**ORLEANS PARISH SCHOOL BOARD PROFESSIONAL SERVICES CONTRACT**

BE IT KNOWN, the Orleans Parish School Board (hereinafter sometimes referred to as *OPSB*), located at 2401 Westbend Parkway, New Orleans, Louisiana, and Mathes Brierre Architects, A Professional Architectural Corporation, (hereinafter sometimes referred to as *Architect or Contractor*), located at 201 St. Charles Street, New Orleans, LA 70170, do hereby enter into a contract under the following terms and conditions.

# Scope of Services

Architect hereby agrees to furnish the following design services for

Building: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Scope: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Specific goals and objectives:

* + - Refer to **Exhibit Letter Proposal.**

## Deliverables:

* + - Provide Design document within (20) business days of Notice to Proceed.
		- Provide Construction document for Owner review within (20) business days of receipt of Owners review of Design Document.
		- Provide Final Construction Documents to Owner within (10) business days of receipt of Owner review comments of Construction Review Document.
		- File for permit, administer advertised bidding phase, provide Construction Administration services.
		- Documents shall be provided in CAD format as described in Article 9. Ownership below.
	+ ***Performance Measures:*** Specific activities to be carried out include:
		- Visit site as necessary to field verify all necessary conditions for design phase.
		- Administration of bidding phase shall include but not be limited to pre-bid meeting, issuing all required Addenda, preparation of all AIA documents necessary to complete project.
		- Construction Administration phase to include but not be limited to the following:
			* Pre-construction meeting and minutes.
			* Review and approve the schedule of values.
			* Review, log, manage the shop drawing process.
			* Review all manage RFI process in timely manner.
			* Manage COR (Change Order Request) and CO (Change Order) process.
			* Prepare weekly Field Report with photos to document work in progress.
			* Attend weekly or bi-weekly OAC meeting.
			* Review and certification of Contractor Payment Applications.
			* Prepare document for Substantial Completion.
			* Manage project “close-out” process.
			* Prepare document for Final Acceptance/Completion.
		- Architect/Engineer shall promptly inform OPSB of known deviations from the Contract Documents during construction. The Architect/Engineer shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents, upon written request of OPSB or the General Contractor. Such interpretations and decisions by the Architect/Engineer shall be consistent with the intent of, and reasonably inferred from, the Contract Documents.
		- Architect/Engineer will provide notice to OPSB prior to proceeding on any part of the terms they feel are limited and will require added cost for services.
	+ ***Monitoring Plan:*** Meetings, conference calls, email discussions or field visits as required with the Contractor to monitor progress.

## Exclusions:

* + - Additional scope as directed by the owner.
		- Project manual Divisions 0 and 1 specifications by Owner.
		- The Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous or toxic substances in any form at the Project Site.

# Payment Terms

The Scope of Services shall be completed and billed upon completion of each phase as identified in **Exhibit B** with a percentage of construction fee of $ \_\_\_\_\_\_\_\_\_ (WORD NUMBERS). The OPSB will be notified once the fees have reached this amount and no additional work shall be executed without prior OPSB permission. Refer to **Exhibit C** for hourly rates identified and to be used if additional services have been agreed upon by OPSB.

Costs for all normal project overhead expenses (i.e. desktop printing, reproduction, reproducible, telephone calls, travel to the project site, and office supplies) are included in the lump sum not to exceed fee. All reimbursable reasonable out-of-pocket expenses incurred by the Contractor will be invoiced at cost + 10% and must not exceed $1000.00 without prior written Owner approval.

Payment will be made only on approval of the Executive Director of Capital Improvements.

Contracts with services completed by June 30 must submit invoices no later than July 15. Due to funding constraints, funding may be unavailable for payment of services if invoices are not

received by this date.

If progress or completion is obtained to the reasonable satisfaction of the OPSB, payments are scheduled as follows:

Contractor will invoice OPSB per completed phase of work identified in **Exhibit B-Payment Schedule**.

# Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract shall be Contractor's obligation and shall be identified under Federal Tax Identification Number 72-0642154.

# Termination for Cause

The OPSB may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the OPSB shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the OPSB may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the OPSB to comply with the terms and conditions of this contract; provided that the Contractor shall give the OPSB written notice specifying the OPSB's failure and a reasonable opportunity for the OPSB to cure the defect.

# Termination for Convenience

The OPSB may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

# Insurance

Contractor shall maintain insurance during the entire term of the contract and any extensions and shall be of the following forms and limits:

1. Workers’ Compensation insurance in accordance with Louisiana Revised Statutory requirements;
2. Employer’s Liability insurance with a combined single limit of not less than $500,000 for each claim, incident, or occurrence;
3. Automobile Liability Insurance, for any motor vehicle driven during the course of providing services under this Contract, with a combined single limit of not less than

$500,000 for each occurrence for bodily injury and property damage; and

1. Commercial General Liability, on an occurrence basis, with a combined single limit of not less than $1,000,000 for each occurrence for bodily injury and property damage.
2. Professional Liability covering negligent act, errors, and omissions in the performance of professional services with policy limits of not less than $1,000,000 per claim and $1,000,000 in the aggregate.

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Louisiana, and acceptable to OPSB, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty (30) days prior written notice to OPSB. The certificates of insurance shall list OPSB as an additional insured.

# Indemnification

Neither party shall be liable for any injuries incurred by the other party or any of the other party’s employees or agents during the performance of its duties as outlined in this Contract. Each party agrees to indemnify, hold harmless and defend the other party, its officers, agents, and employees from any and against all claims, liabilities, damages, losses, judgments, charges, expenses (including attorneys’ fees) and/or causes of action out of any alleged negligence or misconduct of the indemnifying party and for which the other party, its agents, servants or employees are alleged to be liable.

Each party further agrees to indemnify, hold harmless and defend the other party, its agents, servants and employees from and against any claim, demand, liability, loss, charges, expenses (including attorneys’ fees) and/or causes of action of whatever kind or nature arising out of any misconduct of the indemnifying party not included in the paragraph above and for which the other party, its agents, servants or employees are alleged to be liable.

# Independent Contractor

Contractor hereby expressly agrees and acknowledges that he/she is an Independent Contractor as defined in LSA-R.S. 23:1021(7), and meets all of the requirements contained in Subsections I, II and III of LSA-R.S. 23:1472(12)(E). As such, it is specifically agreed and understood that OPSB shall not be liable to Contractor, his/her agents, employees, sub-contractors, servants and/or any other person performing services under this Agreement for any benefits, contributions or coverage under the Workers’ Compensation Laws of the State of Louisiana. It is further expressly agreed and understood that OPSB shall not be a statutory employer with respect to Contractor’s agents, employees, sub-contractors, servants and/or any other person performing services under this Agreement and, as such, shall not be liable to any of them for damages of any nature or kind, including attorney's fees and costs, any or all of them may sustain as a result of performing the services specified herein or otherwise. Neither Contractor, nor his/her agents or employees shall be considered employees of OPSB for the purpose of unemployment compensation coverage, the same being employees of OPSB for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto. OPSB is interested only in the result obtained under this Agreement and the manner and means of conducting the work are under the sole control of Contractor in accordance with the terms hereof. None of the benefits provided by OPSB to its employees are available from OPSB to the employees, agents or servants

of Contractor. Contractor will be solely and entirely responsible for his/her acts and for the acts of his/her agents, employees, servants and sub-contractors during the performance of this Agreement.

# Ownership

Any records, reports, documents, materials, or products created or developed under this contract shall be the property of the OPSB as outlined in Universal Citation: LA Rev Stat § 38:2317.

Digital data files of all Computer Aided Design (CAD) drawing files are due to OPSB as part of Contract Document (CD) submission. Files are to be submitted in native format they were created, in addition, each sheet shall be exported in “.dwg” format. All identification of Contractor name on title block shall be removed prior to turnover to OPSB. Any work undertaken by Contractor pursuant to this contract shall be work made for hire, and the contractor hereby transfers and assigns to the OPSB any intellectual property rights, including but not limited to the copyright of any records, reports, documents, materials or products created or developed by Contractor in connection with the performance of this contract. No records, reports, documents, materials or products created or developed under this contract can be distributed free or for profit without explicit written approval from the OPSB.

# Assignment of Contract

Contractor shall not assign any interest in this contract by transfer, novation, or assignment, without prior written consent of the OPSB. This provision shall not be construed to prohibit Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the OPSB.

# Right to Audit

It is hereby agreed that the OPSB and/or other auditors representing OPSB shall have the option of auditing all accounts or records of Contractor which relate to this Contract. Copies of audits may be forwarded by the OPSB to the funding source of this contract, including but not limited to the State or Federal government.

# Term of Contract

This Contract shall begin upon notice to proceed and shall terminate no later than 24 months following the notice to proceed. The effective date of this Contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this Contract is deemed necessary, an amendment may be prepared by OPSB and forwarded to the other party for appropriate action by the other party. Said amendment is to be returned to OPSB with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this Contract, including extensions hereto, be for a period of more than one (2) years.

# Fiscal Funding

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract. If sufficient monies are not appropriated to provide for the continuation of the Contract, or if such appropriation is reduced to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

# Discrimination Clause

Contractor agrees to abide by the requirements of the following as applicable:

* + Title VI and VII of the *Civil Rights Act of 1964*, as amended by the *Equal Opportunity Act of 1972*
	+ *Federal Executive Order 11246*
	+ *Federal Rehabilitation Act of 1973*, as amended
	+ *Vietnam Era Veteran's Readjustment Assistance Act of 1974*
	+ *Age Act of 1975*
	+ *Americans with Disabilities Act of 1990*

The Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

# Compliance Statement

By executing this contract, Contractor certifies that Contractor has conducted, with due diligence, an examination of its business relationships and affairs and to the best of Contractors knowledge, information and belief, Contractor is not prohibited from entering into this contract by La. R.S. 42:1113. Contractor further acknowledges that a violation of La. R.S. 42:1113 shall be grounds for termination of this contract for convenience.

# Debarment and Suspension Clause

Contractor receiving individual awards hereby certifies that the organization and its principals are not suspended or debarred from any Federal or State program.

# Confidentiality

This contract is entered into by Contractor and the OPSB in accordance with the provisions of the Louisiana Revised Statute 17:3913, et seq., the Family Educational Rights and Privacy Act, 20

U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20

U.S.C. Section 1400, et seq., (IDEA). Contractor hereby acknowledges that all documents which

include personally identifiable information contained in or derived from a student’s education records are deemed confidential pursuant to La.R.S. 17:3913, et seq., FERPA and IDEA. Contractor agrees not to re-disclose any such personally identifiable information without the prior written consent of the student’s parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. Contractor agrees to return all documents deemed confidential pursuant to La.R.S. 17:3913, et seq., FERPA and/or IDEA to the OPSB at the conclusion of this contract.

If this contract entails the collection, disclosure and/or use of student personally identifiable information or data, then the parties to this contract shall execute the Addendum to Contract and the terms and conditions contained in said Addendum to Contract are incorporated herein by reference.

# Collections Fees

If Contractor invoices the OPSB, and OPSB pays Contractor, for work not done or for work not done in accordance with this contract, or if the OPSB for any reason pays Contractor any amount not actually owed by OPSB to Contractor pursuant to this contract, or if Contractor owes money to the OPSB for any reason whatsoever as a result of this contract, the OPSB may refer this matter to an attorney for collection. If the OPSB does refer this matter to an attorney, Contractor agrees to pay, in addition to the debt owed to the OPSB, the OPSB’s reasonable attorney’s fees, up to a maximum fee of thirty-three and one-third percent (33 1/3%) of Contractor’s debt.

# Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between the OPSB and Contractor arising out of, or related to, this contract shall be in the Civil District Court, Parish of Orleans, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this contract.

***IN WITNESS WHEREOF***, the parties have executed this Agreement as of this day of

 , 2022.

**WITNESSES’ SIGNATURES AUDUBON SCHOOLS**

Authorized Representative Signature

Authorized Representative Name (Print)

Title

Date

**WITNESSES’ SIGNATURES CONTRACTOR**

\_ Angela Morton

Authorized Representative Name (Print)

\_Principal Title

\_

Date

Telephone: 504.586.9303

EXHIBIT ‘A’

THE BUILDING PROGRAM PROJECT NO.: 23-FAC-0029 AS PREPARED BY:

Orleans Parish School Board New Orleans, Louisiana

FOR:

Fredrick Douglas High School 2820 St. Claude Street New Orleans, LA 70117

October 31, 2022

The scope of this Project includes extensive repairs to the building envelope, including but not limited to:

* Replace existing fire alarm system in the classroom building including the main panel and all fire alarm devices.
* Replacement of existing air-cooled chiller with communication to the existing BAS system.
* Existing fire alarm survey (additional services)

The design shall be in accordance with the NOLA Public Schools/OPSB Facilities Performance Standards, dated March 2021.

This Exhibit ‘A’ and the NOLA Public Schools/OPSB Facility Performance Standards are hereby made part of this Contract.

This Project will be administered by the Orleans Parish School Board and the Designer is required to be familiar with its requirements.

OPSB Project No.: 23-FAC-0029 Page 1 of 1

Exhibit A October 31, 2022

|  |  |
| --- | --- |
| **Contract Payment Schedule for Design Services ‐ Exhibit B** |  |
| Contract services for basic Architectural services per contract for Fire Alarm and Chiller Replacement @ Fredrick Douglass High School, Project No. 23‐FAC‐ 0029 | 37,122.00 |  |
|  |  |  |
| Total cost for Architectural Professional Services | 37,122.00 |  |
|  |  |  |  |  |
| Work Phase | POC | Payment due |  |  |
| Schematic Design (SD) | 10% | $3,712.20 |  |  |
| Design Document (DD) | 20% | $7,424.40 |  |  |
| Construction Documents (CD) | 30% | $11,136.60 |  |  |
| Bidding and Contract Phase | 5% | $1,856.10 |  |  |
| Construction Phase | 30% | $11,136.60 |  |  |
| Close Out Phase | 5% | $1,856.10 |  |  |
|  |  |  |  |  |
| Total Fee |  | $37,122.00 |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Not to exceed additional services |  |  |  |  |
| Existing fire alarm system survey |  | $8,500.00 |  |  |
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| Total fee NTE |  | $45,622.00 |  |  |
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