

K22-1042

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

DANA BROWN & ASSOCIATES, INC.

RFQ NO. 2246

RICHARD LEE PARK IMPROVEMENTS

THIS PROFESSIONAL SERVICES AGREEMENT (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (“**Owner**” or the “**City**”), and Dana Brown & Associates, Inc., represented by Dana Nunez Brown, President & Managing Principal (the “**Consultant**”). The City and the Consultant may sometimes be collectively referred to as the “**Parties**.” The Agreement is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, on June 22, 2022, the City issued a Request for Qualifications No. 2246 seeking qualified persons to provide professional services including design and construction administration services for the Richard Lee Park Improvements Project (the “**RFQ**”); and

WHEREAS, the Consultant submitted a proposal dated July 21, 2022, and the City has selected the Consultant to perform the professional services described in the RFQ.

NOW THEREFORE, the City and the Consultant agree as follows:

ARTICLE I – DEFINITIONS

As used in this Agreement, the following terms have the meanings given below:

“**Construction Documents**” means all of the graphic and written information prepared or assembled by the Consultant or the Owner for communicating the design and for the bidding and construction of the Project in accordance with all applicable laws.

“**Construction Progress Schedule**” means Contractor’s construction progress schedule as approved by the Owner.

“**Project**” means the scope of the project as fully described in Exhibit A.

“**Work**” means all design services for the entire Project, commencing from the initial concept planning until construction completion, including such other related services as required by the City to complete the Project.

ARTICLE II – SCOPE OF SERVICES

A. Basic Services

1. The Consultant's basic services (“**Basic Services**”) shall consist of the following eight phases: Programming/Scope, Schematic Design, Design Development, Construction Documents, Bidding, Closeout, Construction, and Warranty. Basic Services shall include: usual and customary architectural, civil, structural, mechanical, and electrical engineering; landscape design services; and all other disciplines and services as stipulated and required for this Project.
2. Consultant’s responsibility under this Agreement is to provide Work under the conditions and requirements set forth herein and in the Exhibits and attachments hereto, all of which are incorporated as part of this Agreement by this reference. Under no circumstances shall authorization for services exceed the dollar amounts authorized by the City and specifically allocated to pay for services.

3. In the performance of the Work under this Agreement, Consultant shall abide by and comply with the expressed intent and requirements set out in the RFQ, including but not limited to the provisions therein relating to scope of services and all other provisions relating to the services to be performed; the provisions of said RFQ are hereby incorporated into this Agreement by reference. In the event of any conflict(s) between the RFQ and other provisions of this Agreement, the City Attorney shall resolve such conflicts in his/her sole discretion.

B. Programming/Scope Phase

1. Upon the Owner's written approval to proceed, the Consultant shall begin the Programming/Scope Phase of the Project.
2. During the Programming/Scope Phase, the Consultant shall:
 - a. Review the scope and programming requirements and determine whether the information is generally in agreement with the available funds for construction ("AFC"), site location, and time schedule;
 - b. Advise the Owner, in writing, if it determines that any scope or programmatic requirements are not be achievable;
 - c. If required by Owner, engage the services of a land surveyor to perform site-surveying services and pay for such fees and expenses as an additional service;
 - d. If site-surveys are procured by the Owner, assist the Owner with coordinating the surveyor's services;
 - e. Confirm with surveyor providing site survey that all information provided (*i.e.* ground elevations and benchmarks) are adjusted according to the most current government adjusted reference benchmarks. Consultant shall reconfirm prior to the issuance of Construction Documents for bidding purposes;
 - f. Assist the Owner with coordinating Owner secured testing services of a geotechnical engineer or other consultants, including reports, test borings, test pits, soil bearing values, percolation tests, and water pollution tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof when such services are deemed necessary;
 - g. Prepare all documents to scale and utilize current and accurate site surveys as basis for developing documents;
 - h. Acknowledge that a thorough compilation of Hurricane Katrina and/or Rita damage is of the utmost importance;

- i. Promptly notify the Owner of any Hurricane Katrina and/or Rita damages discovered at the Project site which impacts the scope of the Project;
 - j. Incorporate Scope Phase clarifications into the scope of the Project, if clarifications are required upon the discovery of Hurricane Katrina and/or Rita damage;
 - k. If required by the Owner, submit up to five (5) drawing sets and specifications of all Scope Phase documents, as verified by Owner, and (1) one CD in .pdf format, within the number of days stipulated for the Programming/Scope Phase in Article VI.
- 3. After the Owner's approval, only the Owner shall have the authority to alter the completed design scope. Any alteration(s) authorized by the Owner shall be made in writing. If alterations to the design scope result in increasing the Scope of Work, the Owner will consider additional services.
 - 4. The Owner will review the Scope Phase documents and present review comments that may require design modifications. The Consultant shall incorporate all Owner comments and adjust cost estimate as required in accordance with established design schedule.

C. Schematic Design Phase

- 1. Upon completion of the Programming/Scope Phase and the Owner's written approval, the Consultant shall commence the Schematic Design Phase.
- 2. During the Schematic Design Phase, the Consultant shall:
 - a. Prepare the Schematic Design documents for the Owner's review and approval in such format and detail, and consisting of drawings and other documents illustrating the scale, relationship of the Project components, and site layout for the review and approval of the Owner based on the approved completed Design Scope, AFC, site location, and time schedule;
 - b. Meet with City's regulatory agencies for compliance;
 - c. Prepare the Schematic Design documents consisting of preliminary drawings, project manuals, and other documents to fix and describe the size and character of all work, including work required by codes, recommended alternates, and other essential elements as may be appropriate;
 - d. Prepare preliminary project manuals outlined by Project section in CSI format, conforming to the Owner's requirements, and consisting of outline specifications that describe materials and systems anticipated for use on the Project;
 - e. Prepare and submit presentation documents in electronic and printed form at the completion of the Schematic Design Phase to illustrate preliminary site usage and preliminary space usage;

- f. Provide an estimate of the cost of the Work as part of the Schematic Design documents.
 - i. All costs shall be current as of the date of submission and shall show unit quantities and costs of all components and systems, and a general contractor's cost, overhead, and profit.
 - ii. Costs for alternates and mitigation proposals shall be shown as separate items employing the same estimating methods and procedures as used for the other subheadings in the estimate of the cost of the Work.
 - iii. The estimate of the cost of the Work shall be in CSI format conforming to the Owner's requirements.
- g. Immediately inform the Owner in writing, should at any time the estimate of the cost of the Work exceed the AFC;
- h. If directed by the Owner in the event the cost of Work exceeds the AFC, make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the cost of the Work to meet AFC requirements at no additional cost to the Owner. If it is determined that the cost increase is due to scopes of work added by the Owner the Consultant may be entitled to an adjustment in fee per Article V, Section A(1)(c) of this agreement;
- i. Verify and document existing site conditions to the extent required to prepare complete and accurate documents including, but not limited to all systems, equipment, and utilities. The Owner shall provide the Consultant with copies of the Owner's records of the site, if available, but at no time will the Consultant be relieved of documenting existing site conditions;
- j. When an environmental review by the Owner is necessary, incorporate those requirements made necessary as a consequence of any environmental review in the preliminary plan for the Project;
- k. Consult with the Owner to establish Project requirements and confirm those requirements in writing;
- l. Be responsible for designing the Project such that the amount available for construction is not exceeded subject to the provisions of Article II(F)(3);
- m. If required, provide a preliminary analysis of energy conservation and stormwater management measures and maintenance plan in accordance with the City of New Orleans Comprehensive Zoning Ordinance, Article 23 requirements to be employed on the Project for the Owner's review and approval;

- n. Submit three (3) full-size printed drawings sets and specifications, one (1) half-size set of drawings and one (1) CD/DVD, of all Schematic Design Documents in .pdf format within the time frame stipulated in Article VI; and
 - o. Provide one (1) set of electronic files in .pdf format with layering capabilities that interface with CAD drafting standards representing every sheet in the Schematic Design Documents.
- 3. The Consultant's deliverable package shall contain all information as required per the Schematic Design Phase Checklist annexed hereto as Exhibit "B."
 - 4. The Owner will review the Schematic Design Documents and present review comments that may require design modifications. The Consultant shall incorporate all Owner comments and adjust cost estimate as required in accordance within established design schedule and at no additional cost to the Owner.

D. Design Development Phase

- 1. Upon written authorization by the Owner of the approved Schematic Design Documents, the Consultant shall commence the Design Development Phase.
- 2. During the Design Development Phase, the Consultant shall:
 - a. Prepare the Design Development Documents consisting of drawings and more detailed specifications to fix and describe the size and character of the Project, including but not limited to, architectural, civil, structural, mechanical, electrical, landscaping design, and all other systems, materials and essentials as may be required and/or appropriate for the Project;
 - b. Refine the specifications, in CSI format conforming to the Owner's requirements, detailing sections and describing materials and equipment anticipated for the Project;
 - c. Revise and update the estimate of the cost of the Work as part of the Design Development documents.
 - i. All costs shall be current as of the date of submission and shall show unit quantities and costs of all components and systems, and general contractor's cost, overhead and profit.
 - ii. Costs for alternates and mitigation proposals shall be shown as separate items employing the same estimating methods and procedures as used for the other subheadings in the estimate of the Cost of the Work.
 - iii. The estimate shall be in CSI format conforming to the Owner's requirements and included as part of the Design Development documents.

- d. Submit a cost estimate variance report in CSI format that the Schematic Design Development and Design Development cost estimates and notes variance in any items all with a remarks column that explains the variances. The cost estimate should be based on accurate data bases which reflect current market conditions.
 - e. Prepare and submit presentation documents in electronic and printed form at the completion of the Design Development Phase to illustrate floor plans and building elevations;
 - f. Submit the following within the time frame stipulated in Article VI:
 1. Three (3) full-size printed drawings sets and specifications;
 2. One (1) half-size set of drawings;
 3. One (1) CD/DVD of all Design Development Documents in .pdf format; and
 4. One (1) set of electronic files in .pdf format with layering capabilities that interface with CAD drafting standards representing every sheet in the Design Development Documents.
 - g. Immediately inform the Owner, in writing, should at any time the estimate of the Cost of the Work exceed the amount AFC;
 - h. If directed by the Owner in the event the cost of Work exceeds the AFC, make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the cost of the Work to meet AFC requirements at no additional cost to the Owner. If it is determined that the cost increase is due to scopes of work added by the Owner the Consultant may be entitled to an adjustment in fee per Article V, Section A(1)(c) of this agreement;
 - i. If required, submit a more detailed energy conservation and storm water management plan that further outlines and demonstrates how project components meet required project goals and objectives; and
 - j. As required for community and/or regulatory review, prepare 2 and 3 dimensional presentation documents and submitted in electronic and printed form as required to illustrate architectural interior and exterior perspectives and landscaping design.
3. The Consultant's deliverable package shall contain all information required per the Design Checklist annexed hereto as Exhibit "C."
 4. The Owner will review the Design Development Documents and present review comments that may require design modifications. The Consultant shall incorporate all Owner comments and adjust cost estimate as required in accordance within established design schedule and at no additional cost to the Owner.

5. Neither the Consultant nor the Owner has control over: the costs of labor, materials or equipment, the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions.
6. The Consultant cannot and does not warrant or represent that the bids or negotiated prices will not vary from the Owner's budget or from any estimate of the Cost of the Work prepared by or on behalf of the Consultant.

E. Construction Documents Phase

1. Upon written authorization by the Owner and approval of the Design Development Documents, the Consultant shall commence the Construction Documents Phase.
2. During the Construction Documents Phase, the Consultant shall:
 - a. Prepare, from the approved Design Development Documents, Construction Documents consisting of drawings and project manuals setting forth the requirements for construction of the Project;
 - b. Include in the Construction Documents package all plans and specifications setting forth the requirements of the Project, City of New Orleans Division 0 General Conditions, and all applicable documents as required for approval by federal, state and local authorities having jurisdiction over the Project;
 - c. Modify any City of New Orleans Division 1 or Supplemental Conditions clauses as required to eliminate any language conflicting with the City Division 0 General Conditions;
 - d. Coordinate alternate bid work with the Owner and include in the construction documents;
 - e. On behalf of the Owner, file documents with governmental authorities having jurisdiction over the Project;
 - f. Consult with the Owner and include Bid Alternates in the scope of work for the Project, as required;
 - g. Update the estimate of the cost of the Work.
 - i. All costs shall be current as of the date of submission and shall show unit quantities and costs of all components and systems, and general contractor's cost, overhead and profit.
 - ii. Costs for alternates and mitigation proposals shall be shown as separate items employing the same estimating methods and procedures as used for the other

subheadings in the estimate of the cost of the Work.

- iii. The estimate shall be in CSI format conforming to the Owner's requirements.
- h. Submit a cost estimate variance report in CSI format that compares Design Development Documents and Construction Documents cost estimates and notes variance in any items all with a remarks column that explains the variances;
- i. Immediately inform the Owner, in writing, should at any time the estimate of the cost of the Work exceed the amount AFC and make appropriate recommendation(s);
- j. If directed by the Owner in the event the cost of Work exceeds the AFC, make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the cost of the Work to meet AFC requirements at no additional cost to the Owner. If it is determined that the cost increase is due to scopes of work added by the Owner, the Consultant may be entitled to an adjustment in fee per Article V, Section A(1)(c) of this agreement;
- k. Following document review and the Owner's written approval of the ninety-five percent (95%) documents, proceed with the completion of one hundred percent (100%) Construction Documents.
- l. Electronically submit the following documents within the timeframe stipulated in Article VI to the Department of Safety & Permits for an application for a building permit:
 - i. Five (5) full-size printed drawings sets and specifications
 - ii. Two (2) half-size set of drawings
 - iii. Seven (7) specification sets
 - iv. One (1) CD/DVD of all 100% Construction Documents in .pdf format, including drawings, project manuals, and the estimate of the cost of the Work.

All submitted printed plan sets must bear seals and signatures of the applicable design disciplines.

- m. Deliver the appropriate number of sets of Bid Documents with seals and signatures of the applicable design disciplines directly to the State Fire Marshal and other authorities as directed by the Owner and as necessary for review and approval for issuance of a building permit. The Owner shall reimburse Consultant for all costs for these reviews and reproduction;
- n. Provide one (1) set of electronic CAD files representing every sheet in the Construction Documents and comply with current CAD drafting standards as agreed to by the Owner and the Consultant;

- o. Unless otherwise instructed in writing by the Owner, make all necessary alterations at Consultant's sole cost and expense without reproduction reimbursement, if the Construction Documents are found to be incomplete, inaccurate, non-compliant with code requirements, or in need of modification by permitting or reviewing authorities; and
 - p. As required for community and/or regulatory review, prepare 2 and 3 dimensional presentation documents and in electronic and printed form to illustrate architectural interior and exterior perspectives and landscaping design.
3. The Consultants' deliverable package shall contain all required information per the Construction Documents Checklist annexed hereto as Exhibit "D."
 4. The Owner will review the Construction Documents and present review comments that may require design modifications. The Consultant shall incorporate all Owner comments and adjust the cost estimate as required to meet the AFC at no additional cost to the Owner and in accordance with the established design schedule.

F. Bidding Phase

1. If the Owner approves the Consultant's Construction Documents, the Owner may solicit public bids for the Work in the Bidding Phase. The Owner shall handle the following bid procedures:
 - a. Bid advertisement
 - b. Issuance of addenda
 - c. Bid receipt and opening
 - d. Official abstract of bid tabulations
 - e. Notice of intent to award a contract
 - f. Receipt of required post-bid information
 - g. Award of the Construction Contract
 - h. Set date and provide notice of pre-construction conference
2. During the Bidding Phase the Consultant shall:
 - a. Provide responses to contractor inquiries and provide documentation, as required;
 - b. Participate in the pre-bid conference and provide minutes of the meeting;
 - c. Submit to the Owner for distribution written responses to bidders' questions;
 - d. Interpret the intent of the Bid Documents and prepare and issue clarifications within one (1) day of receipt of inquiry, or as directed by Owner, by addendum to be issued through the Owner to all known bidders and plan holders;

- e. Attend the bid opening; and
 - f. Review bid submissions and post bid documentation as required.
3. If the lowest bona fide bid exceeds the amount AFC, the Owner shall:
- a. Authorize re-bidding of the Project within a reasonable time without additional compensation to the Consultant;
 - b. Authorize the Consultant, without additional compensation, to modify the Construction Documents as necessary to comply with the Owner's amount available for construction;
 - c. Give written approval of an increase in the Owner's budget for the Cost of the Work without
 - d. Additional compensation to the Consultant; and/or
 - e. Abandon the Project.

G. Construction Phase

- 1. The Construction Phase will commence with the award of the Construction Contract(s) for the entire Project, or any part thereof, and will terminate at the commencement of the Closeout Phase of the Project.
- 2. The Owner shall provide the Consultant with access to the site when work is in progress.
- 3. During the Construction Phase the Consultant shall:
 - a. Inform the City of its designated person to perform construction administration services;
 - b. Provide continued advice and consultation;
 - c. Act as an agent for the Owner and issue all communications to the Contractor from the Owner;
 - d. Acquire progress schedule within ten (10) days prior to the Notice to Proceed or pre-construction meeting whichever comes first;
 - e. Provide the Owner with copies of the proposed construction progress schedule for approval;
 - f. Review the Contractor's proposed construction schedule and advise the Owner of contract compliance with schedule requirements per the contract specifications;

- g. Review the proposed construction progress schedule with the Contractor prior to the beginning of Work;
- h. Make a minimum of one site visit per week to review the progress and quality of the work and to determine the work when fully completed will be in accordance with the Construction Documents and the Construction Progress Schedule;
- i. Keep the Owner informed of the progress and quality of the work performed, report known deviations from the Contract Documents and the most recently approved construction schedule;
- j. Assist in inspection of work and provide report of all observed defects in material, equipment and workmanship;
- k. Submit weekly written reports, with photographs. Photographs should:
 - i. Be taken from the same angle or site position each week in order to document project progression in conjunction with specific project related photographs;
 - ii. Include a panoramic picture that shows the complete building and site; and
 - iii. Contain information that identifies the date, location, and work being performed or defect requiring correction.
- l. Immediately notify the Owner, in writing, of any work that the Consultant observes does not conform to the Construction Documents;
- m. Have the authority to reject work not in conformance with the Contract Documents unless otherwise noted by the Owner;
- n. Have authority to require special inspection or testing of any work in accordance with the provisions of the Construction Documents, including the Construction Contract, whether such is work fabricated, installed, or completed if, in its reasonable opinion, the Consultant considers it necessary or advisable to ensure the proper implementation of the intent of the Construction Contract.

The Owner shall be notified in advance of any special inspection or testing required by the Consultant;

- o. Review all testing laboratory reports and advise the Owner if any of the materials tested do not meet the requirements of the Construction Documents or the Construction Contract;

- p. Review and take appropriate action regarding the Contractor's submittals to include shop drawings, product data, mock-ups, samples, and other submissions of the Contractor for conformance with the design concept of the Project and for compliance with the information given in the Construction Documents and Construction Contract;
- q. Review and return the submittal to the Contractor within fourteen (14) calendar days or as required to maintain the Contractor's critical path as noted in the approved construction schedule, with one of the following determinations: approved, approved as noted, revise and resubmit, rejected and resubmit. Review durations for resubmittals shall be engaged in a timely manner as determined by the critical path and the Owner;
- r. Render interpretations necessary for the proper execution of the work;
- s. Interpret and decide matters concerning performance of the requirements of the Contract Documents upon written request of the Owner. Interpretations and decisions of the Consultant will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings;
- t. Review and respond to all Requests for Interpretation/Information ("RFI") within seven (7) calendar days, or as required to maintain the contractor's critical path;
- u. Provide Owner digital or printed copies of all correspondence, documentation, and other forms of conveyance of information from the Consultant to the Contractor at the time of transmittal from the Consultant to the Contractor;
- v. After receiving the Owner's written approval, prepare all change orders ("**Change Order(s)**") and Construction Change Directives. Consultant shall have authority to order minor changes in the work, which do not alter the scope of the Project, the Contract amount, and/or time. Such approval shall be with respect to the work item subsequently submitted by the Consultant, but the Contractor cannot be authorized to proceed until he receives a fully executed copy of the document or written authorization from the Owner;
- w. In an event of an emergency during construction that necessitates a field change, contact a representative of the Owner for approval. If unable to contact the Owner's representative, the Consultant is authorized to issue a field change;
- x. When Change Order work requires modifications to the original Construction Documents relative to code or life safety matters, submit drawings and specifications to the City's Permit Office and State Fire Marshal to obtain approvals prior to modifications being made;

The fees and costs in preparing any such drawings and specifications may be considered an Additional Service by the Owner;

- y. Participate in all inspections by the State Fire Marshal and process and submit applicable certificates and reports to the Owner;
- z. Inspect and certify that all stormwater management features have been completed as designed and approved in Accordance with Article 23 of the City of New Orleans Comprehensive Zoning Ordinance;
- aa. Evaluate any claims submitted by either the Owner or the Contractor and make recommendations to the Owner;
- bb. Review and approve Contractor's monthly Application for Payment and submit to Owner within five (5) business days;
- cc. Approve Contractor's payment based on observations at the site and verification that Contractor: has a current and approved project schedule, is maintaining on site record drawings (as-built), and has submitted all daily field reports;
- dd. Determine the amount due the Contractor and certify payments in such amounts (individually and collectively, the "**Certificate(s) of Payment**"). A Certificate of Payment shall constitute a representation by the Consultant to the Owner that:
 - i. To the best of the Consultant's knowledge, information, and belief the work has progressed to the point indicated;
 - ii. The quality of the work is in accordance with the Construction Documents, including the Construction Contract, subject to an evaluation of the work for conformance with the Construction Documents, including the Construction Contract, upon Substantial Completion, as defined therein;
 - iii. The results of any subsequent tests required by the Construction Documents, including the Construction Contract, that are correctable prior to completion, and any specific qualifications stated in the Certificate for Payment; and
 - iv. Contractor is entitled to payment in the amount certified.

Unless otherwise specifically provided, issuance of a Certificate for Payment by the Consultant does not represent that it 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 Consultant shall then have five (5) calendar days to submit monthly Contractor Applications for Payment to the City for processing.

- ee. Upon notification from the Contractor of a request for Substantial Completion:

- i. Examine the project to determine if all contract work is complete in accordance with plans and specifications; and
 - ii. Prepare a valuated punch list for the completed work noting any defects or corrections required.
 - ff. If the value of the punch list is greater than one (1) percent of the contract value, issue the punch list to the Contractor but withhold the issuance of the Certificate of Substantial Completion until the Contractor performs corrective work sufficient to reduce the punch list to a value at or below one (1) percent of the contract value; and
 - gg. Once the punch list value is at or below one (1) percent of the contract value, prepare a Certificate of Substantial Completion with updated valuated punch list and submit to the Owner for review, approval and signature.
4. The Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor shall the Consultant be responsible for the Contractor's failure to perform the work in accordance with the Construction Documents.
 5. The Consultant shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the work.
 6. The Consultant shall not be responsible for malfeasance, neglect, or failure of any contractors or suppliers to meet their schedules for completion.

H. Closeout Phase

1. The Closeout Phase will commence after signature of the Certificate of Substantial Completion by the Owner.
2. During the Closeout Phase, the Consultant shall:
 - a. Receive and submit to the Owner all required closeout documentation from the Contractor as required per the Construction Contract Documents within forty-five (45) days of the issuance of Substantial Completion including:
 - i. Record drawings - one (1) hard copy set and one (1) set of electronic files in .pdf format with layering capabilities that interface with CAD drafting standards representing every sheet in the record drawings; and
 - ii. Digital copies of all project documentation including emails, meeting summaries, all correspondences, logs, etc.

- b. Upon notification by the Contractor, conduct a punch list walk-through to confirm, review, and approve completion of “punch-list” items.
- c. If all items on the punch list are not complete, revise the original punch list to show completed and remaining items to be complete.
- d. After forty-five (45) days from the issuance of the Substantial Completion Certificate, perform a punch list walk through and revise the original punch list to show completed and remaining items, if any, and their associated values.
 - i. If the punch list is not complete at that time, the Owner reserves the right to assess a credit against the Contractor for the value of the remaining punch list items as determined by the Consultant and direct the Consultant to prepare a final invoice to the Contractor.
 - ii. If the Owner chooses not to assess a credit and have the Contractor complete the remaining punch list items, the Consultant will inform the Contractor that actual damages will be assessed against the project on a daily basis until the punch list is declared complete.
- i. Maintain and submit to the Owner a detailed account of all work and hours associated with the completion of the punch list at the rates specified in the Contract Documents as Additional Services to be withheld by the Owner from the unpaid funds remaining in the Construction Contract sum.
- ii. Submit a CD containing digital files of all project documentation for the City’s record at the end of the Closeout Phase. The files should be organized in subfolders that describe each category of documentation and include but not be limited to: invoices, change orders, RFI’s, letters, memorandum, submittals, transmittals, drawings and specifications, schedules, photographs, meeting minutes, etc.

I. Warranty Phase

During the Warranty Phase, the Consultant shall:

- a. Follow up on items to be corrected during the warranty period;
- b. Arrange for and conduct an on-site review and report of the Project sixty (60) days prior to expiration of the one (1) year warranty period; and
- c. Inform the Owner, user agency, and Contractor of any items to be corrected and shall inspect the Project as required until the work is completed.

Except those requirements identified as an Additional Service, completion of the above phases will constitute completion of the Consultant's Basic Services for compensation purposes.

J. Meetings

Consultant shall:

1. During the Design Phases, attend bi-weekly design review and coordination meetings to review the Project requirements and update the Owner on the progress of the Project and other matters;
2. During the Design and Construction phases, attend project progress meetings;
3. Prepare meeting minutes to include:
 - i. Original contractual completion date;
 - ii. Revised contractual completion date by change order (with number of change order(s));
 - iii. Current projected completion date (per the contractors' schedule);
 - iv. Total float days;
 - v. Percentage completed;
 - vi. Construction activities status (activities in progress, activities started and activities completed);
 - vii. Outstanding actions should note responsible parties and deadlines for actions;
 - viii. Actions carried over completion; and
 - ix. Other relevant discussions, decisions and actions.
4. Participate in community and agency Design Phase presentation meetings scheduled and coordinated by the Owner's project manager, as required;
5. Attend and participate in citizen participation meetings as coordinated by the Office of Neighborhood Engagement of the City of New Orleans to become familiar with the views of the neighborhood, as required;
6. Attend internal hearings including, but not limited to Design Advisory Committee meetings, Conditional Use Hearings, Environmental Approval meetings, executive level approval meetings, City Planning Commission meetings, or meetings with federal or state agencies.

Attendance at meetings beyond those identified in this article may require Additional Services.

K. Additional Services

If the Owner provides written authorization for any of the following Additional Services by Amendment hereto, the Consultant shall be compensated as hereinafter provided:

1. Design services related to future facilities, systems, and equipment not intended to be constructed as part of the Project;

2. Revisions to drawings, specifications, or other documents when such revisions are inconsistent with previous written approvals or instructions and/or due to causes beyond the control of the Consultant;
3. Consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in the provisions of the Basic Services as may be required in connection with the replacement of such work;
4. Professional services made necessary by the default of the Contractor or by major defects in the work of the Contractor in the performance of the Construction Contract;
5. Services or extensive follow-ups of deficiencies other than the one-year warranty review and report, after issuance by the Owner of the final Certificate of Payment;
6. Services other than architectural, civil, structural, mechanical, electrical, landscape design, which are not part of Basic Services to accomplish the goal of this Project;
7. Acting as a witness or expert witness at any mediation, arbitration or legal proceeding related to this Project, except when the Consultant is a party thereof;
8. Preparing drawings and specifications in connection with Change Orders, unless the Change Order results solely from a negligent error and/or omission of the Consultant;
9. Preparation for and attendance at meetings beyond those required in Article II(J) of this Agreement; and/or
10. Services associated with LEED commissioning or similar rating systems.

ARTICLE III - REPRESENTATIONS AND WARRANTIES

The Consultant represents and warrants to the City that:

- A. The Consultant, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;
- B. The Consultant has the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;
- C. The Consultant is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of the Consultant, its employees, or its subcontractors in the performance of this Agreement;

- D.** The Consultant is not under any obligation to any other person that is inconsistent or in conflict with this Agreement or that could prevent, limit, or impair the Consultant's performance of this Agreement;
- E.** The Consultant has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City and incorporated into this Agreement;
- F.** The Consultant is not in breach of any federal, state, or local statute or regulation applicable to the Consultant or its operations;
- G.** Any rate of compensation established for the performance of services under this Agreement are no higher than those charged to the Consultant's most favored customer for the same or substantially similar services;
- H.** The Consultant shall exercise reasonable, professional care in its efforts to comply with the requirements of all applicable local, state, and federal laws, codes, regulations in effect as of the Effective Date.
- I.** The Consultant has read and fully understands this Agreement and is executing this Agreement willingly and voluntarily; and
- J.** All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of this Agreement by the Consultant and the execution of this Agreement by the Consultant's representative constitutes a sworn statement, under penalty of perjury, by the Consultant as to the truth of the foregoing representations and warranties.

ARTICLE IV - OWNER'S RESPONSIBILITIES

- A.** The Owner shall provide full information regarding its requirements for the Project, including the Owner's budget for the cost of the Work.
- B.** The Owner shall assign an in-house Project Management representative authorized to act on its behalf with respect to the Project. The Owner or its representative shall examine documents submitted by the Consultant and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Consultant's services.
- C.** The Owner shall furnish the services of a geotechnical engineer or other Consultants when such services are recommended by the Consultant, including reports, test borings, test pits, soil bearing values, percolation tests, and water pollution tests and other necessary operations for determining subsoil, air, and water conditions, with appropriate professional interpretations thereof.

- D. The Owner reserves the right to conduct auditing services as may be required to ascertain how or for what purposes the Consultant has used the monies paid to it under the Construction Contract.
- E. If the Owner observes, or otherwise becomes aware of, any fault or defect in the Project that does not conform to the requirements of the Construction Documents, including the Construction Contract, the Owner shall give prompt written notice thereof to the Consultant.
- F. The Owner may furnish surveys, legal limitations, proof of ownership, topographic data, and utility locations for, and a legal description of the site of the Project.
- G. The Owner shall furnish tests, inspections and reports pertaining to the site, if available. Owner shall also provide hazardous materials report, Phase I environmental report and wetlands determination. Additionally, the Owner shall provide the services of an independent materials testing laboratory.
- H. The Consultant shall have the right to rely on the accuracy and completeness of the information provided by Owner as set out above.

ARTICLE V - COMPENSATION

A. Basic Services

1. Fees for Basic Services performed under this Agreement, unless otherwise noted by the Owner, shall be calculated using the State of Louisiana FP&C logarithmic formula based on the following:
 - a. At the time of execution of the Agreement, the Initial Budget as established by the Owner using the estimated AFC is \$2,250,000.00. Based on the State of Louisiana FP&C logarithmic formula for the year 2022 with applicable multipliers applied as appropriate to the project, the fee for Basic Services is \$175,394.33.
 - b. Included in this agreement are additional services for the Topographic Survey. The fee for these services total \$10,340.00.
 - c. At the completion of each design phase, if the Consultant's estimate of probable construction costs exceeds the established project budget and the Owner determines that the project budget needs to be increased, the fees for Basic Services may at the discretion of the Owner be adjusted based on the Consultant's submitted and approved probable cost of construction.
 - d. In the event that the most responsive bid for construction exceeds the Consultant's Construction Documents phase estimate of the cost of the work, the fees for Basic

Services may, at the discretion of the Owner, be subject to adjustment based on the following:

- i. The Scope of Work has not been revised.
- ii. The Owner obtains cost reasonableness concurrence of cost revisions from the agency providing funding (i.e. FEMA, CDBG, etc.)

Additional funding is appropriated to the AFC to increase the AFC to the amount of the most responsive bid.

- e. In the event that the most responsive bid for construction is less than the Consultant's Construction Documents phase estimate of the cost of the Work, the fees for Basic Services may be subject to adjustment based on the following:
 1. The Scope of Work has not been revised;
 2. The Owner obtains cost reasonableness concurrence of cost revisions from the agency providing funding (i.e. FEMA, CDBG, etc.); and
 3. Funding deductions are calculated to adjust the fees for the revised construction cost and the corresponding of the fees for Basic Services.
- f. During the Construction Phase, the fees for Basic Services may, at the discretion of the Owner, be adjusted based on revised cost of construction that exhibit changes to the value of the project due to adjustments to the scope of work approved by the Owner.
- g. Upon Substantial Completion of the construction and the Owner's discretion, the fees for Basic Services may be adjusted based on:
 - i. Approved change orders that increase the construction costs due to unforeseen conditions or Owner directives;
 - ii. Additional Services as defined in this Agreement and approved by the Owner; and
 - iii. Deductions due to Consultant's errors and/or omissions.
2. The Owner and the Consultant agree in accordance with the terms and conditions of this Agreement that, should the scope of the Project materially change, the compensation to the Consultant shall be adjusted by a written and duly authorized amendment hereto.
3. Payments for Basic Services shall be made monthly in proportion to the services performed so that the compensation at the completion of each Phase as applicable, except when the compensation is on the basis of a multiple of Direct Personnel Expenses, shall equal the following percentages of the total basic compensation:

Phase	%	% complete
(a) Programming /Scoping Phase	5	5
(b) Schematic Design Phase	10	15
(c) Design Development Phase	15	30
(d) Construction Documents Phase	30	60
(e) Bidding Phase	3	63
(f) Construction Admin. Phase	30	93
(g) Closeout Phase	5	98
(h) Warranty Phase	2	100

4. The Owner will make payments of the Consultant's monthly invoice of detailed statements for all categories of services rendered under this Agreement and for all authorized reimbursable expenses incurred within in a timely manner.
5. Payment. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.
6. Partial payments to the Consultant for services rendered will be made monthly by the Owner based upon the percentage of completion of services for each Phase as shown in the reports of Project progress submitted to the Owner by the Consultant. The reports of progress shall show in detail the status of the services, be subdivided into appropriate phases with the estimated percentage for each phase, and be on a form and with a division of items as approved by the Owner. The invoice shall also show the total of previous payments on account of this Agreement and the amount due and payable as of the date of the current invoice. If applicable, the City will also require that invoices identify costs for work related to Hurricane Katrina damages and costs for work required by the City, if applicable.
7. **Invoices.**
 - a. The Consultant must submit invoices monthly (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include, at a minimum, the following information:
 - 1) Name of Consultant;
 - 2) Date of Invoice;
 - 3) Invoice Number;
 - 4) Contract or Purchase Order Number issued by the City (i.e. K#);
 - 5) Name of the City Department to be invoiced (i.e. City Civil Service);
 - 6) Description of the Services completed; and
 - 7) An authorized signature under penalty of perjury attesting to the validity and accuracy of the invoice.
 - b. Invoices will be processed in accordance with this Article 5 of the Agreement.

- c. All invoices must be signed by an authorized representative of the Consultant under penalty of perjury attesting to the validity and accuracy of the invoice.
 - d. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.
8. Three (3) originals of all invoices shall be submitted to the Owner. Prior to submission under Article V(7) and (8), the Consultant shall submit invoices to the City for pre-approval. The City reserves the right to require other reasonable accommodations from Consultant regarding invoices, provided the City requests these changes in writing. The Consultant's Project Number and, if applicable, FEMA Project Worksheet ("PW") number shall appear on all invoices for Basic Services.
9. The Consultant's accounting records of all authorized Reimbursable Expenses, authorized Additional Services, and approved services performed on the basis of a multiple of direct personnel expense shall be kept on a generally recognized accounting basis and shall be available to the Owner or its authorized representative at a mutually convenient time.
10. Fee calculations shall include the value of alternate(s) authorized by the Owner through the Bidding Phase even if the alternate(s) are not accepted for construction.
11. Document reproduction costs for each phase are included under Basic Services, except as specifically excluded herein.
12. Fees for services in connection with the preparation of documents for construction change orders, providing interior design and services required for, or in connection with, the selection of furniture and furnishings, and for any services not included in this document shall be at a rate agreed upon by the Consultant and the Owner. Prior to the execution of these services, the Consultant shall submit a proposal of projected costs and fees for the Owner's review and approval.

B. Additional Services

Payment to the Consultant for Additional Services shall be made on the basis of the Consultant's and the Consultant's subconsultant's current hourly billing rates offered to preferred clients, which rates shall be submitted to and approved in writing by the City prior to the execution of this Agreement. Such preferred hourly billing rates shall not exceed those listed below in the following rate schedule. No payments shall be made for any of the Consultant's or Consultant's subconsultant's secretarial or administrative personnel. No additional surcharges shall be added to the Owner approved Additional Services hourly billing rates, not for overhead, nor for profit, nor for anything else.

Principal:	\$ 254 Maximum Hourly Rate
Project Architect:	\$ 158 Maximum Hourly Rate
Architect:	\$ 127 Maximum Hourly Rate

Landscape Architect	\$ 127	Maximum Hourly Rate
Civil Engineer:	\$ 203	Maximum Hourly Rate
Structural Engineer:	\$ 203	Maximum Hourly Rate
Mechanical Engineer:	\$ 178	Maximum Hourly Rate
Electrical Engineer:	\$ 178	Maximum Hourly Rate
Other Technical Personnel:	\$ 120	Maximum Hourly Rate
CAD Draftsman:	\$ 108	Maximum Hourly Rate

C. REIMBURSABLE EXPENSES

Reimbursable expenses (“**Reimbursable Expenses**”) are in addition to compensation for Basic Services and Additional Services and include actual expenditures made by the Consultant, its employees, or its professional consultants in the interest of the Project for the expenses listed in Subparagraphs 1 through 6, herein. Reimbursable Expenses must be authorized, in writing, by the Owner. Reimbursable Expenses include:

1. Direct expenses of authorized transportation and living subsistence when traveling in connection with the Project for services beyond Basic Services;
2. Net reproduction expenses of drawings and project manuals other than those to be provided under each Phase as part of Basic Services, including net reproduction costs of full-size sets of reproducible record documents and an electronic file in the format direct by the Owner;
3. Net fees paid by the Consultant for securing approval of authorities having jurisdiction over the Project;
4. On-site resident monitoring, if approved in writing by the Owner;
5. Costs of site surveys, soil borings, testing, or other special services when such work is authorized by the Owner to be made part of this Agreement rather than paid directly by the Owner; and
6. Authorized reimbursable expenses which are not indicated as “direct” or “net” will be billed at a multiple of ONE AND ONE TENTH (1.10) times the amount billed to the Consultant.

D. Direct Personnel Expenses

1. Direct personnel expenses (“**Direct Personnel Expenses**”) of employees engaged on the Project by the Consultant applies to architects, engineers, designers, job captains, draftsmen, project manual writers, and typists in consultation, research, and design; in

producing drawings, project manuals, and other documents pertaining to the Project; and in services performed during the Construction Phase at the site.

2. Direct Personnel Expenses include cost of salaries and mandatory and customary benefits, such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar benefits.

- E. **Maximum Amount.** The maximum aggregate amount payable by the City for all services performed under this Agreement is \$185,734.33. This amount is inclusive of all services and cannot be increased except by a validly executed amendment. The City's obligation to compensate the Consultant under this Agreement will not exceed the maximum aggregate amount payable at any time.

ARTICLE VI – CONTRACT TIME

- A. **Initial Term.** The term of this agreement shall be for 1 year, beginning the Effective Date, provided there is an encumbrance of funds by the requesting department made from the funds allotted by the Chief Administrative Officer, which are derived from appropriations made by the City Council. This Agreement shall automatically terminate with respect to any period of time for which funds are not so encumbered.
- B. **Programming/Scope Phase.** The services to be performed during the Scope Phase shall promptly commence upon receipt of written notification to proceed by the Owner (the "Notice to Proceed"). Work on the Programming/Scope Phase shall be completed within 21 calendar days from the date of receipt by the Consultant of the Notice to Proceed for this phase.
- C. **Schematic Design Phase.** The services to be performed during the Schematic Design Phase shall be completed within 30 calendar days from the date of receipt by the Consultant of the Notice to Proceed for this phase.
- D. **Design Development Phase.** The services to be performed during the Design Development Phase shall be completed within 45 calendar days from the date of receipt by the Consultant of the Notice to Proceed for this phase.
- E. **Construction Documents Phase.** The services to be performed during the Construction Documents Phase shall be completed within 65 calendar days from the date of receipt by the Consultant of the Notice to Proceed for this phase.

Should the Consultant fail to complete services under Subsection E above, within the stipulated time, the Consultant shall be liable for stipulated damages in an amount of \$500.00 per day. The failure of the Consultant to provide construction documents within the specified time shall deem the Consultant to be in default.

- F. **Appropriation and/or Extension.** This Agreement may be extended at the option of the City, provided that funds are allocated by the Council of the City and the extension of the

Agreement facilitates continuity of services provided herein. This Agreement may be extended by the City on an annual basis for no longer than four (4) one-year periods.

ARTICLE VII - TERMINATION OR SUSPENSION

- A.** The terms of the Agreement shall be binding upon the Parties until the services has been completed and accepted by the Owner and all payments required to be made to the Consultant have been made. This Agreement may be terminated in writing under any or all of the following conditions:
1. By mutual agreement and consent of the Parties;
 2. By the Owner upon the completion of any Phase;
 3. By the Owner due to the departure for whatever reason of any principal member or members of the Consultant's firm;
 4. By the Owner for convenience by giving the Consultant written notice of said intention to terminate at least thirty (30) days prior to the date of termination; or
 5. By the Owner for cause, effective immediately upon sending written notice to the Consultant. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.
- B.** Upon termination, the Consultant shall deliver to the Owner all plans and records of Work compiled up to the date of termination and the Owner shall pay in full for Work accomplished up to the date of termination, including any retained percentage earned to date.
- C.** Failure of the Consultant to provide the services to be performed during the Scope Phase, the Schematic Design Phase, or the Design Development Phase within the times stipulated will be deemed as a breach of this Agreement and will subject this Agreement to cancellation by the Owner upon Consultant's receipt of seven (7) days written notice. The Owner will not be liable to the Consultant for payment on any phase of work that has not been completed and delivered to the Owner prior to the Agreement being canceled.
- D.** Upon termination of this Agreement, the Owner shall be free to use any or all plans,

project manuals, or documents, for which compensation has been paid in full, as it desires without further additional compensation to the Consultant. The Consultant shall not be liable for any re-use of plans, designs, specifications, or other construction documents by the Owner if the Consultant is not involved in the re-use project.

- E. Should this Agreement be terminated for any reason other than satisfactory completion of all services and obligations described herein, neither party shall be obligated to fulfill any remaining provisions of this Agreement at any future date.
- F. In the event of termination by the Owner due to failure of the Consultant to perform satisfactorily, the Consultant shall receive no additional compensation beyond that already due and any Work done shall become the property of the Owner.
- G. In the event of the death of any of the principals of the corporation or loss of any key employees engaged in the rendering of design services for this project, the Consultant shall provide the Owner with evidence of Consultant's ability to continue to render unimpaired design services both as to quality and required schedule for completion.
- H. The Consultant shall not suspend services at any time under the Agreement unless directed in writing by the Owner or as agreed upon by the Consultant and the Owner. Suspension of services shall be grounds for termination.
- I. Should the project be reactivated, the new base fixed fee will be computed on the basis of a revised construction budget. The new base fixed fee may be reduced, based on previous fees paid, but in no case shall the new base fixed fee be reduced by more than the fees paid prior to the termination or suspension.

ARTICLE VIII - RECORDS RETENTION AND ACCESS

- A. The Consultant will grant the City, the State of Louisiana, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representative(s) access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- B. The Consultant will retain all required records for three years after the State of Louisiana or the City makes final payments and all other pending matters related to the Agreement are closed.

ARTICLE IX - OWNERSHIP OF DOCUMENTS

A full set of final Bid Documents and CD of layouts and flow charts shall be the property of the Owner and shall be delivered to the Owner upon completion of the Project. Upon final payment, all data collected and all products of work prepared, created or modified by Consultant in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or

other such material, regardless of form and whether finished or unfinished, but excluding the Consultant's personnel and administrative records and any tools, systems, and information used by the Consultant to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of City and the City will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the Consultant's consent and for no additional consideration to the Consultant. Any re-use of the documents by the Owner will be in accordance with as the laws of the State of Louisiana.

ARTICLE X - INDEMNIFICATION

A. To the fullest extent permitted by law, the Consultant will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Consultant, its agents, subcontractors, or employees while engaged in or in connection with the discharge or performance of any work under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Consultant in connection with the performance of work under this Agreement.

B. Limitation. The Consultant's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Consultant nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

C. Independent Duty. The Consultant has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Consultant is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, the Consultant shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

ARTICLE XI - INSURANCE

A. Except as otherwise noted, at all times during this Contract or the performance of work required by this Contract, the Consultant will maintain the following insurance in full force and

effect for the duration of the work under this Contract. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Consultant's obligations and/or scope of work under the Contract.

B. If the Consultant maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City:

1. **Minimum Requirements:**

- a. *Workers' Compensation & Employers Liability.* Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$1,000,000.
- b. *Commercial General Liability.* Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, products/completed operations, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate.
- c. *Automobile Liability.* Insurance with a combined single limit of liability of not less than \$1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.
- d. *Professional (Errors & Omission) Liability.*
 - i. As professional services are required under the contract, insurance appropriate to the Consultants profession with limits of liability of not less than \$2,000,000 per occurrence or claim / \$2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement.
 - ii. Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Consultant must procure and evidence full extended reporting period (ERP) coverage.
- e. *Umbrella Liability (Where applicable).* Umbrella/Excess policies must "Follow form" of the underlying policies and scheduling.

2. **General Provision and Requirements.**

- a. Consultants shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage
- b. The obligations for the Consultant to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Consultant from any liability incurred as a result of their activities/operations in conjunction with the Consultants obligations and/or Scope of Work. Consultant shall be responsible for any losses, expenses, damages, claims and/or suits and cost of any kind which exceed the Consultants limits of liability

that arise from the performance of work under the Contract.

3. **Certificates of Insurance Additional Insured Status:**

- a. The Consultant and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as "Additional Insureds" on the CGL and AL policies with respect to liability arising out of the performance of this Contract.
- b. Additional Insured status can be provided in the form of an endorsement to the Consultants insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans - Risk Manager as Certificate Holder and be delivered via U.S. Mail to (User Department Mailing Address), with a copy forwarded to 1300 Period Street, Attn: Risk Management, Suite 9E06 – City Hall, New Orleans LA 70112.
- c. Consultant shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Subcontractors' liability shall be covered by the Consultant.
- d. The Additional Insured box shall be marked "Y" or Commercial General Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers and Liability.

C. **General Requirements:**

1. **Primary Coverage.**

- a. For any claims, liability, demands and/or suits related to this contract or Consultant's performance and furnishing or the work, whether it is performed by the Consultant, and Sub-contractor, partner, supplier or by anyone directly or indirectly employed by any of them to perform or furnish any of the work. Consultants' insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Consultants coverage. At no time shall the Consultant allow any Sub-contractor to perform work without the required types and limits of required insurance coverage.
- b. The carriers/companies issuing the policies of insurance shall not have any recourse against the City for payment of any premiums, deductibles, and retentions or for assessments under any form of policy. These shall be borne by and be the sole responsibility of the Consultant.

2. **Claims Made Policies (If applicable)** - The retroactive date must be shown and must be before the date of the Contract or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Consultant must purchase "extended reporting" coverage for minimum of 3 years after the termination of this Contract.

3. **Waiver of Subrogation** - The Consultant and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this Contract.
4. **Notice of Cancellation** - Each insurance policy shall not be canceled, expire, or altered except without prior notice to the City of no less than 30 days.
5. **Acceptability of Insurers.**
 - a. Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.
 - b. If the City has any objection to the coverage afforded by or any other provisions of the insurance required to be purchased and maintained by the Consultant in accordance with the insurance requirements, the City shall notify the Consultant in writing within thirty (30) days after receipt of the Certificates. The Consultant shall provide a written response to the objection within ten (10) days from the date of the notice.
 - c. Upon failure of the Consultant or their sub-contractor to purchase, furnish, deliver, or maintain such insurance as provided herein, the Contract, at the discretion of the City may be forthwith declared suspended, discontinued, or terminated. Failure of the Consultant to purchase and maintain insurance shall not relieve the Consultant from any liability under the Contract, nor shall the insurance requirements be constructed to conflict with the obligations of the Consultant concerning indemnification.
6. **Notice** - The Consultant will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CEA) the following documents, within 10 calendar days of the City's request - Copies of all policies of insurance, including all policies, forms, and endorsements.

D. **Miscellaneous:** Without notice from the City, the Consultant will:

1. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Contract.
2. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Contract is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Contract.

E. **Special Risks or Circumstances:**

1. The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

ARTICLE XII – COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

The Consultant shall comply with applicable federal, state, and local laws and ordinances, as shall all others employed by the Consultant in carrying out the provisions of this Agreement. As

applicable, the Consultant will also comply with the following, each incorporated herein by reference:

- A. 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);
- B. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3);
- C. 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);
- D. 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. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
- F. Mandatory standards and policies relating to the 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, 89 Stat. 871);
- G. Unless duly suspended or revoked, the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5); and

All provisions of the Code of the City of New Orleans and Chapter 2, Article XIII, Section 2-1120, as adopted by City Ordinance No. 22,888 M.C.S. (relative to the operations and the authority of the City Inspector General).

ARTICLE XIII - NON-SOLICITATION STATEMENT

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure the subject contract and that it has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

ARTICLE XIV - SUBCONSULTANTS

The City may require information regarding ownership interests in the subconsultant prior to approval of the subconsultant's retention. The Consultant shall incorporate by reference in all subcontracts the provisions of this Article and shall require all subconsultants to comply with such provisions. The Consultant's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

ARTICLE XV - NON-DISCRIMINATION

A. **Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, the Consultant (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Consultant's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. **Non-Discrimination.** In the performance of this Agreement, the Consultant will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Consultant in any of Consultant's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Consultant. The Consultant agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. **Incorporation into Subcontracts.** The Consultant will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. The City may terminate this Agreement for cause if the Consultant fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE XVI - INDEPENDENT CONTRACTOR

A. **Independent Contractor Status.** The Consultant is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. **Exclusion of Worker's Compensation Coverage.** The City will not be liable to the Consultant, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Consultant will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. **Exclusion of Unemployment Compensation Coverage.** The Consultant, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La.

R.S. 23:1472(E) and neither the Consultant nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Consultant has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the Consultant are outside the normal course and scope of the City's usual business; and (c) the Consultant has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. The Consultant, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE XVII - CONFLICT OF INTEREST

In the interest of ensuring that efforts of the Consultant do not conflict with the interests of the City, and in recognition of the Consultant's responsibility to the City, the Consultant agrees to decline any offer of employment if its independent work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Consultant. It is incumbent upon the Consultant to notify the City and provide full disclosure of the possible effects of such employment on the Consultant's independent work in behalf of the City. Final decision on any disputed offers of other employment for the Consultant shall rest with the City Attorney.

ARTICLE XVIII - REQUEST FOR INFORMATION

All requests for information from individuals and agencies or any media outlet should be directed to the City's designated Project Manager who will refer them to the Mayor's Office of Communications.

ARTICLE XIX - ASSIGNABILITY

The Consultant shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of the City.

ARTICLE XX - JURISDICTION

The Consultant hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the Consultant.

ARTICLE XXI - CHOICE OF LAW

This agreement shall be construed and enforced according to the laws of the State of Louisiana, excepting its conflict of laws provisions.

ARTICLE XXII - AUDIT AND INSPECTION

- A. The Consultant will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of the Consultant, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Consultant's office or place of business in Louisiana. If no such location is available, the Consultant will make the documents available at a time and location that is convenient for the City.
- B. The Consultant will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Consultant to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. The Consultant agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

ARTICLE XXIII - DISADVANTAGED BUSINESS ENTERPRISE PROGRAM ("DBE")

A. **In General.** The Consultant agrees to abide by the City Code sections 70-496, *et seq.*, to use its best efforts to carry out all applicable requirements of the City's DBE Program for the administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder. The City's Office of Supplier Diversity ("OSD") oversees the DBE Program and assigns a DBE Compliance Officer ("DBECO") to ensure compliance.

B. **Monitoring.** To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor the Consultant's use of DBE subcontractors/suppliers ("DBE Entities") through the following actions:

1. Job site visits;
2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;
3. Routine audits of contract payments to all subcontractors;
4. Reviewing of records and reports; and/or
5. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Consultant or DBE Entities.

C. **Cooperation.** The Consultant shall:

1. Designate an individual as the “DBE Liaison” who will monitor the Consultant’s DBE participation as well as document and maintain records of “Good Faith Efforts” with DBE Entities.
2. Execute written contracts with DBE Entities that meet the applicable DBE goals.
 - a. The Consultant shall provide the DBECO with copies of said contracts within 30 days from the date this Agreement is fully executed between the City and the Consultant.
 - b. The Consultant shall agree to promptly pay subcontractors, including DBE Entities, in accordance with law.
3. Establish and maintain the following records for review upon request by the OSD:
 - a. Copies of written contracts with DBE Entities and purchase orders;
 - b. Documentation of payments and other transactions with DBE Entities;
 - c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of “Post-Award Good Faith Efforts” for each certified firm that the Consultant does not use in accordance with the approved DBE participation submission;
 - d. Any other records required by the OSD.

The Consultant is required to maintain such records for 3 years after completion or closeout of this Agreement. Such records are necessary to determine compliance with their DBE obligations.

4. Post monthly payments and submit regular reports to the DBECO as required via the online “Contract Compliance Monitoring System” or other means approved by the OSD.
 - a. The Consultant shall submit the initial report outlining DBE participation within 30 days from the date of notice to proceed (or equivalent document) issued by the City to the Consultant. Thereafter, “DBE Utilization” reports shall be due on or before the fifteenth day of each month until all DBE subcontracting work is completed.
 - b. Reports are required even when no activity has occurred in a monthly period.
 - c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.
 - d. The Consultant may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee and amount of transfer to verify payment information as indicated on the form.

5. Conform to the established percentage as approved by the OSD.
 - a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.
 - b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.
 - c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

D. Post-Award Modification. The OSD may grant a post-award modification request if:

- a. for a reason beyond the Consultant's control, the Consultant is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Consultant must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form -1 is unable to perform the specified work. In such case, the Consultant shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement; or
- b. the Consultant reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Consultant shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

ARTICLE XXIV - LIVING WAGES

A. Definitions. Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. Compliance. To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and

3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. **Living Wage.** In accordance with the Living Wage Ordinance, Living Wage shall be as follows:

1. \$11.19 per hour for any work performed on or before December 31, 2021;
2. \$13.25 per hour for any work performed on or before December 31, 2022;
3. \$15.00 per hour for any work performed on or before December 31, 2023;
and
4. \$15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.

D. **Adjusted Living Wage.** In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

A. **Subcontract Requirements.** As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance (“**Article**”). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

B. **Reporting.** On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

C. **Compliance Monitoring.** Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the “**OWD**”) and/or the Chief Administrative Office (“**CAO**”). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor

will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

D. Remedies. If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

ARTICLE XXV CONVICTED FELON STATEMENT

The Consultant swears that it complies with Section 2-8 (c) of the Code of the City of New Orleans. No Consultant principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

ARTICLE XXVI - OWNERSHIP INTEREST DISCLOSURE

The Consultant shall provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Consultant and stating that no other person holds an ownership interest in the Consultant via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Consultant fails to submit the required affidavits, the City may, after thirty (30) days' written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

ARTICLE XXVII - SUBCONSULTANT REPORTING

The Consultant shall provide a list of persons, natural or artificial, who are retained by the Consultant at the time of the Agreement's execution and who are expected to perform work as sub consultants in connection with the Consultant's work for the City. In regard to any sub consultant proposed to be retained by the Consultant to perform work on the Agreement with the City, the Consultant must provide notice to the City within (30) days of the retaining said sub consultant. If the Consultant fails to submit the required lists and notices, the City may, after thirty (30) days' written notice to the Consultant, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

ARTICLE XXIII - EMPLOYEE VERIFICATION

The Consultant swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all sub consultants to submit to the Consultant a sworn affidavit verifying compliance with items (i) and (ii) above. The Consultant acknowledges and agrees that any violation of the provisions of this paragraph may subject this Agreement to cancellation, and may further result in the Consultant being ineligible for any public contract for a period of three years from the date the violation is discovered. The Consultant further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. The Consultant agrees to provide to the City a sworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Agreement.

ARTICLE XXIX - NOTICES

Except as otherwise provided, this Agreement contains no requirements pertaining to reporting, patent rights, copyrights, or rights in data.

ARTICLE XXX - REMEDIES AND SANCTIONS AGAINST DEFAULT

The City retains all rights and recourse under Louisiana Law to enforce this Agreement or recover damages in connection with any Consultant breach or violation hereof.

ARTICLE XXXII - PERFORMANCE MEASURES

A. Factors. The City will measure the performance of the Consultant according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. Failure to Perform. If the Consultant fails to perform according to the Agreement, the City will notify the Consultant. If there is a continued lack of performance after notification, the City may declare the Consultant in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting Consultant for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

ARTICLE XXXIII - NOTICE

A. **In General.** Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

Director
Capital Projects Administration
City of New Orleans
1300 Perdido Street, Suite 6E15
New Orleans, LA 70112

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To the Consultant:

Ms. Dana Nunez Brown
Dana Brown & Associates, Inc.
1836 Valence Street
New Orleans, LA 70115

B. **Effectiveness.** Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. **Notification of Change.** Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XXXIV – FORCE MAJEURE

A. **Event.** An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. **Notice.** To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended

C. **Effect.**

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:
 - a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or
 - b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Contractor and without any further compensation due.
2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE XXXV - ADDITIONAL PROVISIONS

- A. **Modification.** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.
- B. **Conflicting Employment.** To ensure that the Consultant's efforts do not conflict with the City's interests, and in recognition of the Consultant's obligations to the City, the Consultant will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The Consultant will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Consultant's performance of this Agreement. The City will make the final determination whether the Consultant may accept the other employment.
- C. **Construction of Agreement.** Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Consultant on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.
- D. **Entire Agreement.** This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and

contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

- E. **Limitations of the City's Obligations.** The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.
- F. **No Third Party Beneficiaries.** This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.
- G. **Non-Exclusivity.** This Agreement is non-exclusive and the Consultant may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.
- H. **Non-Waiver.** The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.
- I. **Prohibition on Political Activity.** None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.
- J. **Cost Recovery.** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Consultant shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Consultant fails to meet its contractual obligations.
- K. **Remedies Cumulative.** No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.
- L. **Severability.** Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.
- M. **Compliance with City's Hiring Requirements - Ban the Box.**
 - i. The Consultant agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Consultant

must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.

- ii. Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Consultant notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Consultant remains noncompliant, the City may move to suspend payments to Consultant, void the Agreement, or take any such legal action permitted by law or this Agreement.
 - iii. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect.
 - iv. The Consultant will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.
- N. **Survival of Certain Provisions.** All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.
- O. **Terms Binding.** The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.
- P. **City's Right to Approve Personnel.** The City reserves the right to approve or reasonable disapprove all engineers, workers, and other field personnel assigned to the Project.

ARTICLE XXXVI - EXHIBITS

The following exhibits will be and are incorporated into this Agreement:

EXHIBIT "A" - SCOPE OF PROJECT

EXHIBIT "B" - SCHEMATIC DESIGN CHECKLIST

EXHIBIT "C" - DESIGN DEVELOPMENT PHASE CHECKLIST

EXHIBIT "D" - CONSTRUCTION DOCUMENT CHECKLIST

ARTICLE XXXVII - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

IN WITNESS WHEREOF, the City and the Consultant, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 20th of October, 2022

FORM AND LEGALITY APPROVED:
Law Department

By: 
Printed Name: Tracy Miller

DANA BROWN & ASSOCIATES, INC.

BY: 
DANA NUNEZ BROWN, PRESIDENT & MANAGING PRINCIPAL


FEDERAL TAX I.D.

[EXHIBITS A - D CONTAINED ON FOLLOWING PAGES]

EXHIBIT "A" - SCOPE OF PROJECT

Richard Lee Park Improvements

Overview of Services:

New Orleans Recreation Development Commission (NORDC) in conjunction with Project Management through Capital Projects Administration (CPA) wishes to renovate Richard Lee Park located at 2200 Andry Street. This approximately 8 acre NORDC park underwent masterplan development in 2015. Improvements to be designed and constructed in this phase of redevelopment should be based on that 2015 Master Plan, additional community outreach, and available project funding to best meet the needs and desires of the surrounding neighborhood. All former park features which had been in disrepair have been cleared. Consultant is to develop a dynamic multi-functional space for the Lower Ninth Ward community.

Proposed Program:

Design and Construction Administration of the redevelopment of the existing Richard Lee Park shall include, but not be limited to, passive and active fields, picnic pavilions, concession and restroom building, walking trails, storm water retention features, and other miscellaneous park amenities. Appropriate site lighting and secured fencing will be required as part of the new facility. In addition to the proposed master plan improvements, outdoor fitness equipment and/or interactive play equipment is being considered as part of this redevelopment. Design considerations should address supplementing, while not necessarily duplicating, other nearby NORDC recreation facilities. New site infrastructure, including electrical and plumbing lines, will be needed in order support new park functions. Existing sewer, water, and electrical, as well as all topographical information required to meet City of New Orleans stormwater management requirements, should be confirmed with an updated site survey. Consultant is expected to assist CPA and NORDC with any community outreach meetings which are deemed necessary to ensure the needs of the public are being met. All facilities must meet ADA, City, State, and any other code requirements including City of New Orleans stormwater management regulations.

Scope of Services:

The Consultant shall provide a design scope services that will include:

- A. Scoping/Programming Phase;
- B. Schematic Design Phase;
- C. Design Development Phase;
- D. Construction Document Phase;
- E. Bid and Award Phase;
- F. Construction Phase (CA Services); and
- G. Project Close-out.

EXHIBIT “B” SCHEMATIC DESIGN CHECKLIST

General Objectives of Phase

- ☐ Drawings and other documents indicating the scale and relationships of Project components in conformance with program
- ☐ Building areas and volumes demarcated
- ☐ Project images / renderings clearly depicting design intent
- ☐ Representative plan element(s) graphically complete
- ☐ Structural grid and representative exterior modules fixed
- ☐ Small scale building elevations graphically complete for typical areas
- ☐ Representative wall section graphically developed at a larger scale
- ☐ Structural and MEP/FP systems defined
- ☐ Project performance criteria established
- ☐ Schematic Design estimate of the cost of work

DELIVERABLES FOR PHASE

Drawings

- ☐ In general drawings indicate the scale and relationship of Project components
- ☐ All plans have spaces generally defined
- ☐ Representative area plans generally graphically fixed
- ☐ Full building elevations generally graphically fixed for typical areas
- ☐ Representative wall sections drawn
- ☐ Typical floor elevator and stair plans with preliminary sections (if applicable)
- ☐ Representative area partition types defined
- ☐ Preliminary Civil and Landscape drawings
- ☐ Structural plans, foundation defined, columns sized and located, lateral design defined
- ☐ MEP/FP systems defined, major mechanical spaces fixed in plans, representative plan area coordinated, initial riser diagrams

Project Manual

- ☐ General statement of purpose of Schematic Design Package
- ☐ Project description
- ☐ Outline Specifications including general description of systems and finishes sufficient to meet the General Objectives of Phase
- ☐ Project criteria established
- ☐ Attachments and additional information as project requires

EXHIBIT "C" DESIGN DEVELOPMENT PHASE CHECKLIST

General Objectives of Phase

- ☐ Drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate
- ☐ Stormwater management features and maintenance plan
- ☐ Building areas and volumes fixed
- ☐ Predominate production phase expanding upon representative work of Schematic Design
- ☐ Foundation or Superstructure permit if called for in the agreement
- ☐ Primary consultant coordination effort well underway
- ☐ Specialty consultant coordination begun
- ☐ Draft of Project Manual
- ☐ Initial GMP pricing and/or select early bid package
- ☐ Project performance criteria refined/confirmed
- ☐ Updated cost estimate.

DELIVERABLES FOR PHASE

Drawings

- ☐ Civil plans, landscape plans and architectural site plans are generally complete
- ☐ Plans generally complete
- ☐ Reflected ceiling plans of typical areas drawn and coordinated
- ☐ Partial elevations drawn with dimensions, notes and sections referenced
- ☐ Typical wall sections drawn
- ☐ Representative larger scale section details drawn
- ☐ Majority of partition types drawn
- ☐ Door and room finish schedules for typical areas complete
- ☐ Structural plans generally complete; columns, beams, slabs, lateral design elements scheduled and detailed
- ☐ MEP/FP plans generally complete, equipment scheduled, riser diagrams generally complete
- ☐ All other specialty consultants' plans generally complete, equipment scheduled (if applicable), riser diagrams (if applicable) generally complete
- ☐ Coordination is well underway

Project Manual

- ☐ General statement of purpose of Design Development Package
- ☐ Outline Specification expanded or edited down as draft full sections are included
- ☐ Draft of select full specification sections
- ☐ GMP or early bid packages - the following sections may be required for preliminary bidding; 1) foundation system, 2) structure, 3) major building envelope systems, and 4) elevators.

EXHIBIT “D” CONSTRUCTION DOCUMENT CHECKLIST

The checklist is intended as a guideline to assist the Design Team to develop a comprehensive and coordinated set of construction documents. The checklist should not be considered to be all-inclusive. It is the responsibility of the Consultant to provide all information as necessary and required for a complete and fully operational project.

General Information

- ☐ A key plan, when necessary to identify areas of the floor plan when the plan is separated.
- ☐ Drawing sheets should be of a size appropriate to efficiently accommodate the necessary drawing information and minimize white space.
- ☐ Main floor plans for all disciplines are to be at the same scale and oriented in the same direction. North should be oriented to the top of the page unless the size of the plan is too large. North to the right sheet edge is the alternative.
- ☐ Title blocks should follow the example of the Standard Title Block Form 112.
- ☐ Provide legends for abbreviations, materials and symbols.
- ☐ Titles on the drawings and on the specifications shall exactly match the title on the Project Number/Data Request.
- ☐ Each technical drawing sheet shall be sealed, signed, and dated by the responsible design professional.

Cover Sheet

- ☐ Project title and project number
- ☐ Owner/state agency name.
- ☐ Building name and number.
- ☐ Project location.
- ☐ DCC's street address, telephone number and fax number.
- ☐ Project architect/engineer's name, street address, telephone number, and fax number.
- ☐ Primary consultants' names and disciplines.
- ☐ Drawing sheet index.
- ☐ Vicinity and/or campus maps.
- ☐ A title block that matches the title block on the other drawings should appear on the cover sheet.

Site Plans

- ☐ Site plan(s) shall be drawn to a scale not smaller than 1" = 50'-0" and provide a graphic scale.
- ☐ Survey information.
- ☐ Clearly differentiate new features from existing.
- ☐ Sidewalks, including dimensions.
- ☐ Driveways including dimensions, curbs, directional graphics and signage.
- ☐ Parking areas, including dimensions, curbs, striping, area lighting, bollards, parking bumpers and signage.
- ☐ Curb cuts, ramps and stairs including dimensions.
- ☐ Building floor elevations shall be noted as both the actual elevation and the referenced elevation.

- ☐ Contours of existing and finish grades shall be shown at 1'-0" intervals, include spot elevations where needed.
- ☐ All horizontal control dimensions.
- ☐ Drainage.
- ☐ Landscaping.
- ☐ Final grade elevations at all corners of the building and at such points as building entrances, landings, walks and drives.
- ☐ Structures to be demolished.
- ☐ Site utility information may be combined with other site plan information if it can be clearly represented without distortion of other site information. Otherwise provide site utility information separately.
- ☐ Existing utilities to be removed or abandoned.
- ☐ Construction limits and staging area.
- ☐ Contractor access and parking.
- ☐ When applicable, indicate protected temporary egress through the site construction area.

ARCHITECTURAL

Floor Plans

- ☐ Where entire plan of the building or complex cannot be shown on one sheet at $1/8" = 1'-0"$, a separate drawing shall be prepared to show the overall dimensions, arrangements and relationships of the various components of the project. A key plan shall appear with each of the working drawing plans to designate the section of the project to which each component relates.
- ☐ Complete dimensions to allow for constructability.
- ☐ Orientation, room titles and room numbers for all areas on each floor of the building.
- ☐ Key symbols for sections, door and window designations, elevations and details shall include section designations, sheet reference.
- ☐ Where floor elevations differ, the elevation of each shall be noted.
- ☐ Floor material transitions.
- ☐ Plan dimensions shall be to one face of masonry, one face of wood framing and to center line of metal framing members, rather than to finish materials.
- ☐ Elements and components which must be coordinated among architectural, structural, mechanical and electrical plans shall be shown and referenced where they affect the work of the other trades.
- ☐ Enlarged plans shall be drawn minimally at $1/4" = 1'-0"$ for congested areas, stairs, elevators, toilet rooms and areas in which location of equipment is critical.
- ☐ Indicate plumbing fixtures and other fixed equipment.
- ☐ Provide structural grid reference when applicable.

Reflected Ceiling Plans

- ☐ Reflected ceiling plans shall be drawn at the same scale as the architectural floor plans.
- ☐ Identify all typical and special ceiling materials and conditions.
- ☐ Identify all ceiling materials, wall faces and profiles, exposed beams and other construction.

- ☐ Locate clouds, light fixtures, diffusers, grilles, and access panels. Coordinate location of speakers, sprinkler heads, smoke detectors, ceiling fans, and all other items with the ceilings.
- ☐ Locate skylights, drapery pockets and tracks, trim around columns, borders, trim cornices and control joints; coves, ceiling heights, bulkheads, soffits, beams and structural supports.
- ☐ Give dimensions when specific ceiling layout is required.

Roof Plans

- ☐ Roof plans drawn at a scale to show roofing information but shall not be smaller than 1/16" = 1' - 0".
- ☐ Coordinate roof plan information among all disciplines.
- ☐ Identify all materials such as saddles, crickets, valleys, ridges and any change in elevations or slope.
- ☐ Locate roof drains, overflow drains and scuppers.
- ☐ Locate gutters and downspouts.
- ☐ Note penetrations through the roof such as skylights, exhaust fans, plumbing vents and roof hatches.
- ☐ Identify roof mounted mechanical equipment, communications equipment and location of ladders.
- ☐ Note changes of roof elevations.
- ☐ Note slopes or other significant conditions.
Built-up roofs shall have a slope of not less than 1/8" per foot.
- ☐ Indicate locations of insulation vents if required.
- ☐ Identify section and detail location(s).
- ☐ For "flat" roofs, show the direction of slope of tapered insulation.

Building Elevations

- ☐ Draw building elevations at the same scale as the plans, but not less than 1/16" = 1'-0".
- ☐ Indicate elevation of below grade, areaways, tunnels, etc.
- ☐ Indicate elevation of floors, roof and structural bearing other significant points.
- ☐ Identify all exterior wall materials.
- ☐ Locate doors, windows, control joints and expansion joints.
- ☐ Identify section and detail references.
- ☐ Show light fixtures, louvers and other mechanical and electrical devices that appear on the exterior.
- ☐ Show scuppers, gutters and downspouts.

Interior Elevations

- ☐ Enlarged elevations of restrooms to shall indicate mounting heights of toilet fixtures and accessories, including items required for accessibility.
- ☐ Interior elevations of cabinetry, counters, shelving and casework, including items required for accessibility.
- ☐ Elevations of other areas that have special features or require additional detail
- ☐ Indicate material, finishes and other special features.

Building Sections

- ☐ Building sections drawn at the same scale as the building elevations.
- ☐ Elevations of footing/grade beam bearing, pier caps, floors, roofs and other significant structural points.
- ☐ Show sections through stairs and elevators.
- ☐ Show any special conditions.
- ☐ Show interior room elevations and room identification.
- ☐ Show stairs, corridors, chases, and plenum areas.
- ☐ Show floor, ceiling and roof planes.
- ☐ Where a fire rated design is required, reference a recognized testing agency, trade association or applicable building code for floor/ceiling and roof/ceiling assemblies.

Wall Sections

- ☐ Wall sections drawn at a scale large enough to show building components in detail.
- ☐ Show typical and special wall construction.
- ☐ Elevations of footing/grade beam bearing, floors and other significant structural points.
- ☐ Detail wall construction, construction details at floor and roof systems.
- ☐ Details at doors, windows and wall penetrations.
- ☐ Elevations of footing/grade beam bearing, pier caps, floors, roof and other significant structural points.
- ☐ Reference enlarged details.
- ☐ Indicate fire-resistive rating when applicable.

Details

- ☐ Detail accessibility information.
- ☐ Details shall be drawn at scales large enough to show specific conditions, components and organization of construction.
- ☐ Typical and special window heads, jambs, sills and mullions.
- ☐ Typical and special door heads, jambs, sills and transoms.
- ☐ All exterior door details shall include sill details showing the threshold in relation to the floor and foundation wall.
- ☐ Spandrel detail, parapets, cornices and overhangs.
- ☐ Special construction conditions and architectural features.
- ☐ Cabinets, shelves, racks, wardrobes, chalkboards and special equipment.
- ☐ Typical and special trim.
- ☐ Show stair risers, treads, landings, newels, handrails, guardrails and dimensions of all components.
- ☐ Show details of ramps including landings, handrails, guardrails, dimension all components and indicate the slope of the ramps required for accessibility.
- ☐ At elevators detail shaft construction and hoist way openings.
- ☐ Show all roof details at typical and special conditions.
- ☐ Indicate fire stopping details and fire resistive details. Where a fire rated design is required, reference a recognized testing agency, trade association or applicable building code.

Architectural Schedules

- ☐ The door schedule shall indicate door size, type, frame type, hardware set, detail references,

- fire ratings and notes.
- ☐ The window schedule shall include glass and frame type, detail references, fire ratings and notes.
- ☐ The finish schedule shall minimally include room names and numbers, floor, ceiling, wall and base materials, ceiling heights and notes.
- ☐ The partition type schedule shall be presented either graphically or in written format. Where a fire rated design is required, reference a recognized testing agency, trade association or applicable building code.

STRUCTURAL

- ☐ Drawings shall contain all dimensions and details necessary to layout and construct the building.
- ☐ Identify the building code used for design.
- ☐ Details shall identify all typical and special conditions that occur in all components of the structure.
- ☐ The foundation plans shall be drawn at the same scale as the architectural floor plans.
- ☐ Provide large-scale details, sections, schedules and notations to indicate the size, shape, materials, reinforcing and elevations of footings, piers, grade beams and walls and footing drain system.
- ☐ Foundation plans may be combined with slab on grade and basement plans if clarity is maintained.
- ☐ Framing plans shall be drawn at the same scale as the architectural plans.
- ☐ Schedules shall identify material, size, shape of member and identifying mark.
- ☐ Note the design live loads used in the preparation of the structural members.
- ☐ Show column grid lines and verify that the locations match the architectural floor plans.
- ☐ Identify loading including, floor / roof live loads, snow loads and dead loads.
- ☐ Identify species and grade of wood in wood construction.
- ☐ Indicate basic wind speed (3-second gust), miles per hour and wind exposure per applicable code.
- ☐ Indicate seismic design category and site class and the following:
 - ☐ Seismic importance factor and occupancy category.
 - ☐ Mapped spectral response accelerations.
 - ☐ Site Class
 - ☐ Spectral response coefficients
 - ☐ Seismic design category
 - ☐ Basic seismic-force resisting systems
 - ☐ Design base shear
 - ☐ Seismic response coefficients
 - ☐ Response modification factors
 - ☐ Analysis procedure used.

ENGINEERING

MEP plans should be separate HVAC, plumbing and electrical plans with the exception of small projects at the discretion of the Owner. All MEP plans shall be drawn to the same scale and orientation as the architectural plans.

Utilities Site Plan

- ☐ A utilities site plan shall be provided unless this data is included on the architectural site plan. Indicate surface features such as buildings, drives, parking, sidewalks, trees, etc.
- ☐ Symbols Legend
- ☐ Graphic scale
- ☐ Permanent and temporary utilities and include elevations for each
- ☐ Identify utility crossing points and separation or sleeve requirements
- ☐ Overhead electrical and height of conductors
- ☐ Flow lines and invert information on manholes
- ☐ All fire hydrant locations

Heating, Ventilating and Air Conditioning Plans

- ☐ Symbols Legend
- ☐ Graphic Scale
- ☐ Partitions and room layouts, fire and smoke rated partitions locations
- ☐ Two line ductwork layout including size, pressure class (where pressures exceed typical duct pressures) Single line is acceptable for final run outs to the diffusers or grilles
- ☐ Identify return plenums and locations where exposed combustible materials are prohibited
- ☐ Locations of fire and smoke dampers. Include the F/S damper rating.
- ☐ Duct Smoke detector locations
- ☐ All necessary details, sections, schedules and notes to show the extent of the work
- ☐ Graphically indicate all code required maintenance and clearance areas around equipment
- ☐ Balancing devices such as dampers, balancing valves, thermometers, pressure gauges, instrument-flow fittings and instrument-access panels which are required for balancing
- ☐ HVAC control drawings and schematics, including sequence of operation

Plumbing Plans

- ☐ Symbols Legend
- ☐ Graphic Scale
- ☐ Foundation drains locations & size
- ☐ Sewer line locations & size
- ☐ Water supply piping locations and size
- ☐ Identification of non-potable water systems
- ☐ Plumbing fixtures and equipment
- ☐ Vent piping & sizing and Vent to Roof locations
- ☐ Clean out locations
- ☐ Floor Drains and locations of required indirect drains
- ☐ Sumps and sump discharge piping
- ☐ Sewage disposal system, waste grinders, sewage pumps, etc. (if applicable)
- ☐ Grease traps, oil/water separators including capacity
- ☐ All necessary details, isometric diagrams, schedules and notes to describe fully and clearly all equipment, pipe and fitting types, sizes and materials.
- ☐ All pertinent floor elevations and drain piping flow elevations necessary to determine if proper drain pipe slope is available.
- ☐ Plumbing riser diagrams
- ☐ Roof drainage and overflow system including sizes and discharge locations

- ☐ Gas piping including sizes and pressure
- ☐ Gas meter pressure and any pressure reducing valves required.
- ☐ Unless shown on a utilities site plan, include a plumbing site plan to show the location, type, size and extent of exterior lines, connections and equipment including separation from other utilities and any sleeve requirements.

Electrical Plans

- ☐ Symbols Legend.
- ☐ Graphic Scale
- ☐ Temporary power locations if temporary power is not provided by the contractor.
- ☐ Locations and sizes of all main-feeder and branch circuit conduits.
- ☐ All conductors and sizing.
- ☐ Circuits noted by numbers.
- ☐ Special outlets/receptacles and their voltage amperage ratings.
- ☐ Locations of all GFCI or AFCI devices or circuits.
- ☐ Light fixtures including emergency and exit lighting
- ☐ Light fixture schedules
- ☐ Locations and details of switchboards, panel boards and other electrical equipment
- ☐ Locations and sizes of disconnect motor connections.
- ☐ Show code required exits for electrical rooms with equipment over 1200 Amps
- ☐ Locations, of, speakers, clocks, telephones, security and other special systems.
- ☐ The electrical riser diagrams shall extend to and include all panel boards.
- ☐ Graphically indicate required code clearance areas of electrical equipment.
- ☐ The total building connected load and calculated load demand in kilowatts for new services

Fire Suppression Plans

- ☐ Preliminary Plans
- ☐ Symbols Legend.
- ☐ Graphic scale.
- ☐ Site plan shall show the location, type size and extent of exterior lines, connections to the water supply including valve position indicators/ valve pits etc., include locations of fire hydrants existing and new. (site plan information can be included in the civil drawings)
- ☐ Identify the NFPA 13 edition to which the system is designed and system type and special requirements (i.e.: wet, dry, antifreeze, etc.).
- ☐ Identify occupancy class of the building and any hazardous area classifications.
- ☐ Identify all walls/partitions.
- ☐ Water supply information including test dates and test source to verify adequacy of the water supply. (Full calculations are provided with the shop drawings.)
- ☐ Identify concealed spaces, closets, attics etc. that require sprinklers.
- ☐ Identify enclosures in which no sprinklers are required.
- ☐ Identify known obstructions that affect sprinkler layout. i.e.: soffits, beams pockets, ducts, etc.
- ☐ Piping type, fitting type and joining methods.
- ☐ Fire service entrance riser and main drain locations. Coordinate maintenance and testing access.
- ☐ Sprinkler test stations including provisions for test water removal.

- ☐ Sprinkler piping feed mains and approximate size and location for coordination with building elements and other trades (including drainage provisions.)
- ☐ Sprinkler piping cross mains when necessary for coordination with building elements.
- ☐ Sprinkler head locations when necessary for coordination with specific building elements.
- ☐ Identify any high temperature head locations.
- ☐ Standpipe locations and hose connections.
- ☐ Interconnections with other building systems (fire alarm etc.).
- ☐ Where a new system is connected to an existing system, provide sufficient detail to indicate that the new system is compatible and water supply is adequate for both systems.
- ☐ Final shop drawings shall include all information required by NFPA 13 for Working Plans.

Fire Alarm

- ☐ Symbols Legend.
- ☐ Graphic Scale.
- ☐ Identify NFPA 72 edition to which system is designed.
- ☐ Floor plans shall be drawn to same scale as the architectural plans with room numbers and names indicating the use of all rooms.
- ☐ Locations of alarm-initiating devices including smoke, heat or fire sensing devices
- ☐ Locations of notification appliances including any ADA required devices
- ☐ Location of the Fire Alarm Control Panel and Annunciation Panels (if annunciation panels are required)
- ☐ System monitoring method & location of remote supervising station (i.e. dial up, agency security office, local Fire Dept.).
- ☐ Type of power connection for the system. (including secondary power source i.e.: battery, generator, etc.)
- ☐ Conductor types/wiring methods. (i.e. shielded cable, plenum cable, cable tray, cable in conduit)
- ☐ Details of ceiling height and construction where they are non-standard (i.e.: sloped ceilings, beam pockets, soffits, ceilings over 15ft, etc. Verify this information with the architectural plans.
- ☐ Interlocks with other systems. (i.e.: fire sprinkler, HVAC, security, etc.)

STORMWATER MANAGEMENT

- ☐ Stormwater management features and specifications
- ☐ Maintenance plan for stormwater management features and specifications.

FINAL SPECIFICATION

- ☐ State that specific brands or catalog numbers listed in the specifications are intended only to establish performance, quality, type and physical characteristics.
- ☐ Whenever possible, a minimum of three manufacturers shall be listed as approved equal.
- ☐ Required performance criteria for all materials and assemblies should be included along with installation procedures (unless reference is made to follow manufacturers' procedures), coordination procedures and cleanup methods.

- ☐ Balancing of all air-handling, hydronic and exhaust systems, when applicable, shall be prescribed in the mechanical specification in detail, including contractor requirements.
- ☐ **Special inspections, as required by the applicable building code, shall be included in applicable sections.**
- ☐ All devices such as balancing dampers, splitter dampers, volume extractors, balancing valves, thermometers, pressure gauges, instrument-flow fittings and instant access panels required for balancing shall be specified.
- ☐ The final specifications shall require a minimum of four complete sets of operations and maintenance manuals covering each item of equipment. These manuals shall be bound separately for the mechanical and electrical and any portion, which is under separate contract. The manuals shall include interconnection diagrams for mechanical and electrical equipment, complete schematic wiring diagrams of all electrical and electronic equipment or subsystems or components of mechanical or similar equipment which are adequate for troubleshooting or repair purposes.
- ☐ The final specifications shall require the contractor to provide a minimum of one complete run-through with operating agency of all new and modified equipment and systems. This allows the operating agency personnel to receive "hands-on" experience before the contractor leaves the project.
- ☐ Specification Header shall include the project title, project number, the month & year to match the date on the drawings. Provide a blank line below the header information to separate the header from the technical specification. See sample below.
- ☐ Specification footer shall include the section number and title. Provide a blank line above the footer information to separate the footer from the technical specification. See sample below.