



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2022

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 have **ADDITIONAL INSURED** provisions or 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).

<b>PRODUCER</b> Alexander & Sanders, a Division of Cadence Insurance (formerly BXS Insurance) 4041 Essen Lane, Suite 400 Baton Rouge LA 70809	<b>CONTACT NAME:</b> Ryan Jester
	<b>PHONE (A/C, No., Ext):</b> 225-336-3200 <b>FAX (A/C, No):</b> 225-336-4536 <b>E-MAIL ADDRESS:</b> asinfo@bxsi.com
License#: PC-1092395      DAMMENG-01	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Dammon Engineering, Inc. 554 Old Spanish Trail Slidell LA 70458	<b>INSURER A :</b> XL Specialty Insurance Company <b>NAIC #</b> 37885 <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>

**COVERAGES**

CERTIFICATE NUMBER: 142681749

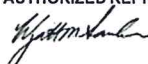
REVISION NUMBER:

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (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 \$
A	<b>PROFESSIONAL LIABILITY</b> CLAIMS MADE FORM			DPR5002064	9/6/2022	9/6/2023	PER CLAIM \$1,000,000 AGGREGATE \$2,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Dammon Engineering, Inc. 554 Old Spanish Trail Slidell LA 70458	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 
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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

§ 2.5 The Consultant shall provide copies of drawings, reports, specifications, and other necessary information to the Architect and other consultants in the format the Architect requires.

§ 2.6 The Consultant shall not be responsible for the acts or omissions of the Architect, Architect's other consultants, Contractor, Subcontractors, their agents or employees, or other persons performing any of the Work. The Consultant shall provide prompt written notice to the Architect if the Consultant becomes aware of any errors, omissions or inconsistencies in the services or information provided by the Architect or other consultants.

§ 2.7 The Consultant shall submit for the Architect's approval a schedule for the performance of the Consultant's services consistent with the requirements of the Prime Agreement, which may be adjusted as the Project proceeds. The Consultant's schedule shall allow reasonable time for the Architect and other consultants to review the Consultant's submittals. Once approved by the Architect, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Architect.

§ 2.8 The Consultant shall maintain the following insurance for the duration of this Agreement.

§ 2.8.1 Commercial General Liability with policy limits of not less than ( \$ ) for each occurrence and ( \$ ) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Consultant with policy limits of not less than Not Applicable ( \$ ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Consultant may achieve the required limits and coverage for Comprehensive General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits.

§ 2.8.5 Employers' Liability with policy limits not less than Not Applicable ( \$ ) each accident, ( \$ ) each employee, and ( \$ ) policy limit.

§ 2.8.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million ( \$ 2,000,000.00 ) per claim and Two Million ( \$ 2,000,000.00 ) in the aggregate.

§ 2.8.7 Additional Insured Obligations. To the fullest extent permitted by law, the Consultant shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner and Architect as additional insureds for claims caused in whole or in part by the Consultant's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Architect's and Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.8 The Consultant shall provide to the Architect certificates of insurance evidencing compliance with the requirements in this Section 2.8.

### ARTICLE 3 SCOPE OF CONSULTANT'S SERVICES

§ 3.1 The Consultant shall provide the Architect with the same professional services for This Portion of the Project as the Architect is required to provide to the Owner under the Prime Agreement. The Consultant shall provide its services in the phases and sequences directed by the Architect, and subject to the same standards and provisions that the Architect is required to meet under the Prime Agreement, unless otherwise described below.

§ 3.1.1 The Consultant shall provide One ( 1 ) site visit per month over a period of nine to twelve months during construction of the Project. If the Architect authorizes the Consultant to perform additional site visits, the Consultant

§ 13.2 This Agreement is comprised of the following documents:

- .1 AIA Document C401™-2017, Standard Form Agreement Between Architect and Consultant;
- .2 Prime Agreement between the Owner and Architect, including all applicable exhibits thereto, attached as Exhibit A;
- .3

*(Paragraph Deleted)*

- .4 Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement)*

Dammon Engineering Proposal accepted on December 13, 2022, attached as Exhibit B  
Dammon Engineering 2022 Schedule of Hourly Rates, attached as Exhibit C

- .5 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

  
\_\_\_\_\_  
ARCHITECT *(Signature)*

James R. Washington, Jr., President  
\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
CONSULTANT *(Signature)*

Chuck Dammon, NOT  
\_\_\_\_\_  
*(Printed name and title)*

Init.

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[ X ] Arbitration pursuant to the terms and conditions set forth in Section 8.3.

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Fee is based on the following

Structural design package for a fee of Seven Thousand Dollars and 00/100 (\$7,000.00)

Mechanical Electrical Plumbing design package for a fee of Twenty-One Thousand Dollars and 00/100 (\$21,000.00)

Total proposed fee of Twenty-Eight Thousand Dollars and 00/100 (\$28,000.00) that will include five (5) sets of full-sized plans along with PDF's to be delivered to Architect upon completion of design phase. Consultant will provide construction administration during construction phase.

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Additional services with the approval of the Architect, will be provided at an hourly rate based on Exhibit C - Dammon Engineering, Inc. 2022 Standard Hourly Rates.

...

See Exhibit C – Dammon Engineering, Inc. 2022 Standard Hourly Rates

...

The Architect shall reimburse the Consultant for the Reimbursable Expenses necessarily incurred by the Consultant or the Consultant's employees directly relating to the Project and listed in the Prime Agreement plus Ten percent ( 10 %) of the expenses incurred. Reimbursable Expenses are in addition to compensation for the Consultant's services and Additional Services.

...

Not Applicable

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~~.3 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if not included in the Prime Agreement, dated as indicated below:~~

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*(Insert the date of the E203 – 2013 incorporated into this agreement.)*

...

Dammon Engineering Proposal accepted on December 13, 2022, attached as Exhibit B

...

Dammon Engineering 2022 Schedule of Hourly Rates, attached as Exhibit C

...

James R. Washington, Jr., President

Chuck Dammon, NOT