

~~20-10-010~~
CONTRACT NUMBER

(Law Dept use only)

- Professional Services
- Cooperative Endeavor Agreement
- Amendment/Extension
- Other
- Personal Services
- Grant

CONTRACT CHECK SHEET

20-5072251

1268232

TAX ID OR S.S. NUMBER

REQUISITION NUMBER/DOCUMENT ID NUMBER

Oxford Acoustics, Inc.

14,850.00

CONTRACTOR

AMOUNT

To Provide Professional Services

SYNOPSIS

To the City Council relative to collection and analysis of data on noise levels in various parts of the City.

~~Jan. 20, 2012~~
Beginning Date

~~April 20, 2012~~
Ending Date

~~Council Chief Staff~~

DEPARTMENT

The signatures below indicate that the signers have reviewed this contract for compliance in their various areas of responsibility as prescribed by law and policy.

The department head certifies that this agreement

SELECT ONE

- has been through the competitive selection process
- is for \$15,000 or less and therefore exempt Motion M-12-2 Attached
- has been declared an emergency by the Chief Administrative Officer.

Department Head

Date

1-19-12

Chief Administrative Office

Date

1-19-12

Civil Service

Date

1/20/12

Finance Department

Date

1/30/12

Law Department

Date

2/1/12

NAME Evelyn Pugh

PHONE # 1082

ROUTING PERSON

OK 2/1/12

Rose 81081

CITY OF NEW ORLEANS TAX CLEARANCE AUTHORIZATION

According to Section 2-8 of the Code of the City of New Orleans, Louisiana 1995, the City may not enter into or make payments under a contract, grant or cooperative endeavor agreement with any person, corporation, or entity delinquent in City taxes. This form supplies the needed tax clearance. This clearance is issued without prejudice to any tax liabilities discovered by audit.

Please refer to the instruction below

Bid/RFP No.: _____ Contracting Department: NOLA CITY COUNCIL

TYPE OF BUSINESS:

Acoustical Consulting

BUSINESS NAME:

Oxford Acoustics, Inc.

OWNER'S NAME:

David S. Woolworth

BUSINESS ADDRESS:

356 CR 102

Oxford, MS 38655

MAILING ADDRESS:

AS ABOVE

CONTACT TELEPHONE:

662-513-0665

FAX NUMBER:


N/A

E-MAIL ADDRESS:

info@oxfordacoustics.com

PRINT NAME: David S. Woolworth

TITLE: Principal

AUTHORIZED SIGNATURE: 

DATE SIGNED: 12-12-11

I certify that I have the authority to execute this form with respect to the tax matters covered and that the above is true and correct. The City of New Orleans is authorized to inspect and/or receive confidential tax information.

BUREAU OF REVENUE (Room 1W15)

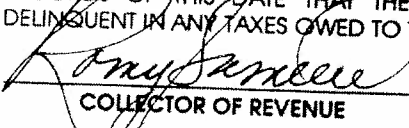
This clearance covers Occupational License and Sales/Use taxes.

BUREAU OF TREASURY (Room 1W37)

This clearance covers Ad Valorem taxes for Real Estate and Business Property taxes.

I HEREBY ASSERT THAT AFTER REVIEW OF THE TAXPAYER'S RECORDS OF THIS DATE THAT THE TAXPAYER IS NOT DELINQUENT IN ANY TAXES OWED TO THE CITY.

I HEREBY ASSERT THAT AFTER REVIEW OF THE TAXPAYER'S RECORDS OF THIS DATE THAT THE TAXPAYER IS NOT DELINQUENT IN ANY TAXES OWED TO THE CITY.


COLLECTOR OF REVENUE

1/18/12
DATE


TREASURY CHIEF

1/19/12
DATE

I attest that the taxpayer named above is not delinquent in any taxes owed to the city.


DIRECTOR OF FINANCE

01/19/12
DATE

REAL ESTATE TAX NUMBER: N/A

PERSONAL PROPERTY TAX NUMBER:
N/A

SALES TAX/OCCUPATIONAL LICENSE
NUMBER: N/A

102870255

K12-075

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AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE COUNCIL OF THE CITY OF NEW ORLEANS
AND
OXFORD ACOUSTICS, INC.

THIS AGREEMENT made this _____ day of January 2012, by and between the Council of the City of New Orleans, herein represented by Jacquelyn Brechtel Clarkson, Council President (hereinafter referred to as "the City"), and Oxford Acoustics, Inc., (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the City Council desires to engage Contractors for the performance of certain professional services as described in Attachment "A" to this Agreement; and

WHEREAS, Oxford Acoustics, Inc., a S-Corporation, organized under the laws of the state of Mississippi, and located at 356 CR 102, Oxford, MS 38655, whose Taxpayer ID Number is 20-5072251, is qualified and desires to perform such services on behalf of the Council; and

WHEREAS, on January 5, 2012 the City Council adopted Motion M-12-02 authorizing the Council President to sign a professional services contract with Oxford Acoustics, Inc. to provide the aforementioned services to the Council,; and

NOW THEREFORE, the City Council of New Orleans and Oxford Acoustics, Inc., for the consideration and under the terms set forth herein, do agree as follows:

SCOPE OF SERVICES

A. Services to be performed by Contractors. Contractor shall perform each of the services as set forth in Attachment "A" attached hereto and made a part hereof (collectively, the "Services").

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1. Contractors have not employed or retained any entity or person, other than a bona fide employee working solely for Contractors, to solicit or secure this Agreement nor have Contractors paid or agreed to pay any entity or person, other than a bona fide employee, any gift, commission, percentage, brokerage or any other such fee for the purpose of assisting Contractors in securing this Agreement. Contractors acknowledge their understanding that any gifts made or fees paid in contravention of this representation and warranty shall be considered bribery pursuant to Council Code Section 70-509 and shall subject the offender to criminal penalties in addition to suspension from participation in Council contracting for a period of not less than three years. The execution of this Agreement by Contractors' duly authorized representatives shall be deemed a sworn statement by Contractors of their compliance with this representation and warranty, as required by City Code Section 46-51;
2. Contractors, through their duly authorized representatives, have the full power and authority to enter into and execute this Agreement and, as such, this Agreement is legally binding upon and enforceable against Contractors in accordance with its terms;
3. Contractors are not under any obligation to any other party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit or impair in any way their performance of any obligations hereunder;
4. Contractors have the requisite expertise, qualifications, staff, materials and equipment in place and available to enable them to fully perform the Services and Contractors, along with their employees, as required, and all sub-Contractors, if any and as required, possess all necessary permits, licenses, consents, registrations and/or certifications required under federal, state and/or local law to perform the Services;
5. As of the Effective Date of this Agreement, Contractors have no knowledge of any undisclosed fact that could materially adversely affect its condition (financial or otherwise), business operations or their ability to fulfill their obligations under this Agreement;

- 1 6. Contractors are not in breach of any federal, state or local statute or regulation
2 applicable to Contractors or their operations;
- 3 7. Contractors' work shall be accurate and free from any material errors.
4 Contractors' duties as set forth in this Agreement shall at no time be in any
5 way diminished by reason of any approval by Council nor shall Contractors be
6 released from liability by reason of such approval by Council, it being
7 understood that Council, at all times, is ultimately relying upon Contractors'
8 skill and knowledge in performing the Services;
- 9 8. Contractors are bonded, if required by law, and fully and adequately insured for
10 the injury of their employees and any others incurring loss or injury as a result of
11 the actions of Contractors or their employees or subcontractors in the
12 performance of their obligations under this Agreement; and
- 13 9. Contractors have read and fully understand the terms, covenants and
14 conditions set forth in this Agreement and are executing the same willingly
15 and voluntarily of their own volition.

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17 **C. Reliance on Representations, Warranties and Covenants.** All representations,
18 warranties, covenants and agreements made in this Agreement are intended to be
19 material and shall be conclusively deemed to have been relied upon by the receiving
20 party.

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22 **IV. FURTHER PROVISIONS:**

23 The City and the Contractor bind themselves under the Additional Terms and Conditions
24 attached hereto as Attachment "B."

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26 **V. DURATION OF AGREEMENT:**

27 **A. Initial Term.** This Agreement shall commence on the January 20, 2012, and
28 shall continue for a period of three months, ending on April 20, 2012. It is
29 understood and acknowledged by Contractors that the Services described above
30 are expected to be completed within this time period.

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2 IN WITNESS THEREOF:

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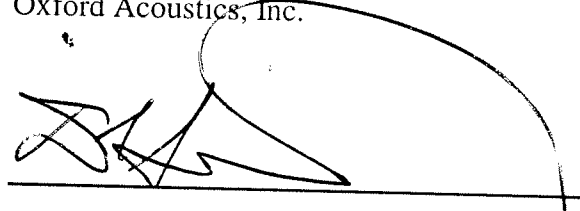
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CITY OF NEW ORLEANS


Jacquelyn Brechtel Clarkson
Jacquelyn Brechtel Clarkson

Oxford Acoustics, Inc.



By: David S. Woolworth
Principal, Oxford Acoustics, Inc.
356 CR 102
Oxford, MS 38655
(662) 513-0665
(662) 701-7534 (m)
Taxpayer I.D. Number: 20-5072251

FORM AND LEGALITY APPROVED:


Law Department, City of New Orleans

ATTACHMENT "A"

SCOPE OF SERVICES

Contractor agrees to provide the following services:

1. Data Collection and Planning – Our work in data collection will include:
 - 1) Evaluation of current noise code, planned noise code, and all comments and submissions regarding the planned code.
 - 2) Meeting with the business and neighborhood associations and the enforcement community to hear concerns and establish a network to aid in the determination of annoyance noise levels.
 - 3) Preliminary sound level measures across the city.

2. Acoustical Measurements Program-

Short measurements will be taken across the city during day and night hours to sample the encountered sound levels; rush hour, weekday, and weekend will be evaluated. Continuous or periodic monitoring will be performed in specific areas or locations identified in the planning phase.

Testing of historical building facades will be performed to evaluate typical constructions encountered in the city for sound transmission loss.

Testing of sound propagation from an entertainment establishment to a neighborhood will be executed with the cooperation of an entertainment establishment as available.

Selective monitoring of at least one large city event.

3. Data Analysis Program – All field measurement data gathered will be evaluated at our office in Oxford, Mississippi and on site with the existing planning and fact finding information to establish appropriate revisions to the noise code.

All measurement data taken for this proposal will be stored indefinitely by Oxford Acoustics and is property thereof; it will be available to the City of New Orleans if requested.

4. Evaluation and Report – The field data and planning information will be evaluated with respect to the Project Description, and 6 copies (and an electronic copy) of a recommendation report will be submitted including data obtained, a discussion of their evaluation, and our conclusions and recommendations of the following:

- a. Sound map of the city delineating existing sound levels encountered.

- b. Recommended revisions to the ordinance as coordinated with the legislative director and the enforcement community.
- c. General information on sound propagation behavior from entertainment venues, and generalized solution strategies for entertainment venues to reduce their “noise footprint”.
- d. General information on the sound transmission behavior of historical (residence) buildings of New Orleans, and generalized solution strategies for residents that experience difficulty sleeping due to exposure to transportation or other noise sources outside the city's control.
- e. A review of enforcement procedures for NÖPD.

ATTACHMENT "B"

PROFESSIONAL SERVICES AGREEMENT

BETWEEN
THE COUNCIL OF THE CITY OF NEW ORLEANS ("City")
AND
OXFORD ACOUSTICS, INC. ("Contractor")

ADDITIONAL TERMS AND CONDITIONS

1. EQUAL EMPLOYMENT OPPORTUNITY: In all hiring or employment made possible by, or resulting from this contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, 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, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
2. ASSIGNABILITY: The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of the City of New Orleans.
3. CONFLICT OF INTEREST: In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the City, and in recognition of the Contractor's responsibility to the City, the Contractor 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 Contractor. It is incumbent upon the Contractor to notify the City and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the City. Final decision on any disputed offers of other employment for the Contractor shall rest with the City.
4. INDEMNIFICATION: The Contractor shall indemnify and save the City harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor hereunder and shall also hold the City harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligation under this Agreement.

5. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE: Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the City of New Orleans shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

6. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE: Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this agreement for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this services agreement, or agreement for hire, and in connection with unemployment compensation only, that:

a. Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and

b. Services to be performed by Contractor are outside the normal course and scope of the City's usual business; and

c. Contractor has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither Contractor nor anyone employed by Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

7. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS: It is expressly agreed and understood between the parties entering into this services agreement that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.

8. JURISDICTION: The Contractor 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 Contractor.

9. CANCELLATION: Either party to this contract may terminate the agreement at any time during the term of the agreement by giving the other party written notice of said intention to terminate at least (30) days before the date of termination.

10. SOLICITATION: The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

11. AUDIT AND OTHER OVERSIGHT: The Contractor understands and will abide by all provisions of the Code of the City of New Orleans, Chapter 2, Art. XIII, Sect. 2-1120, as adopted by City Ordinance No. 22,888 M.C.S., (relative to the operations and authority of the City Inspector General), incorporated herein by reference.