



AIA[®] Document B105[™] – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 25 day of April in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Harahan
6437 Jefferson Highway
Harahan, Louisiana 70123

and the Architect:
(Name, legal status, address and other information)

Duplantier & Meric, Architects, L.L.C.
4764 Paris Avenue
New Orleans, Louisiana 70122

for the following Project:
(Name, location and detailed description)

Wind Retrofit Program
City of Harahan

The Owner and Architect agree as follows.

To perform the Design Services for the referenced Wind Retrofit Program, City of Harahan Project No. F01. It is understood that the project will be on an as needed basis per building With various task orders issued for the scope of the work.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

- civil/structural engineering
- mechanical engineering
- electrical engineering

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

The Owner shall pay the Architect as based on the hourly rates addressed in the letter dated April 3, 2018.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the legal rate prevailing at the principal place of business of the Architect.


At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

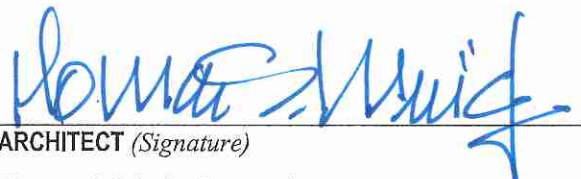
(Paragraph deleted)

It is understood that the work is generally being performed on an as needed basis for each building utilizing a task order type process as indicated in the minutes of the March 20, 2018 meeting. The design time will be addressed per each task order and established based on a reasonable amount of time as agreed to by both parties of the contract.

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



OWNER (Signature)
Tina Miceli Mayor



ARCHITECT (Signature)
Thomas S. Meric, Jr. member

(Row deleted)

DUPLANTIER & MERIC, ARCHITECTS, L.L.C.

4764 Paris Avenue, New Orleans, Louisiana 70122

Phone: (504) 324-9874 Email: architects@dumearch.com Fax: (504) 371-5139

April 3, 2018

Calvin C. Hoppmeyer, Jr., P.E.
Vice President
Stuart Consulting Group
1018 Central Avenue
Suite 200
Metairie, LA 70001

Re: Wind Retrofit Program
City of Harahan

Dear Mr. Hoppmeyer:

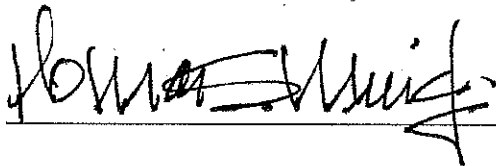
As discussed, please refer to the attached summary of hourly rates for the referenced projects. It is our understanding that the work is generally intended to be issued on a need be basis for each building utilizing a task order type process as indicated in the minutes of the March 20, 2018 meeting.

In general, once the scope is approved for the various task we will at that time submit the construction documents to the regulatory agencies for their approval. Once the approvals are received, the project will be ready for bidding and or cost proposal process as determined by the Owner / Manager. Regarding printing cost, we generally get reimbursed for some of the cost of printing on percentage based projects however on hourly rate based projects we would get reimbursed the direct cost of the printing that we send out to printing companies which is easy to track. Regarding documentation to support the amount of time for the various task, we will keep time sheets for all personnel working on the project. These are in house time sheets that we have been using on all of our projects.

Please review the information submitted and advise us if acceptable.

Sincerely,

DUPLANTIER & MERIC, ARCHITECTS, L.L.C.



Thomas S. Meric, Jr.

TSMJr/klb

CC: Myriam Bou-Mekhayel, E.I.

DUPLANTIER & MERIC, ARCHITECTS, L.L.C.

4764 Paris Avenue, New Orleans, Louisiana 70122

Phone: (504) 324-9874 Email: architects@dumearch.com Fax: (504) 371-5139

APRIL 3, 2018

Refer to the following list of General Rates for 2018.

ARCHITECTURAL

Principal Architect.....	\$165.00
Project Architect.....	\$90.00
Intern Architect.....	\$60.00
Drafting Cad.....	\$60.00
Clerical.....	\$50.00

STRUCTURAL ENGINEERING

Principal Engineer.....	\$125.00
Professional Drafting Cad.....	\$90.00
Drafting Cad.....	\$60.00
Clerical.....	\$40.00

Refer to the attached list of miscellaneous rates for 2018 from ARGUS Architectural Engineering, L.L.C.

MECHANICAL ENGINEERING

Principal Engineer.....	\$145.00
Construction Administration.....	\$105.00
Drafting Cad.....	\$85.00
Clerical.....	\$50.00

Refer to the attached list of miscellaneous rates for 2018 from Crumb Engineering, L.L.C.

ELECTRICAL ENGINEERING

Principal Engineer.....	\$130.00
General Engineer.....	\$110.00
Designer.....	\$90.00
Construction Administration.....	\$105.00
Drafting Cad Manager.....	\$60.00
Drafting Cad.....	\$40.00
Clerical.....	\$40.00

Refer to the attached list of miscellaneous rates for 2018 from EDS Engineering.

TAX IDENTIFICATION NUMBER

Duplantier & Meric, Architects, L.L.C..... 72-1462553

a r g u s

architecture engineering, l.l.c.

RATE / EXPENSE FEE PLAN

January 1, 2018

Architectural and engineering professional services will be provided on a time and expense basis. Daily time records are kept on all projects, and fee billings are sent monthly or periodically for time and expenses incurred. Argus Architecture Engineering, LLC reserves the right to use other personnel with similar capabilities for the rates shown. The Fee Plan follows:

TIME BILLING RATES:

W. L. Argus, Jr., AIA (Founding Principal Architect, Chief Designer)	\$125/ Hr.
Ballard L. Argus, P. E. (Principal, Chief Civil & Structural Engineer)	\$125/ Hr.
Philip Goldberg (Architect, CAD Operator)	\$ 80/ Hr.
Conor Gibson (Architect, CAD Operator)	\$90/ Hr.
Kristin Dennis (CAD Service, Drafter)	\$ 60/ Hr.
Margaret Raziano (Accounting, Clerical, Administration, Specifications)	\$ 40/ Hr.
Mary M. Argus (Files, Clerical, Marketing)	\$ 50/ Hr.

DIRECT EXPENSES

See attached detail sheet (Reimbursable Expense List), page 3

ENGINEERING EXPENSES

Engineering, other than in-house Civil/Structural, is handled as a direct subcontract consultant cost, without markup by Architect. If engineering expenses (Mechanical, Electrical, Kitchen Consultants, Landscaping, Soils Borings and Report(s), Site Property Surveys, Environmental Investigations & Report(s), and other) are involved, a separate fee plan from each engineering discipline will be obtained, presented to the Owner for approval, and as approved such fees will be submitted to the Owner periodically for payment, in proportion to work accomplished.

Argus Architecture Engineering, LLC will, on the time and expense basis above, coordinate and review the work.

ARTISTS, SCULPTORS, AND OTHER CONSULTANTS AND SUPPLIERS

Handled as a separate, direct contract agreement between this type of Consultant / Supplier and the Owner. Argus Architecture Engineering, LLC will not place a markup on these costs, but will coordinate and review the work for the Owner on the time and expense basis above.

THIS FEE PLAN OF RATE PLUS EXPENSE IS ACCEPTED FOR:

BY _____
OWNER OR REPRESENTATIVE

DATE _____

BY _____
ARGUS ARCHITECTURE ENGINEERING, LLC

DATE _____

a r g u s

architecture engineering, l.l.c.

Reimbursable Expenses List

Reimbursable expenses are in addition to fees for services, and include expenditures made in the interest of the Project.

• Printing, Reproduction & Electronic Media:	
CAD Plots, sub-contracted:	Actual cost
Drawing and Specifications Reproductions, sub-contracted:	Actual cost
Photocopies for in-house use/distribution, sub-contracted:	Actual cost
GBC plastic binding, 8½" x 11" card stock covers, bound in-house:	\$4.00 per bound volume
Binding, covers, and other printing related items, sub-contracted:	Actual cost
3.5 inch 1.44 MB Computer Diskettes for distribution:	\$2.00 each
CD-R / RW / DVD±R / RW / Zip Disk for distribution:	\$20.00 each
• Long Distance/Cellular Communications:	
Long distance telephone (for Client project(s), other than AAE to Client):	Actual cost
• Postage, Shipping, Delivery:	
U. S. Postal Service, other than AAE to Client:	Actual cost
Local Courier Delivery Service:	Actual cost
Air / Ground Shipping, Express Delivery Service:	Actual cost
• Travel, Lodging, Sustenance:	
Travel by automobile (for Client project(s), other than AAE to Client):	\$0.585 per mile
Public Conveyance (airline, bus, taxi, etc.):	Actual cost
Rental Automobile:	Actual cost
Sustenance (meals), lodging, and miscellaneous travel expenses (for Client project(s)):	Actual cost
Parking / Tolls (other than AAE to Client):	Actual cost
• Other:	
Film photography, sub-contracted:	Actual cost
Renderings/Presentation Graphics, sub-contracted:	Actual cost
In-house Models (actual models)	\$85 per hour plus actual cost of materials
Plastic Covers for Models:	Actual cost
Models, sub-contracted:	Actual cost
Permit/Approval/Review and similar Government fees:	Actual cost
Notary Public/Legal fees when requested/required by Client:	Actual cost
Specialty Subcontractor Consultants/Experts:	Actual cost
Professional Liability Insurance Project Policy or additional coverage/limits requested by Client:	Actual cost
Additional insurance coverage or increased limits requested by Client:	Actual cost

Duplantier & Meric Architects

From: ballard@argusarchitecture.com
Sent: Wednesday, March 28, 2018 2:51 PM
To: Duplantier & Meric Architects
Subject: Re:Harahan Wind Retro-fit; AAE Fee Plan; AAE File 1715.00
Attachments: 01-01-18_AAE Fee Plan_1.pdf

Tommy:

Attached is our Fee Plan, as of 01/01/18, which we will plan to use for the subject project hourly billing rates.

We have found that these hourly billing rates are acceptable when we are involved with government funded projects.

Please advise regarding structural/civil engineering requirements for the first building.

Thanks,

Ballard L. Argus, P.E.
Argus Architecture Engineering, LLC

From: Duplantier & Meric Architects <architects@dumearch.com>
Sent: Tuesday, March 27, 2018 3:06 PM
To: Ballard L. Argus <ballard@argusarchitecture.com>
Cc: Raul Valdes (raul@ewithd.com) <raul@ewithd.com>; jcrumb@crumbengineering.com
Subject: harahan

Please submit an hourly rate for your services. The work will be done in stages and the scope is still being determined.

Thanks, Tommy Meric

DUPLANTIER & MERIC, ARCHITECTS, L.L.C.
4764 PARIS AVENUE
NEW ORLEANS, LA 70122

Crumb Engineering, LLC

4609 Fairfield Street
Metairie, LA 70006

(504) 455-4450
Fax (504) 455-4451

Professional Services Rate Sheet

January 1, 2014

Engineering	\$145/hr
Construction Administration	\$105/hr
Drafting	\$ 85/hr
Time Travel (Plane or Vehicle)	\$ 85/hr
Clerical	\$ 50/hr

Reimbursable Expenses:

- Mileage - \$0.50/ mile
- Data CD - \$20.00
- In-house plots - \$1.00/square foot
- Travel - shall be billed to the client as a reimbursable expense as outlined in the agreement.
- All reimbursable expenses that are out-sourced shall be billed to the client as a reimbursable expense as outlined in the agreement.

Rate Sheet

Important Warning: This message is intended for the use of the person or entity to which it is addressed and may contain information that is privileged and confidential, the disclosure of which is governed by applicable law. If you are not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any disclosure, copying or distribution of this information is Strictly Prohibited. If you have received this message by error, please notify the sender immediately to arrange for return or destruction of these documents.

Duplantier & Meric Architects

From: Jason Crumb <jcrumb@crumbengineering.com>
Sent: Monday, April 02, 2018 4:49 PM
To: Duplantier & Meric Architects
Subject: RE: harahan
Attachments: rate sheet 2014.pdf

Please see attached.

Thank You,

Jason T Crumb
Crumb Engineering, LLC
4609 Fairfield Street
Metairie, LA 70006
P (504) 455-4450
F (504) 455-4451
C (504) 388-8921

From: Duplantier & Meric Architects <architects@dumearch.com>
Sent: Monday, April 2, 2018 4:36 PM
To: jcrumb@crumbengineering.com
Subject: FW: harahan

Jason:

I need your hourly rate so we can finalize with Harahan. Thanks, Tommy

From: Duplantier & Meric Architects
Sent: Monday, April 02, 2018 3:14 PM
To: jcrumb@crumbengineering.com
Subject: FW: harahan

From: Duplantier & Meric Architects
Sent: Tuesday, March 27, 2018 3:06 PM
To: Ballard L. Argus <ballard@argusarchitecture.com>
Cc: Raul Valdes (raul@ewithd.com) <raul@ewithd.com>; jcrumb@crumbengineering.com
Subject: harahan

Please submit an hourly rate for your services. The work will be done in stages and the scope is still being determined.

Thanks, Tommy Meric

DUPLANTIER & MERIC, ARCHITECTS, L.L.C.
4764 PARIS AVENUE
NEW ORLEANS, LA 70122



lighting design • electrical engineering • voice control

4035 Washington Ave.
New Orleans, LA 70125

April 2nd, 2018

Duplantier & Meric Architects, L.L.C.

Tommy Meric
4764 Paris Avenue
New Orleans, LA 70122

Tommy,

As requested, below is a summary of our hourly rates for 2018.

Principal (PE)	\$ 130 / hr
Engineer (PE)	\$ 110 / hr
Designer	\$ 90 / hr
CAD/BIM Manager	\$ 60 / hr
Draftsperson	\$ 40 / hr

Sincerely,

Raul E. Valdes, PE

EDS, Inc - President

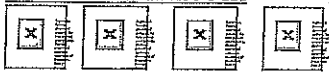
Duplantier & Meric Architects

From: Raul Valdes <raul@ewithd.com>
Sent: Monday, April 02, 2018 2:49 PM
To: Duplantier & Meric Architects
Subject: Re: harahan
Attachments: Hourly Rates.pdf

Tommy,

Please see our rates attached.

Raul E. Valdes
PE, LC, LEED AP BD+C, IES
(504) 645-3482
raul@ewithd.com
www.ewithd.com



On Tue, Mar 27, 2018 at 2:06 PM, Duplantier & Meric Architects <architects@dumearch.com> wrote:
Please submit an hourly rate for your services. The work will be done in stages and the scope is still being determined.

Thanks, Tommy Meric

DUPLANTIER & MERIC, ARCHITECTS, L.L.C.
4764 PARIS AVENUE
NEW ORLEANS, LA 70122

Meeting Summary

Project: City of Harahan Wind Retrofit

Date: March 20, 2018

Time: 2:00 PM

Location: Harahan City Hall

Attendees:

Duplantier & Meric (D&M)

Thomas Meric, Jr.

Argus Architecture Engineering

Ballard Argus

City of Harahan (COH)

Edwin Lauricella

Stuart Consulting Group (SCG)

Calvin Hoppmeyer

Myriam Bou-Mekhayel

Discussion Topics:

Upon submission of a proposed AIA contract from D&M for the Wind Retrofit program to replace the roofs, doors, and windows for the five City Buildings, COH will review. Once the contract is signed, D&M will submit Task Orders for each building, to be prioritized in the following order: City Hall/Police Station, Gymnasium, Senior Center, Fire Station, and Maintenance Building. Additional scope to be included will include the handicap ramp in the rear of the Police Station. COH provided a flash drive with plans for the City Hall addition, the Gymnasium and the Maintenance building. D&M is to return flash drive after downloading. After the meeting, the entire team walked around City Hall commenting on all the various features.

Summary Prepared By: Myriam Bou-Mekhayel

The preceding summary set forth the contents of this meeting as understood by the preparer listed above. Exceptions taken to any of the above items must be submitted to the preparer in writing within five (5) business days of receipt of this document. After this date, the record will be considered accurate and complete.

Duplantier & Meric Architects

From: Myriam Bou-Mekhayel <myriamb@stuartconsultinggroup.com>
Sent: Wednesday, March 21, 2018 10:16 AM
To: Duplantier & Meric Architects; ballard@argusarchitecture.com
Cc: Calvin Hoppmeyer; edwin.lauricella@ci.harahan.la.us
Subject: City of Harahan Wind Retrofit Kickoff Meeting Summary
Attachments: 2018-03-20 Meeting Summary.pdf

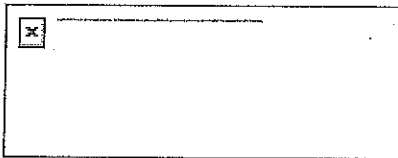
All,

Please see attached the meeting summary from yesterday's (3/20/2018) Kickoff meeting. If you have any questions or comments, please don't hesitate to contact our office.

Sincerely,

Myriam Bou-Mekhayel, E.I.

Engineer Intern | STUART CONSULTING GROUP, INC
1018 Central Avenue
Suite 200
Metairie, LA 70001
Phone 504.888.5733 Ext. 212 | Fax 504.962-0932



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