusted prior to the bidding of the project.

The Designer shall be responsible for compliance with all applicable codes. All items not specifically covered by codes shall be designed in accordance with the standards established by accepted professional groups or by industry standard for that specific item of work.

The Designer shall be responsible, to a reasonable standard of care, for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications

submit to the Owner a Statement of Probable Construction Costs based on current area, volume or other unit costs method for assessment by Owner in comparison to ECC and potential revision of the ECC or Program. Adjustment to the scope of the work to fall with Owner's initial ECC, if requested by Owner shall be done by Architect as part of basic services.

#### 7.1.2 Design Development Phase

- 1) Based on the Owner's written approval of the Schematic Design Documents and any adjustments authorized in writing by the Owner in the Program or the Available Funds for Construction, the Designer shall prepare, for approval by the Owner, Design Development Documents consisting of drawings, expanded outline specifications based on the Construction Specifications Institute (CSI) format, and other documents to fix and describe the size and character of the entire project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be required.
- 2) The Designer shall submit to the Owner a Statement of Probable Construction Costs based on the current version of the Construction Specifications Institute format. This shall have back-up material and data in such format and detail as required by the Owner to support each of the Divisions.
- 3) A preliminary Energy Conservation Analysis for the Project shall be prepared by the Designer and submitted to the Owner for review and approval.
- 4) The Owner must approve, in writing, the documents prepared by the Designer prior to the Designer commencing the Construction Documents Phase

#### 7.1.3 Construction Documents Phase

- 1) Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Available Funds for Construction, authorized in writing by the Owner, the Designer shall prepare for written approval by the Owner, and other State or local Regulatory agencies, persons or bodies as required by law, the following documents bearing the Designer's seal and those of his consultants, all sufficiently complete and clear to define the quantity and quality of the work to bid and build the Project including but not limited to:
  - (a) Working Drawings, Dimensioned plans, elevations, sections, details and schedules of all architectural, landscaping, civil, structural, mechanical and electrical work in the project.
  - (b) Technical Specifications - of the materials, processes or systems to be incorporated in the work, using the Construction Specifications Institute format. State law prohibits the Designer from closing

accordance with State law who desire to bid the Project, subject to deposit requirements as provided for in the Advertisement for Bids and allowed by law, (2) to recognized construction trade organizations maintaining plan rooms as directed by the Owner, and to trade journals acceptable to the Owner (3) to State and local agencies and regulatory authorities, person or bodies as required by law or directed by the Owner. Designers shall also recommend alternative methods of document distribution for approval by the Owner if those methods are required by law. Alternative methods must:

- a) Provide equal or better access by potential bidders than the conventional method described in the Instructions to Bidders or that is required by law. For exclusively electronic plan distribution, prospective plan holders must be able to download files in a reasonable time and print paper copies, or have them printed, at a reasonable cost.
  - b) Comply with all provisions of Public Bid Law.
- 3) The Designer shall be responsible for evaluating requests for substitution of materials, products and equipment required by applicable law, and to make revisions to drawings and specifications resulting from any such approved substitution.
  - 4) The Designer shall prepare and issue any addendum timely and in accordance with law as required to modify or clarify the Bid Documents. An addendum shall be drafted for Owner review and approval twenty-four hours prior to the deadline for issuance of any addendum such that the Bid opening date will not be required to be extended
  - 5) The Designer shall arrange, prepare for and conduct a pre-bid conference in accordance with the Bid Documents if requested by the Owner.
  - 6) The Designer should be present for the opening of bids by the Owner and shall assist the Owner in preparation of the bid tabulation. Designer should provide Owner with an updated list of known Contractors bidding the project prior to the opening of bids for use in preparation of the tabulation form.
  - 7) After receipt of bids, the Designer shall analyze the bids, consult with the Owner and make written recommendation to the Owner.
  - 8) All Contract Documents shall be updated by the Designer to incorporate into the original bid documents (not by reference) all addenda items into the bid documents. These must be distributed in hard copy and electronically to the Owner and Contractor after the award of the Contract but prior to the issuance to the Contractor of a Notice to Proceed at the Designer's expense, unless another date is otherwise agreed to in writing by the Owner. If required by the entity issuing the building permit or other permit, documents will be updated as required to show scope of work being permitted.

- 5) The Designer agrees that his designated representatives and his consultants designated representatives on the construction project shall be qualified by training and experience to make decisions and interpretations of the Construction Documents and such interpretations shall be binding upon the Designer as if made by him. All such decisions shall be confirmed in writing immediately with copies to the Owner and Contractor, conditioned that such decisions and interpretations shall not modify adversely the requirements of the contract documents. If at any time, the Owner determines that the designated representative does not meet these qualifications, the Designer shall promptly replace the representative.
- 6) Based on observations at the site and on the Contractor's Applications for Payment, the Designer shall determine the amount owing to the Contractor and shall recommend approval, denial or modification of Certificates for Payment in such amounts as are appropriate under the circumstances. No Certificate of Payment shall be issued until a schedule of values has been received from the Contractor. The issuance of a Certificate for Payment shall constitute a representation by the Designer to the Owner, that the Work has progressed to the point indicated and that to the best of the Designer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Designer shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Contract sum. The Designer shall process certificates as promptly as possible with copies to the Contractor, and in any case within seven (7) calendar days or as otherwise set forth in the contract documents between the Owner and Contractor. If a certificate is held up or adjusted for any reason, written notice stating the reasons for the delay or adjustment must be given to the Contractor and Owner within seven (7) days.
- 7) The Designer shall instruct the Contractor to establish and conduct a regular schedule of meetings to occur no less than one time per month, but, at the discretion of the Owner, up to once per week, to be held on the job site throughout the construction period, and shall require attendance at the meetings by representatives of his principal Consultants, unless attendance of any such consultant is not necessary at the time of the meeting. The Owner shall be notified of such meetings and may be represented. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way to the end of maintaining progress of the project on schedule and completing the project within the contract time.
- 8) The Designer shall prepare and submit to the Owner and Contractor a monthly Status Report on the Project if requested to do so by the Owner. The Designer's Status Report, if required by the Owner, shall be submitted to the Owner monthly along with the Contractor's Certificate for Payment and Designer's Statement for Professional Services.

#### 7.1.6 Construction Close-Out Phase

- 1) Upon completion of the work or any earlier termination of this agreement or the relationship between the Designer and Owner, the Designer shall furnish to the Owner (1) a Final Report in the format and containing information as required by the Owner, and (2) two sets of Record Drawings (As-Built) prepared or obtained by the Designer, in an archival quality format or as otherwise required by the Owner, for the Owner files. The Record Drawings shall be prepared on the basis of information furnished by the Contractor and the change orders and shall be reviewed with and approved by the Contractor prior to submission. Designer shall require in the specifications that the Contractor provide, as part of the Operations and Maintenance Manual, all materials identified in the specifications ultimately installed on the project.
- 2) Designer shall require Contractor to maintain at the construction site, and shall ensure that, at the close of the project, Contractor provides to Owner the originals and a scanned copy of any as built drawings and the actual marked up set(s) of drawings showing any modifications, additions, underground utilities found, foundations added or other information that may not have been originally included in the Contract Documents. If Designer fails to comply with this subsection, Designer shall prepare and submit to Owner any as built drawings and an actual marked up set(s) of drawings showing any modifications, additions, underground utilities found, foundations added or other information that may not have been originally included in the Design Documents.
- 3) Designer shall review and approve completion of "punch-list" items remaining after acceptance and shall certify final payment to the Contractor. If the Designer does not find the work acceptable under the Contract Documents after any onsite punch list review, the Designer shall make such additional punch list reviews as are necessary to ensure Contractor's compliance with the Construction Documents.
- 4) Warranty Work: The Designer shall be required to follow up on items to be corrected during the warranty period and shall arrange for and conduct an onsite review of the Project prior to expiration of the one year warranty period and shall be required to inform the Owner and Contractor of any items to be corrected and shall inspect the Project as required until the work is completed.

#### 7.2 Project Representation Beyond Basic Services

- 7.2.1 If the Owner and Designer agree that more extensive representation at the site is required than is described in Article 7.1.6, then the Designer shall provide one or more Project Representatives to carry out such responsibilities at the site.
- 7.2.2 Such Project Representatives shall be selected, subject to Owner's written approval, employed and directed by the Designer, and the Owner shall compensate the Designer for such services in an amount equal to the approved

## ARTICLE 9

### TERMINATION OF CONTRACT

- 9.1 The Contract between Owner and Designer may be terminated by either party upon seven days written notice to other party, should the other party fail to perform in accordance with its terms, through no fault of the terminating party, or the contract may be terminated by mutual consent. The failure to have a properly licensed professional of record, as appropriate to the Project and/or as required by licensing law and/or authorities, shall be considered a failure to perform in accordance with this contract which may allow for immediate termination of the Contract by the Owner.
- 9.2 In the event of termination by the Owner due to failure of the Designer to perform satisfactorily, the Designer shall receive no compensation beyond that already paid or due for the last satisfactorily completed phase. Any work done shall become the property of the Owner to be used at his discretion without additional compensation to the Designer. No compensation shall be paid to the Designer for any uncompleted phase, except by written agreement between Owner and Designer prior to termination. Such termination shall constitute the Designer being held at fault including for time delays, cost overruns or design inadequacies.
- 9.3 In the event the Contract is terminated by mutual consent the Designer shall be paid for all work completed prior to termination, and all work done shall become the property of the Owner to be used at his discretion without additional compensation to the Designer.

## ARTICLE 10

### ABANDONMENT OR SUSPENSION

- 10.1 If any work designed or specified by the Designer is abandoned or suspended in whole or in part by the Owner, the Designer is to be paid for the Services rendered up to receipt of written notice from the Owner, as follows:
- (1) If the abandonment or suspension occurs at the completion of a Phase, the Designer shall be paid the full amount due on completion of such phase as described in Article 6.1.1.
  - (2) If the abandonment or suspension occurs during a phase, the Designer shall submit to the Owner all documents prepared by him up to receipt of written notice from the Owner, and the Owner shall compensate the Designer up to the percentage completion of that phase.
- 10.2 Should the Project be reactivated, the new fee will be computed on the basis of the ECC. The Designer's fee for the phases of work required to complete the Project shall be the percentages for such phases stated in Article 6.1.1 applied to the new fee.

ARTICLE 15

OTHER CONDITIONS

15.1 Insurance - Prior to the signing of the Contract between Owner and the Designer, the Designer shall provide at Designer's expense, unless otherwise modified by the Owner, proof of the following insurance coverages required by insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-. This rating requirement will be waived for the workers' compensation coverage and policies written through Lloyds of London or Institute of London Underwriter (ILU) companies.

15.1.1 Professional Liability Insurance shall be required as set forth below Proof of coverage will be required at that time. No deductible shall be in excess of 5 percent of the amount of the policy. Professional Liability Insurance shall be a minimum limit of liability as follows:

<u>Minimum Limit of Liability</u>	<u>Construction Cost</u>
\$500,000	\$0-\$1,000,000
\$1,000,000	\$1,000,000 up to \$10,000,000
\$1,500,000	\$10,000,000 to \$20,000,000
\$3,000,000	\$20,000,000 to \$50,000,000
\$to be determined	over \$50,000,000

15.1.2 Comprehensive General Liability with minimum limits of \$500,000 per accident/occurrence, with the Owner named as an additional insured under the policy.

15.1.3 Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 per accident/occurrence.

15.1.4 The Designer shall provide a certificate of insurance as proof Workmen's Compensation coverage.

15.1.5 The Designer shall maintain an Umbrella Policy in the amount of \$1,000,000.

15.1.6 The Designer shall ensure that any and all consultants engaged or employed by the Designer are included in the Designer's policies as additional insured or carry and maintain similar insurance with reasonably prudent limits and coverages in light of the services to be rendered by such consultants. Designer shall submit to Owner proof of such insurance coverages in amount satisfactory to the Owner.

15.1.7 All insurance policies shall incorporate a provision requiring written notice to the Owner at least 30 days prior to any cancellation, non-renewal or material modification of the policies. Any deductible shall be the responsibility of the Designer and no deductible shall be in excess of 10% of the amount of the policy. If the deductible is in excess of \$50,000, then the policy shall be written with the first defense coverage endorsement. A copy of each policy and a certificate of