

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER**

THIS IS AN AGREEMENT made as of SEPTEMBER 7, 2017, between the City of Harahan (“OWNER”) and AIMS Group, Inc. (“ENGINEER”).

OWNER intends to employ ENGINEER for **Professional Services – Roadway Improvements and Repairs** (the “Project”).

The Project includes the design and preparation of Bid Document Packages for Public Bid in accordance with Louisiana Public Bid Laws. The scope of work includes development of proposed elevations to ensure proper surface drainage to existing drain locations. The work includes cold mill and asphalt concrete overlay of the roadway and determination of areas of the roadway pavement that require base repair.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance or furnishing of services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER’S written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below. This Agreement will become effective on the date first above written.

ARTICLE 1 – SCOPE OF SERVICES

1.1 ENGINEER agrees to perform for OWNER services as described in Exhibit A (hereinafter referred to as “Services”) in accordance with the requirements outlined in this Agreement.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

- 2.1 The specific time period for the performance of ENGINEER’S Services are set forth in Exhibit A.
- 2.2 If the specific periods of time for rendering services or specific dates by which services are to be completed are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance and compensation for ENGINEER’S services shall be adjusted equitably.

ARTICLE 3 – OWNER’S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.
- 3.2 Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 3.3 Provide all criteria and full information as to OWNER's requirements for the Project including as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.4 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and as applicable to the Services, any other data relative to design or construction of the Project, all of which ENGINEER shall be entitled to rely upon.
- 3.5 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time performance or furnishing of ENGINEER's Services or in the work of any Contractor.
- 3.6 Bear all costs incident to compliance with the requirements of this Article 3.

ARTICLE 4 - PAYMENTS TO ENGINEER FOR SERVICES

- 4.1 Methods of Payment for Services of ENGINEER
 - 4.1.1 OWNER shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A.
 - 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. Supporting documentation will include the total hours, rate billed and total cost by individual, time cards, and a daily log of activity for each individual in the billing. Invoices are due and payable on receipt.
 - 4.1.3 If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to Owner, suspend services under the Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that

portion so contested may be withheld from payment, and the undisputed portion will be paid.

Owner agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorney's fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.

ARTICLE 5 – GENERAL CONDITIONS

5.1 Standard of Care

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality.

5.2 Not Used

5.3 Not Used

5.4 Use of Documents

5.4.1 Not Used

5.4.2 OWNER may rely upon that data or information set forth on paper (also known as hard copies) that OWNER receives from the ENGINEER by mail, hand delivery, or facsimile, are the items that the ENGINEER intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by the ENGINEER to the OWNER are furnished only for convenience, not reliance by the OWNER. Any conclusion or information obtained or derived from such electronic files will be at the OWNER's sole risk. In all cases, the original hard copy of the documents takes precedence over the electronic files.

5.4.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the OWNER agrees that it will perform acceptance tests or procedures within 60 days, after which the OWNER shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the ENGINEER.

5.4.4 When transferring documents in electronic media format, the ENGINEER makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the ENGINEER.

5.4.5 OWNER may make and retain copies of documents for information and reference in connection with use on the Project by OWNER. ENGINEER grants OWNER a

license to use the Documents on the Project, extension of the Project and other projects of OWNER, subject to the following limitations: (1) OWNER acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extension of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; (4) such limited license to OWNER shall not create any rights to third parties.

5.4.6 If ENGINEER at OWNER's request verifies or adapts the Documents for extensions of the Project for any other project, then OWNER shall compensate ENGINEER at rates or in an amount to be agreed upon by OWNER and ENGINEER.

5.5 Controlling Law

This Agreement is to be governed by the law of the State of Louisiana.

5.6 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort or warranty) even if the possibility of such damages has been communicated.

5.7 Limitation of Liability

In no event shall ENGINEER's total liability to OWNER and/or any of the OWNER's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or \$50,000, whichever is greater.

5.8 Successors and Assigns

5.8.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.8.2 the assigns of OWNER and

ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.8.2 Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

5.8.3 Unless expressly provided otherwise in this Agreement:

5.8.3.1 Nothing in this Agreement shall be constructed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

5.8.3.2 All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

5.9 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

5.10 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.11 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and if possible, before conditions

are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed or unknown conditions.

5.12 Environmental Site Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and as appropriate, abate, remediate, or remove the Constituents of Concern and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days; notice.

OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances so defined in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

5.13 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, claims or damages because of injury to or destruction of property and from claims for professional liability.

5.14 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

5.15 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action

to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

5.16 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting there from; fires, flood, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other causes which are beyond the reasonable control of ENGINEER. ENGINEER'S scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by OWNER for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

5.17 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision for the remainder of this Agreement.

5.18 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

5.19 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

5.20 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term, "defective" will be used in this Agreement as defined in the Standard General Conditions.

5.21 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by OWNER to ENGINEER shall be only for accounting purposes for OWNER and pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes for the Services performed by ENGINEER under this Agreement.

ARTICLE 6 – DEFINITIONS

6.1 Whenever used in this Agreement, the following terms have the meanings indicated which are applicable to both the singular and the plural.

6.1.1 Services

The services to be performed for or furnished to OWNER BY ENGINEER Described in this Agreement.

6.1.2 Agreement

This Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Article 7.

6.1.3 Constituent of Concern

Any substance, product, waste, or other material of any nature whatsoever (including but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq, (“CERCLA”) [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. (“RCRA”); [d] the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq [e] the Clean Water Act, 33 U.S.C. § 1251 et seq; [f] the Clean Air Act 42 U.S.C. §§ 7401 et seq; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, or material.

6.1.4 Construction Cost

The total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER, Construction Cost does not include ENGINEER’s compensation and expenses, the cost of land, right-of-way, or compensation for or damages to properties, or OWNER’s legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

6.1.5 Documents

As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format,

provided or furnished by ENGINEER to OWNER pursuant to the terms of this Agreement.

6.1.6 Contractor

The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

6.1.7 ENGINEER'S Subcontractor

A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

6.1.8 Reimbursable Expenses

The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit A.

6.1.9 Not used.

6.1.10 Standard General Conditions

The Standard General Conditions of the Construction Contract (No.1910-8) of the Engineers Joint Contract Documents Committee, unless an OWNER specific Standard General Conditions is provided.

6.1.11 Total Project Costs

The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under Article 3.

ARTICLE 7 – EXHIBITS AND SPECIAL PROVISIONS

- 7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A – Engineer's Services, Owner's Responsibilities, Time for Performance, Method of Payment, and Special Provisions

This Agreement (consisting of Pages 1 to 10 inclusive), and the Exhibits identified above constitute the entire Agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, modified, or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

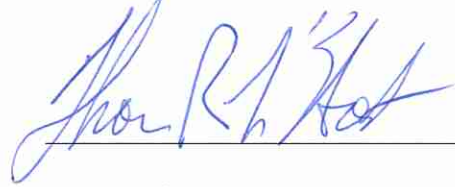


By: Tina Miceli
Title: Mayor

Address for giving notices

City of Harahan
6437 Jefferson Hwy
Harahan, Louisiana 70123

ENGINEER:



By: Thomas R. L'Hoste, P.E.
Title: President

Addresses for giving notices

AIMS Group, Inc.
4421 Zenith Street
Metairie, Louisiana 70001

**EXHIBIT A TO AGREEMENT
BETWEEN
ENGINEER AND OWNER
FOR
PROFESSIONAL SERVICES**

**DESCRIPTION OF ENGINEERING SERVICES AND RELATED MATTERS
for**

**City of Harahan Roadway Repairs
Design, Bidding and Construction Oversight**

The project is to design and prepare a Bid Documents Package for Public Bid in accordance with Louisiana Public Bid Laws. The scope of work includes development of proposed elevations to ensure proper surface drainage to existing drain locations. The work includes cold mill and asphalt concrete overlay of the roadway and determination of areas of the roadway pavement that require base repair.

The roadway typical section shall be in accordance with Jefferson Parish Standards. No geotechnical investigation is being performed for this project and the design shall be based on this fact. No subsurface drainage investigation or subsurface drainage design is included in this work.

Roadway Locations

Prados St.
VFW Blvd.
Kielman St.
Marquette St.
East Ave.

Total length of roadway to be repaired is approximately 1350 linear feet.

Survey Phase

1. Provide topographic survey of surface features within the limits of the project and from the approximate right-of-way line to right-of-way line.
2. Provide surface elevation of catch basins and roadway cross sections at 50 foot intervals and at roadway intersections.
3. No subsurface drainage or utilities will be surveyed.
4. Subsurface utilities shall be located on drawings from information obtained from utility unit maps.

Design & Bidding Phase

1. Prepare detailed construction plans, specifications and contract documents. The plans, specifications and contract documents are to be prepared for the project to be bid in

- accordance with Louisiana Public Bid Laws.
2. Prepare a detailed final estimate of probable construction costs.
 3. Assist the OWNER in obtaining bids, attend bid opening, make tabulation and analysis of bids received, make recommendations and render assistance in award of contracts.
 4. Prepare and distribute all necessary addenda.
 5. The opinion of probable construction costs for the proposed roadway repairs are estimated at \$250,000.00 to \$300,000.00. The City of Harahan currently has \$100,000.00 budgeted for this project. Therefore, the project will be constructed in phases. It will require packaging the design and plan preparation into at least two and possibly three packages. The proposed fee includes the labor and cost for the design and construction phasing.

Construction Phase

1. Prepare formal contract documents for the execution of the construction contract.
2. Provide a competent Project Engineer and such assistants as may be required to administer the construction contract and to observe and inspect the materials and construction procedures at the site of the work as it progresses. This shall not include the furnishing of inspection services but shall include periodic job visits as are necessary.
3. The ENGINEER is not responsible for construction means, methods, techniques, sequences of procedures, as for safety precautions and programs in connection with the work, except as may be expressly indicated in the Plans and Specifications prepared by the ENGINEER.
4. Require and review tests of materials necessary for the project.
5. Determine contract pay quantities, including necessary materials checking.
6. Verify and approve contractor's pay estimates and submit same to the OWNER.
7. Prepare progress reports for the OWNER when requested.
8. Review shop drawings and samples for conformance with the design concept of the project and for compliance with the result required in the contract documents.
9. Perform final inspection and make a recommendation for acceptance.
10. Prepare all necessary documentation required for construction change orders.
11. Site visits during the construction only as necessary to perform the Construction Phase Services described herein.
12. The opinion of probable construction costs for the proposed roadway repairs are estimated at \$250,000.00 to \$300,000.00. The City of Harahan currently has \$100,000.00 budgeted for this project. Therefore, the project will be constructed in phases. It will require packaging the design and plan preparation into at least two and possibly three packages. The proposed fee includes the labor and cost for the design and construction phasing.

Resident Inspection shall not be considered a Service provided within this Scope. Resident Inspection shall be a Supplementary Service.

September 5, 2017

AIMS Group, Inc.
Exhibit A
City of Harahan Roadway Repairs
Page 3 of 3

The total fee for the Scope of Work as described herein:

Surveying Phase: \$11,260.00

Design & Bidding Phase: \$31,500.00

Construction Phase: \$13,500.00

Total Fee: \$56,260.00