

**AMENDMENT/ADDENDUM NO. 3 TO STANDARD AGREEMENT
BETWEEN
CITY OF SLIDELL, LA
AND
ARCHITECT/ENGINEER
FOR PROFESSIONAL SERVICES**

This is an **AMENDMENT/ADDENDUM TO THE AGREEMENT effective May 15 2014** between **DAMMON ENGINEERING, LLC (“A/E”)** and the **CITY of Slidell, LA (“City”)** for **“Design & Construction Administration of New Sidewalk Installation in the CDBG Target Area”**. This AMENDMENT/ADDENDUM is effective as of the _____ day of _____ 2014 (“Effective Date”).

WHEREAS, the City requires additional sidewalk design and for the project titled: CDBG Sidewalk Project, Phase V.

WHEREAS, A/E is qualified to provide said additional design services; and

WHEREAS, the City and A/E entered into a contract on _____ day of _____ 20__ for the project titled: CDBG Sidewalk Project, Phase V; and

Now therefore, the City and A/E agree to amend/addend the original contract as follows:

1. Amended Scope of Services: Professional services by A/E for City shall provide sidewalk design and survey services (see Attachment “A” for details).
2. Fees for this additional work are given below. Amended project title: CDBG Sidewalk Project, Phase V (“Project”), Slidell Project No. 5000-21B.

PHASE	BASIS	FEE
Design, Create Bid Documents, Review Bids and Recommend Award	10%	\$ 364.00
Schematic Design	15%	\$546.00
Construction Documents	35%	\$1,274.00
Bids & Contracts	5%	\$182.00
Construction Administration	15%	\$546.00
Inspection	20%	\$728.00
TOTAL FEE		\$3,640.00

3. All other terms and conditions set forth in the original Agreement not amended herein remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement Amendment/Addendum, the Effective Date of which is indicated above.

CITY:

A/E:

Signature

Signature

Freddy Drennan
Printed Name

Chuck Dammon
Printed Name

Mayor
Title

Vice President
Title

Date Signed: _____

Date Signed: _____

ATTACHMENT A

SCOPE OF SERVICES

I. PROJECT DESCRIPTION

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

SCOPE OF SERVICES

The Scope of Work under this Agreement is to provide design, construction administration, and quality assurance services for the installation of new sidewalk work in the Lincoln Park area from Cleveland Avenue to the Dead End.

CDBG Sidewalk Project, Phase V; Slidell Project No. 5000-21B

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 each 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.
2. Photograph existing conditions at jobsite location prior to start of construction.
3. Prepare preliminary design work for the City of Slidell to review, including typical installation design with start and stop points indicated.
4. Prepare necessary details for 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 plans showing the work to be performed at the location, detailed plans for the installation of the restroom.
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 30 days. QA Representative will only be provided during the period of actual construction.

The CLIENT will pay for any additional services QA Services beyond this 30 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 – 15 days following receipt of Notice to Proceed for this agreement.

100% Contract Documents Suitable for Bid – 15 days following receipt of 50% review comments.

Bid Phase – 30 days following release to invitation-only bidders.

Construction Phase – 30 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.

ATTACHMENT B

FEDERAL COMPLIANCE REGULATIONS

Certification Form

Updated August 2013

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. [HUD, DOJ]

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). [HUD, DOJ]

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). [HUD, DOJ]

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). [HUD, DOJ]

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. [HUD, DOJ]

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). [HUD, DOJ]

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. [HUD]

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). [HUD, DOJ]

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). [HUD, DOJ]

LOBBYING

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

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). [HUD, DOJ]

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. [HUD, DOJ]

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. [FEMA]

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.[HUD, DOJ]

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.[HUD, DOJ]

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. [HUD, DOJ]

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.[HUD, DOJ]

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: _____

(NAME)

On: _____

(Date)