



TINA MICELI  
Mayor

NICOLE S. LEE  
City Clerk/Tax Collector

# City of Harahan

6437 Jefferson Highway  
Harahan, Louisiana 70123  
Phone (504) 737-6383  
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## CITY COUNCIL

TIMOTHY L. BAUDIER  
SUSAN BENTON  
DANA HUETE  
CRAIG JOHNSTON  
CARRIE WHEELER

## **CONTRACT FOR PROFESSIONAL CERTIFIED BUILDING OFFICIAL (CBO) SERVICES**

This contract dated July 10, 2017 is entered into by, through its Mayor, Tina Miceli for The City of Harahan (Client) and Stephen Braquet, Principal Architect for Braquet Design Group Architects + Consultants, LLC. (Building Official / Architect) for the professional services of the City's Building Official.

### **BUILDING OFFICIAL / ARCHITECT SHALL PROVIDE FOR THE CLIENT UNDER THIS AGREEMENT THE FOLLOWING BASIC SERVICES:**

- Review plans submitted to the City of Harahan
- Attend scheduled meetings related to zoning with owners, contractors, etc. on the City of Harahan behalf, document all results of the meeting
- Respond to telephone calls, correspondence relating to the duties of the Building Official
- Sign as the City of Harahan City Building Official
- Attend meetings as requested by the Mayor
- Provide professional guidance to Planning and Zoning Board and Variance Board as applicable to the City of Harahan
- Coordinate with City of Harahan personnel as it relates to building official duties

### **AGREEMENT PERIOD**

This agreement will begin on July 10, 2017 and remain in effect for twelve (12) months. After the period, the agreement may be reviewed and renegotiated for an additional twelve (12) month period. This agreement will remain in effect for the following subsequent year(s) if no notice to dissolve is received within 45 days of renewal.

## **INDEMNITY**

To the extent the Building Official / Architect acting on the behalf of the Client as its Building Official at the direction of the Mayor or her designee. All work will be indemnified that may result from the Architect's good faith actions.

## **TERMINATION**

Either party shall have the right to cancel this Agreement, with or without cause, by giving the other party seven (7) days written notice forwarded to their respective address by certified mail.

## **COMPENSATION**

The Building Official / Architect will provide the services as described in basic services, in accordance with the City of Harahan Policies and Procedures for a monthly fee not to exceed \$4,000.00 per month at \$75.00/hour.

Compensation will be contingent upon invoice submission. Building Official / Architect will submit an itemization of all work performed (Activity Report). Invoices for services shall be submitted to Client for review and approval.

Building Official / Architect agrees that the responsibility for payment of taxes from the funds thus received under this contract shall be the Building Official / Architect's obligation.

Payment for services is due when rendered. Billings become delinquent if not paid within thirty (30) days of the invoice date. If the billings are past due in excess of forty-five (45) days the architect reserves the right to discontinue services until the outstanding invoices are brought current, or withdraw from this agreement. The City of Harahan acknowledges and agrees that the architect is not required to continue to work in the event of their failure to pay on a timely basis for services rendered as required by the agreement.

## **REIMBURSABLE EXPENSES**

City approved reimbursable expenses related to continuing education, certifications, licenses, etc. and associated cost will be invoiced to the city at the direct cost. Client to pay invoice upon successful completion with provided documentation.

If Building Official / Architect or Client terminate contract within 3 months of completion, reimbursable expenses will be deducted from final pay.

**PROPERTY**

All records, reports, documents and other material delivered or transmitted to Building Official / Architect by the Client shall remain the property of the Client, and shall be returned to the Client, at Building Official / Architect's expense, at termination or expiration of the contract. All records, reports, documents or other material related to this contract and/or obtained or prepared by Building Official / Architect in connection with the performance of their services contracted for herein shall become the property of the Client, and shall, upon request, be returned to the Client at Building Official / Architect's expense, at termination or expiration of this contract.

**CONFIDENTIALITY**

During the course of this engagement we may have access to proprietary information of the Client, including, without limitations, oral and written information and material concerning or pertaining to the Client's trade secrets, business methods, plans and/or projects. We acknowledge that such information, regardless of its form, is confidential and proprietary to the Client, and that we shall not use, copy or disclose the information in whole or in part in any manner or to any person or entity without the express prior written consent of the Mayor, unless required by law. All original documentation will be retained by the Client. The Client is responsible for retaining and protecting them for possible future use, including potential examination by any government or regulatory agencies.

CLIENT



NAME: Tina Miceli

TITLE: Mayor

DATE: 7/10/17

City of Harahan  
6437 Jefferson Highway  
Harahan, LA 70123

BUILDING OFFICIAL / ARCHITECT



NAME: Stephen R. Braquet, AIA

TITLE: Principal Architect

DATE: 7/10/17

Braquet Design Group  
Architects + Consultants, LLC.  
43 Rosedown Drive  
Destrehan, LA 70047