

Notice of

BOARD OF ALDERMEN REGULAR MEETING

Tuesday, November 21, 2023 at 6:00 PM Council Chambers, City Hall, 2305 North 7th Street, West Monroe

AGENDA

<u>Public Comments:</u> Any person present who wishes to comment on any matter prior to the vote on that matter should stand prior to the vote and request an opportunity to comment. Comments are limited to three (3) minutes per speaker, and the number of speakers may be limited on a subject.

NOTICE/MINUTES

Call to order/Verification of Attendance

Motion to Approve Minutes

1) Motion to approve the minutes of the November 7, 2023 Regular Council Meeting.

Recognitions/Presentations

Mayor's Review

Community Announcements

ADMINISTRATION/FINANCE

- Ordinance to authorize solicitation through internet auction for a Qualified Materials Recycler for certain required purchases for a minimum of 1 year, and to authorize a written agreement reflecting the terms and provisions.
- 3) Ordinance to enter into an Agreement with Coca-Cola Bottling Company United Gulf Coast, LLC d/b/a Monroe Coca-Cola Bottling Company for exclusive beverage advertising and availability rights.
- 4) Resolution by the Mayor and Board of Alderman of the City of West Monroe, acting as the Board of Trustees of the Hasley Cemetery Trust for the City of West Monroe, Louisiana, to designate a method of appointing the Secretary for the Board; to authorize the Secretary to execute deeds for the sale of burial plots.

BUILDING AND DEVELOPMENT

- 5) Ordinance to annex property located at 525 Thomas Road, West Monroe. TJO Holdings, LLC, applicant. Received a **favorable** review from the Planning Commission.
- Ordinance to rezone property located at 525 Thomas Road, West Monroe, from an O-L (Open Land) District to a B-3 (General Business) District. Assessor parcel #19796, #19798 & #19799. TJO Holdings, LLC, applicant. Received a favorable review from the Planning Commission.

CODE ENFORCEMENT

LEGAL

PUBLIC WORKS

7) Ordinance to authorize City to enter into Amendment No. 1 to La DOTD Contract No. 4400001986, Maintenance Agreement - interstate mowing and litter pickup (provides payment for one additional maintenance cycle - estimated payment of \$7,263.75).

COMMUNITY SERVICES

PARKS AND RECREATION

POLICE/FIRE

WMFD

WMPD

ENGINEERING/CONSTRUCTION PROJECTS

8) Downtown Riverfront Building Renovation - City Project #MARINA

Ordinance to authorize execution of a Contract with TBA Studio Architecture APC for architectural services for the project: Renovations for Downtown Riverfront Building.

9) Kiroli Park Trails - LWCF Grant - City Project #C24002

Ordinance to authorize execution of a Contract with Lazenby & Associates, Inc. for Engineering & Surveying services.

10) Kiroli Park Trails - LWCF Grant - City Project #C24002

Ordinance to authorize execution of a Contract with TBA Studio Architecture APC for architectural services for the Kiroli Park racquet sports expansion.

11) Kiroli Park Trails - LWCF Grant - City Project #C24002

Ordinance to authorize execution of a Contract with Robert N. Waxman/Waxmans III for consulting services relating to the Kiroli Park expansion (Trails, racquet sports, et al) and its funding through a Land and Water Conservation Grant.

12) Kiroli Dog Park Improvements - Project #C23004

Authorize Certificate of Substantial Completion with BGW Construction, LLC.

13) Trenton Street Shared-Use Path - State Project #H.015660 - City Project #000218

Ordinance to authorize execution of an Entity/State Agreement with LA Department of Transportation and Development (DOTD).

14) Project Updates

Lazenby & Associates, Inc.

S. E. Huey Co.

PUBLIC COMMENTS/OTHER BUSINESS

- 15) General Fund and Utility Fund Monthly Budget Reports.
- 16) West Monroe Fire Department October Fire Report.

ADJOURN

If you need special assistance, please contact Cindy Emory at 318-396-2600, and describe the assistance that is necessary.



BOARD OF ALDERMEN REGULAR MEETING

Tuesday, November 07, 2023 at 6:00 PM Council Chambers, City Hall, 2305 North 7th Street, West Monroe

MINUTES

NOTICE/MINUTES

Call to order/Verification of Attendance

PRESENT

Mayor Staci Mitchell Polk Brian Thom Hamilton Rodney Welch Ben Westerburg

ABSENT

Morgan Buxton

The meeting was opened with prayer by New Iona Presbyterian Church Pastor Lane Thompson. The Pledge of Allegiance was led by Highland Elementary School Student of the Year 5th grader Emma Lea.

Motion to Approve Minutes

Motion to approve the minutes of the October 16, 2023 Special Council Meeting.

Motion made by Hamilton, Seconded by Westerburg. Voting Yea: Brian, Hamilton, Welch, Westerburg

BUILDING AND DEVELOPMENT

Tabled: Ordinance to annex property located at 525 Thomas Road, West Monroe. TJO Holdings, LLC, applicant. Received a **favorable** review from the Planning Commission.

Tabled: Ordinance to rezone property located at 525 Thomas Road, West Monroe, from an O-L (Open Land) District to a B-3 (General Business) District. Assessor parcel #19796, #19798 & #19799. TJO Holdings, LLC, applicant. Received a **favorable** review from the Planning Commission.

LEGAL

<u>Ordinance 5257</u>: Ordinance to amend Sec. 2-4001 of the Code of Ordinances to authorize the Mayor to establish a policy for the procurement of supplies, equipment, construction services, and professional services for the City in the conduct of all of its federal programs, and to establish the related procurement methods and procedures.

Motion made by Welch, Seconded by Brian. Voting Yea: Brian, Hamilton, Welch, Westerburg

WMPD

<u>Ordinance 5248</u>: Ordinance to sell service firearm to retired Major Gary Aldridge. Introduced at the October 3, 2023 City Council meeting.

Motion made by Buxton, Seconded by Westerburg. Voting Yea: Brian, Hamilton, Welch, Westerburg

PAGE 2 COUNCIL MINUTES NOVEMBER 7, 2023

ENGINEERING/CONSTRUCTION PROJECTS

West Monroe Sports Complex - Project #000179

Authorize Change Order No. 005 (+ \$49,707.00; + 0 days) with Lincoln Builders of Ruston, Inc.

Motion made by Brian, Seconded by Hamilton. Voting Yea: Brian, Hamilton, Welch, Westerburg

Downtown Impr (Ph 1): Bridge St - Pine St - State Project #H.014676 - City Project #000193

Ordinance 5258: Ordinance to authorize execution of an Entity/State Agreement w/LA DOTD for State Project No. H.014676, Downtown Improvements (Phase 1): Bridge St - Pine St.

Motion made by Hamilton, Seconded by Westerburg. Voting Yea: Brian, Hamilton, Welch, Westerburg

Flanagan Street Water Main Replacement - Project #000202

Accept/Reject bids. All submitted bids exceeded Engineer's estimate and rejected.

Motion made by Westerburg, Seconded by Welch. Voting Yea: Brian, Hamilton, Welch, Westerburg

Flanagan Street Water Main Replacement - Project #000202

Authorize the City Clerk to re-advertise for bids.

Motion made by Westerburg, Seconded by Welch. Voting Yea: Brian, Hamilton, Welch, Westerburg

Mane Street Cross Drain Repair - Project #C23012

Authorize Change Order No. 1 (+ \$1,050.00 + 0 days) with BGW Construction, LLC.

Motion made by Hamilton, Seconded by Welch. Voting Yea: Brian, Hamilton, Welch, Westerburg

Kiroli Dog Park Improvements - Project #C23004

Authorize Change Order No. 1 (+ \$6,850.00 + 0 days) with BGW Construction, LLC.

Motion made by Westerburg, Seconded by Hamilton. Voting Yea: Brian, Hamilton, Welch, Westerburg

Project Updates

Robbie L. George, IV, P.E. (S.E. Huey, Co.) and Joshua D. Hays, P.E., M.S.C.E. (Lazenby & Associates, Inc.) presented the City Council with project updates for transportation, drainage, water and other.

ADJOURN

Motion made by Hamilton, Seconded by Brian. Voting Yea: Brian, Hamilton, Welch, Westerburg

ATTEST:

CINDY EMOR

CITY CLERK

APPROVED:

STACI ALBRITTON MITCHELL

MAYOR

Item 2)

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:	
	SECONDED BY:	

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO COMMIT TO SELL AND THEREAFTER TO TRANSFER CERTAIN DESCRIBED TANGIBLE NON-CONSUMABLE MOVABLE PROPERTIES WHICH ARE NOT NEEDED FOR ANY PUBLIC PURPOSES BY THE CITY OF WEST MONROE, LOUISIANA, TO A QUALIFIED MATERIALS RECYCLER WHICH COMMITS TO PURCHASE ON AN ON-GOING BASIS, THE HIGH BIDDER TO BE DETERMINED THROUGH INTERNET COMPUTER AUCTION PURSUANT TO R.S. 33.4711.1; THE CITY OF WEST MONROE, LOUISIANA RESERVING THE RIGHT TO REJECT ANY AND ALL OFFERS AND/OR TO REMOVE ALL OR ANY PORTION OF THAT MOVABLE PROPERTY FROM THE PROPOSED OBLIGATION TO TRANSFER, IF APPROPRIATE; TO AUTHORIZE EXECUTION OF AN AGREEMENT REFLECTING THE TERMS AND PROVISIONS OF THE TRANSFER ARRANGEMENT; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the public disposes of items of tangible non-consumable movable items having of no value but which are susceptible of recycling, and;

WHEREAS, the City of West Monroe, Louisiana, collects those items which are susceptible of recycling from the public, none of which items has any public purpose, and

WHEREAS, the collection of those items susceptible of recycling reduces the burden on the City for the collection of garbage within the City, and assists in limiting the fees charged for all garbage and trash disposal by reducing the quantities otherwise transported to the local landfills; and

WHEREAS, by sorting and baling the collected items and contracting with a qualified materials recycler, the costs incurred by the City are offset by the amounts to be received by the City by the materials recycler upon its receipt of those collected, sorted, and baled items, resulting in a benefit to the City and to the public.

NOW, THEREFORE:

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana, hereby declares the following desired movable items disposed of by the public and gathered and collected by the City have no public purpose or use by the City of West Monroe, Louisiana and, to any extent appropriate, is therefore declared surplus, and the City of West Monroe, Louisiana is hereby authorized to commit to transfer all those types of collected items described to a qualified materials recycler qualified to do business and currently doing business within the State of Louisiana which correspondingly commits to purchase and acquire all available described materials for a period

of at least one (1) year at an established standard price, all to be determined through internet computer auction pursuant to the provisions of R.S. 33:4711.1 and/or other applicable laws, and all upon the terms and provisions set forth below; and after award, to evidence this agreement to transfer and receive under the required terms and conditions through a written agreement which further defines those terms and the further conditions of the agreement. That movable property which is the subject of this proposed transaction is more particularly described as all listed materials below which are generated by or acquired by the City, as follows, to-wit:

Material Type	Estimated TPM	Purchase Price
OCC (Corrugated cardboard boxes)	5-15	HS SW (-) \$40
PET (Polyethylene terephthalate), baled	5,000 lbs	\$0.01 per lb
HDPE (High density polyethylene), colored, baled	7,000 lbs	\$0.04 per lb
HDPE (High density polyethylene), natural, baled	1,500 lbs	\$0.25 per lb

all F.O.B @ 2305 North 7th St, West Monroe, LA, and shall require execution of an agreement which includes a commitment to purchase for no less than one (1) year, and must provide and include that the successful bidder ("Buyer") must agree to buy, and City shall agree to sell, those grades of recyclable materials (the "Materials") in the type and estimated quantities generated in accordance with the listing above. The Materials will conform to the specifications described in the most recently published ISRI Scrap Specifications Circular and such other industry standard specifications. The items will not contain any items other than the Material Type shown, including but not limited to non-recyclable materials, hazardous materials, toxic substances or pollutants, contaminants, infectious wastes, medical wastes, animal wastes, or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations.

Buyer shall pay City a purchase price for each ton of Materials (the "Purchase Price") which shall be no less than shown on the "listing" set forth in the above. The Purchase Price shall be adjusted monthly based upon the first issue of the PPI Pulp & Paper Week publication each month. In the event the PPI Pulp & Paper Week publication either (i) changes pricing policy, (ii) ceases to publish, or (iii) no longer reasonably reflects the value of the Materials, then Buyer and City shall attempt in good faith to agree on a mutually-acceptable alternative method of establishing the purchase price.

Buyer shall be responsible for all delivery and Material collection costs. Payment shall be made within thirty (30) days of Buyer's acceptance of the Materials. Title and risk of loss shall pass from City to Buyer upon departure from City's facility. Buyer shall always have the right to inspect, accept, or reject the Materials at any time for non-conformance with the applicable specifications.

Either party may terminate the proposed Agreement by written notice to the breaching party if the breaching party fails to cure any default in the performance of any covenant or obligation under the Agreement within thirty (30) days after the breaching party receives written notice of the breach.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the use of any method or means allowed by R.S. 33:4711.1, or other applicable law, is hereby approved.

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that if determined or appropriate, Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, or her designee,

Item 2)

then the City of West Monroe, Louisiana, shall have the right to reserve the right to reject any and all bids and/or remove any and all portion of the movable property from the auction sale prior to its being offered, and/or sold, all with or without a minimum price, and that the terms, conditions and provisions of that sale are to be for cash at time of sale, and except as otherwise expressly provided above, all items to be sold in "as is" condition.

SECTION 4. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to pay any necessary costs associated with the sale from the proceeds of the sale.

SECTION 5. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, Mayor of the City of West Monroe, Louisiana, or her designee, is hereby authorized to take any and all other action and to execute any and all documentation as is necessary or desirable in order to further effectuate the provisions of this ordinance, including but not limited to execution of any and all bills of sale or other documents in order to evidence transfers of title of the movable property which is sold.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, this 21st day of November, 2023, the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 21ST DAY OF NOVEMBER, 2023
CINDY EMORY, CITY CLERK	STACI ALBRITTON MITCHELL, MAYOR
CITY OF WEST MONROE STATE OF LOUISIANA	CITY OF WEST MONROE STATE OF LOUISIANA

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STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:
	SECONDED BY:
AN ORDINANCE TO AUTHORIZE AN A OF WEST MONROE, LOUISIANA AND CUNITED - GULF COAST, LLC, D/B/A MCOMPANY WITH REGARD TO IT BEVERAGE SUPPLIER AND DISTRIE MONROE FOR A TERM OF TEN YEAR GOODS, SERVICES, AND FINANCIAL PROVIDE WITH RESPECT THERETO:	COCA-COLA BOTTLING COMPANY MONROE COCA-COLA BOTTLING SERVING AS THE EXCLUSIVE BUTOR TO THE CITY OF WEST RS IN EXCHANGE FOR CERTAIN
SECTION 1. BE IT ORDAINED by the Ma	ayor and Board of Aldermen of the City of West
Monroe, Louisiana, in regular and legal session con	evened, that Staci Albritton Mitchell, as Mayor
and on behalf of the City of West Monroe, Louisian	a, be and she is hereby authorized to enter into
a Beverage Agreement with Coca-Cola Bottling Co	mpany United - Gulf Coast, LLC d/b/a Monroe
Coca-Cola Bottling Company with regard to it herea	after serving as the exclusive beverage supplier
and distributor to the City of West Monroe, and cor	respondingly the exclusive beverage advertiser
for the City, for a term of ten (10) years in excha	nge for certain goods, services, and financial
benefits, such agreement to be similar in all sign	ificant and material respects to that example
beverage agreement attached hereto as Exhibit A.	
SECTION 2. BE IT FURTHER ORDAIN	ED by the Mayor and Board of Aldermen of the
City of West Monroe, Louisiana, in regular and legal	session convened, that Staci Albritton Mitchell,
as Mayor of the City of West Monroe, Louisiana, be	e and she is hereby further authorized to further
negotiate all the various terms and conditions of that	example beverage agreement as she determines
necessary or appropriate, and in the best interest of the	e City; and thereafter to take any and all actions
determined necessary or proper in order to effects	uate the terms and conditions of the executed
Beverage Agreement.	
SECTION 3. The above Ordinance was rea	d and considered by Sections at a public meeting
of the Mayor and Board of Aldermen, in regular an	d legal session convened, voted on by yea and
nay vote, passed and adopted this 21st day of Novers YEA:	
NAY:	
NOT VOTING:	

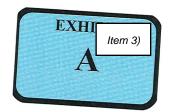
ABSENT:

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APPROVED THIS 21ST DAY OF NOVEMBER, 2023

CINDY EMORY, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA

Example BEVERAGE AGREEMENT



Parties:

BOTTLER:

ACCOUNT:

Coca-Cola Bottling Company United – Gulf Coast, LLC d/b/a Monroe Coca-Cola Bottling Company

City of West Monroe

The parties hereto are entering into this agreement (the "Agreement") because the Account wishes to grant to Bottler, and Bottler wishes to obtain, the exclusive rights set forth herein. Account represents and warrants that it has full right and authority to enter into this Agreement and to grant and convey to Bottler the rights set forth herein and that all requirements of the applicable public procurement laws are satisfied. In consideration of the premises and the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Definitions</u>. All defined terms used in this Agreement and not otherwise defined will have the meanings set forth below:
 - (a) "Agreement Year" means each twelve-month period during the Term beginning on the Effective Date (as defined in Section 2).
 - (b) "Approved Cups" means disposable cups approved by Bottler from time to time as its standard trademark cups and/or vessels and/or other (disposable and non-disposable) containers approved by Bottler all of which shall prominently bear the trademark(s) of Products on all of the cup surface. (Needed with Permitted Exceptions if the customer has fountain)
 - (c) "Beverages" means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups® pods and all other beverage bases from which Beverages can be made, and brands and products of water purification and beverage making systems (e.g. Brita®, Soda Stream®, Keurig®) are deemed to be included in this definition. For the avoidance of doubt, "flavor enhancers", "liquid water enhancers", and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages.
 - (d) "Competitive Products" means all Beverages which are not Products.
 - (e) "Concessionaire" means any current or future third-party food or beverage service provider under agreement with Account at the Facility that directly or indirectly relate to the sale or service of Beverages.
 - (f) "Facility" or "Facilities" means the entire premises of City of West Monroe; City Hall located at 2305 North 7th Street, Ike Hamilton Expo Center located at 501 Mane Street, West Monroe Convention Center located at 902 Ridge Avenue, Kiroli Park located at 820 Kiroli Road, West Monroe Sports and Event Facility located at 875 Constitution Drive, Rec at 7th located at 1802 North 7th Street, Brady Fields located at 3110 North 7th Street, Restoration Park located at 700 Downing Pines Road, Lazarre Park located at 703 South Riverfront, and any entities that report to Community Affairs or Parks and Recreation Facilities, including all currently existing and future buildings, and includes, without limitation, the grounds, parking lots, all vending and concession areas, sidelines, benches and locker rooms, branded and unbranded food service outlets and dining facilities.
 - (g) "Freestyle" means a fountain dispenser that combines ingredients (microdosed beverage components, beverage mixes and flavors stored in cartridges and nutritive and non-nutritive sweeteners stored in bag-in-boxes and/or cartridges) to create a wide variety of branded fountain beverages.
 - (h) "Products" means Beverages purchased, or available for purchase directly from Bottler or sold through vending machines owned and stocked exclusively by Bottler.

- (i) "Unattended Retail Services" the provision and sale of Beverages, fresh brewed beverage(s), prepackaged food, snacks, and/or sundries through self-service kiosks, which permit sales directly to the consumer at the Facility without person-to-person interaction.
- 2. <u>Term.</u> This Agreement shall be in effect for a period of Ten (10) year(s) beginning December 1, 2023 (the "Effective Date") through November 30, 2033 (as such may be extended, the "Term") but in no event shall the Term extend beyond any limitation in any applicable public bid law. If the Effective Date referenced in the foregoing sentence is blank, such term shall mean the last signature date of this Agreement.

3. Advertising Rights.

- (a) Account hereby grants to Bottler the exclusive right to advertise Beverages and specifically Products (i) at the Facilities and (ii) in connection with the Facilities. No permanent or temporary advertising, signage or trademark visibility for Competitive Products will be displayed or permitted anywhere at the Facilities.
- (b) Bottler will have the exclusive right to advertise the Products as the "official" or "exclusive" soft drink, sports drink, water, tea, energy drink and/or juice or juice drink, etc. of the Facilities.
- (c) Account hereby grants to Bottler a royalty-free license, exclusive for Beverages, to use the trademarks, logos and other intellectual property of the Account and Facility ("Account Marks") in connection with the promotion of Products. Such promotion may occur in advertising (TV, radio, print, social media and/or other electronic means), packaging, vessels, promotional materials, and point of sale materials for Products and may be in connection with the marks and logos of Bottler's other accounts. Account agrees to engage in tow (2) promotions each Agreement Year of the Term.
- (d) Account agrees that Bottler's advertising shall be positioned at all times in such a manner that the advertising message is in no way obscured (electronically or otherwise) and is clearly visible to the general public. The Products shall be prominently listed on any menu boards located at the Facility and all equipment dispensing Products shall be prominently identified with the trademarks/logos corresponding to such Products.
- (e) Account further agrees that only Products will be dispensed in Bottler's equipment and that no other trademarked Beverage-dispensing equipment, coolers or containers will be permitted at the Facilities.
- (f) Account will not enter into any agreement or relationship whereby any Competitive Products are associated in any manner with Account, the Facility, or any of the Account Marks in any advertising or promotional activity of any kind.
- (g) Permitted Exception for Special Promotional Events. During the Term, temporary advertising for Competitive Products may be displayed at a Facility during Special Promotional Events (as defined below); provided, however, that (i) Sponsor's marketing, advertising and promotional rights under this Agreement will not be affected during any such Special Promotional Event(s), (ii) Competitive Products will not be sold, distributed, dispensed, served, or, without Sponsor's prior written consent, sampled, during any such Special Promotional Event(s), (iii) blockage of any signage Sponsor may have at the Facilities will not occur during any such Special Promotional Event(s), except for incidental blockage due to the construction and/or placement of a person, stage or other structure necessary to and actually used during the Special Promotional Event(s), and (iv) all temporary signage for Competitive Products will be promptly removed from the applicable Facility upon the conclusion of the Special Promotional Event(s). "Special Promotional Events" means and is limited to sporting events, concerts, theatrical or comedic performances, conventions, trade shows, and/or other events occurring at the Facilities and having a duration of three (3) days or less. Each of the above also must meet the following additional requirements: (a) the event must be sponsored by a manufacturer, distributor, or marketer of Competitive Products under a sponsorship agreement with the owner or operator of the subject event (e.g., an athletic conference, a concert or theatrical production company, or a trade show or convention production company), but not with Account; (b) such sponsorship agreement must require on-site advertising for such Competitive Products; and (c) Account must provide Sponsor with prior written notice of each event which it intends to designate as a Special Promotional

Event at least thirty (30) days prior to the subject event; and (d) Sponsor must approve each such Special Promotional Event in writing, which approval will not be unreasonably withheld or delayed.

4. Product Rights.

- (a) Except only with respect to Concessionaires, Account hereby grants to Bottler the exclusive right to sell, serve, distribute or otherwise make available Beverages at the Facilities. Account and/or its Concessionaires shall purchase all Beverages (and cups, lids and carbon dioxide, if applicable) directly from Bottler. Notwithstanding anything in this Agreement to the contrary, no Competitive Products may be sold, dispensed, sampled, served, or otherwise made available anywhere at the Facilities. Account agrees not to sell or distribute, directly or indirectly, any Products purchased hereunder outside of the Facility. Products offered in cups shall be offered in Approved Cups.
- (b) Account agrees to offer 20oz packaged Products Exclusively at all events held at the Facilities. The West Monroe Sports and Events Facility located at 875 Constitution Drive in West Monroe, Louisiana has the right to serve Fountain Beverages along with offering 20 oz Still Beverage Products.
- (c) Account hereby grants to Bottler the exclusive Beverage vending rights at the Facilities and exclusive rights to provide Unattended Retail Services at the Facilities.
- 5. <u>Consideration</u>. In consideration of the rights and benefits granted to Bottler hereunder, Bottler agrees to provide Account with the specific items set forth in <u>Exhibit A</u> (collectively "Consideration"). If Bottler has agreed to make any payments for rebates, commissions, or other consideration by check or ACH, Bottler is not obligated to make such payments until the balance due to Customer is at least \$50. After the balance due reaches \$50, the payment will be made on the next regularly scheduled payment date. Bottler may adjust the frequency of such payments if \$50 or more is not earned in any payment period.
- 6. Pricing. Account shall be entitled to purchase bottle/can Products (and cups, lids and carbon dioxide, if applicable) from Bottler in accordance with Bottler's then current trade prices. Thereafter, prices are subject to change each Agreement Year. Price increases generally occur automatically on January 1st of each Agreement Year. However, in the event of an increase in a component of Bottler's cost of goods, manufacture or delivery, or increases in taxes, deposits or other government related fees, Bottler may further increase prices to cover such increased costs at other times during the Agreement Year; in which case Bottler will provide thirty (30) days' written notice to Account prior to such price changes taking effect.
- 7. Equipment. During the Term, Bottler will loan to Account, subject to the terms of Bottler's Equipment Placement Addendum ("EPA") attached hereto as Exhibit B, at no cost, the Beverage dispensing equipment reasonably required and as mutually agreed upon to dispense Products at the Facility ("Equipment"). Account agrees that Bottler shall have the right to place a quantity of Beverage vending machines, coolers or other Equipment, determined by Bottler in its discretion, in mutually agreed upon locations at the Facility. Upon thirty (30) days' notice from Bottler, Bottler shall have the right to remove any Equipment, in its discretion, and Account shall provide immediate physical access to Bottler for the removal of such Equipment. The Equipment will not include Freestyle equipment. Account hereby agrees to the terms of the EPA set forth in Exhibit B.
- 8. <u>Concessionaire</u>. In the event Account employs a Concessionaire, Account will cause Concessionaire to purchase from Bottler all requirements for Beverages (and cups, lids and carbon dioxide, if applicable). Such purchases will be made at prices and on terms set forth in Bottler's existing agreement with Concessionaire, if any. If no agreement exists between Concessionaire and Bottler, such purchases will be made at prices and on terms set forth in this Agreement. Notwithstanding anything herein to the contrary, Bottler shall not pay to Account any Consideration for a purchase of Products by a Concessionaire to the extent that Bottler is required to pay the Concessionaire any funding duplicative of the Consideration for the same purchase of Products pursuant to an existing agreement between the Concessionaire and Bottler. In the event of a default in any of Concessionaire's obligations owing to Bottler, Account will use commercially reasonable efforts to cause Concessionaire to cure such default.
- 9. <u>Termination</u>. If any of the following events occur during the Term of this Agreement, Bottler may (in addition to any other remedies available) terminate this Agreement immediately upon notice to Account: (a) Account breaches any

of its obligations set forth in this Agreement and fails to cure such breach within 30 days' written notice thereof; (b) any federal, state or local law, rule, regulation or order prohibits, restricts or in any manner interferes with the sale or advertising of Beverages; (c) Account files a petition under any bankruptcy law or becomes insolvent or makes any general assignment for benefit of creditors; or (d) Account's full right and authority to enter into this Agreement and to grant and convey to Bottler the rights set forth herein has expired or been revoked. In the event of any termination of this Agreement, Account shall (i) provide immediate physical access to Bottler for the removal of any Equipment and Scoreboards, (ii) pay to Bottler a pro rata portion of the costs of refurbishing and installing the Equipment, and (iii) pay to Bottler the unearned portion of any Consideration.

- 10. Right to Off-Set and Withhold. In the event Account or Concessionaire fails to pay Bottler any invoice due for Products received, transshipment charges or upon any other basis, Bottler shall have the right to deduct the amount of such unpaid invoice, transshipment charge or other charge from any Consideration otherwise due from Bottler to Account. Bottler shall have the right to withhold and not pay further any amounts which may become payable to Account pursuant to this Agreement if: (i) Account has failed to perform its obligations hereunder, (ii) Bottler's rights hereunder have been lost, limited or restricted, or (iii) there exists a bona fide dispute between the parties. Nothing in this section shall operate to restrict any of Bottler's other remedies in the event of a material breach by Account.
- 11. Adjustment. If (i) any of the rights granted to Bottler herein are materially restricted or limited during the Term, including as a result of a Force Majeure Event (as defined in Section 13), or (ii) if any material component of the Facility is closed, or substantially closed, to customers for a period of thirty (30) consecutive days, or (iii) if the volume of Products sold to the Account decreases for any reason in any twelve month period by ten percent (10%) or more over the prior twelve month period, then in addition to any other remedies available to Bottler, Bottler may elect to adjust any Consideration to fairly reflect the decreased value of rights granted to Bottler hereunder (and Account will pay to Bottler a refund of any prepaid amounts in excess of such reduced Consideration and a pro rata refund of the costs of refurbishing and installing the Equipment).
- 12. <u>Notices</u>. Any notice or other communication under this Agreement must be in writing and must be sent by registered mail or by an overnight courier service (such as Federal Express) that provides a confirming receipt. Notice is considered duly given when it is properly addressed and deposited (postage prepaid) in the mail or delivered to the courier. Unless otherwise designated by the parties, notice must be sent to the following addresses:

If to Bottler:

Coca-Cola Bottling Company United – Gulf Coast, LLC d/b/a Monroe Coca-Cola Bottling Company 1300 Martin Luther King Jr Drive Monroe, LA 71202-3738

With a copy to:

Coca-Cola Bottling Company United, Inc. 4600 East Lake Boulevard Birmingham, AL 35217 Attn: General Counsel

If to Account:

City of West Monroe 2305 North 7th Street West Monroe, LA 71291 ATTN: City of West Monroe Mayor

- 13. <u>Force Majeure</u>. The failure of a party to comply with the terms and conditions hereof because of an act of God, strike, labor troubles, war, fire, earthquake, hurricane, tornado, epidemic, act of terror or public enemies, action of federal, state or local governmental authorities, or for any reason beyond the reasonable control of such party ("Force Majeure Event"), will not be deemed a breach of this Agreement. Such party will resume full performance of and compliance with the terms and conditions hereof promptly upon removal of any such Force Majeure Event.
- 14. <u>Claims</u>. In no event will Bottler accept any audits of, or claims of discrepancies or errors in, pricing, rebates, commissions, funding, discounts, or other Consideration provided under this Agreement ("Claims") more than forty-five (45) days from the date of invoice, commission report, check or other applicable documentation. In order to submit a Claim, Account shall provide Bottler a detailed, written request specifying the particular price, commission,

funding, product, amount in dispute and reason for dispute, along with a true copy of the original invoice, commission report, check or other applicable documentation. Bottler will review each Claim in good faith and provide responses to each Claim submitted in accordance with this Section. Bottler will work directly with the Account to resolve any Claims or audit issues but will not interact with third-party auditors or contractors. Any audits requested by Account shall take place during normal business hours and shall be conducted at Bottler's place of business.

15. Miscellaneous. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, without reference to its conflict of law rules. Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder. If any portion of this Agreement is severed, that is, held indefinite, invalid, or otherwise unenforceable, the rest of this Agreement continues in full force. But if the severance of a provision affects a party's rights, the severance does not deprive that party of its available remedies, including the right to terminate this Agreement. Account shall not obtain, by this Agreement, any right, title or interest in the trademarks of The Coca-Cola Company or Bottler, nor shall this Agreement give Account the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of Bottler or The Coca-Cola Company. During the Term, and for a one (1) year period thereafter, the parties shall keep the terms of this Agreement confidential, subject to applicable laws. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, **VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL** PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS IT **CONTEMPLATES.** This waiver applies to any action or legal proceeding, whether arising in contract, tort or otherwise. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral. In the event of a conflict between the provisions of this Agreement and a provision in any other document including any "click through" or other online terms and conditions referenced in any such documents or in a website (collectively, "Supplemental Terms"), the provisions of this Agreement shall control. No Supplemental Terms shall modify, amend or supplement the terms of this Agreement, even if such Supplemental Terms are accepted or acknowledged by a party after the execution of this Agreement. Account may not assign this Agreement without the prior written consent of the Bottler. All amendments to or waivers of this Agreement must be in writing signed by all the parties. Bottler's delay or failure to exercise any of its rights hereunder will not operate as a waiver thereof. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

BOTTLER	ACCOUNT
By:	Ву:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Exhibits Attached:

Exhibit A – Consideration
Exhibit B – Equipment Placement Addendum

EXHIBIT A

CONSIDERATION

- 1. <u>Upfront Marketing Fee</u>. Bottler agrees to pay Account a one-time Upfront Marketing Fee in the amount of Twenty Thousand Dollars (\$20,000) (the "**Upfront Marketing Fee**"). The Upfront Marketing Fee shall be paid within sixty (60) days after the date this Agreement is fully executed and shall be deemed earned pro rata on a daily basis over the entire Term.
- 2. <u>Annual Marketing Fees</u>. Bottler agrees to pay Account One Thousand Dollars (\$1,000) each Agreement Year of the Term (the "Annual Marketing Fees"). The first installment shall be payable within sixty (60) days after the date this Agreement is fully executed, and subsequent installments shall be due on or about the anniversary date of the Effective Date in each Agreement Year remaining in the Term. The Annual Marketing Fees shall be deemed earned pro rata on a daily basis over the Agreement Year for which they are paid.
- 3. <u>Commissions</u>. Bottler agrees to pay Account a monthly commission based on the commission rates and initial vend prices set forth below. All taxes, deposits, recycling fees, other handling fees, communication charges and credit and debit card fees, if any, may be deducted from funds collected before calculating commissions. Commissions shall not be payable on any sales from vending machines not filled and serviced exclusively by Bottler. Bottler will take a .25 (twenty-five) cent price increase in years 3 (three), 5 (five) and 7 (seven). Bottler may further adjust the vend prices and/or commission rates to recover its costs, including cost of goods, to implement cash discounts, or as it otherwise deems necessary or desirable, in its sole discretion. Commissions will be paid each month following the month in which they are earned, with an accounting of all sales and monies in a form reasonably satisfactory to the Account and shall become immediate property of Account.

Product		Commission Rate
20oz Sparkling		20%
20oz Powerade		20%
20oz Dasani		20%
16oz Monster	100	20%
16oz Body Armor		20%
12oz Minute Maid		20%

4. <u>Rebates</u>. Bottler agrees to pay Account rebates in the amounts set forth below for each standard physical case of Product purchased and paid for by Account for sale at the Facility (the "Rebates"). The Rebates shall be paid annually, in arrears, within Sixty (60) days after the end of each applicable Agreement Year in which the Rebates were earned and will be based on Bottler's case sales records.: Rebates shall not be earned on sales of Products through Bottler's full-service vending machines.

Product	Rebate Amount
20oz Core Sparkling (24 Count)	\$10.00
20oz Powerade (24 Count)	\$10.00
20oz Dasani (24 Count)	\$10.00
12oz & 16oz Monster Energy & NOS (24 Count)	\$5.00
16oz Body Armor (12 Count)	\$3.00
12oz Minute Maid Juice	\$3.00
Dunkin Donuts (12 Count)	\$2.00
Bag-in-Box (Fountain)	\$2.00/gallon

- **5.** <u>Scoreboard(s)</u>. Bottler agrees to provide Account with scoreboard(s) or scoreboard funding on the terms and conditions set forth below:
 - (a) Bottler shall pay the cost of purchasing scoreboard(s) (the "Scoreboard(s)"), up to One Hundred Fifty Thousand Dollars (\$150,000) ("Scoreboard Funding") in accordance with the schedule below.

Agreement Year	Scoreboard Value
Agreement Year 1	Up to One Hundred Thousand Dollars (\$100,000)
Agreement Year 5	Up to Fifty Thousand Dollars (\$50,000)

The Scoreboard(s) shall be installed at the Facility locations by Account in accordance with applicable building and electrical codes. The Scoreboard Funding shall be deemed earned pro rata on a daily basis from the date of installation over the remaining Term. THE PROVISION OF THE SCOREBOARD(S) IS ON AN "AS IS" BASIS. BOTTLER HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITA-TION, THOSE OF MERCHANTABILITY AND FITNESS FOR INTENDED USE, AND BOTTLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES.

- (b) Bottler shall be entitled to premiere and exclusive Beverage advertising rights on the Scoreboard(s) and at the Facility, and Account will not grant advertising rights at the Facility with respect to any Competitive Products.
- (c) Account shall operate and maintain the Scoreboard(s) in good condition and repair during the Term of this Agreement at Account's expense and allow access by Bottler's personnel to change the promotional message on the Scoreboard(s), such changes to be mutually agreed upon.
- (d) Account shall pay all costs of operating the Scoreboard(s) including, but not limited to, all utility charges and lamp replacement.
- (e) To the extent permitted by the laws of Louisiana, Account shall indemnify, defend, and hold Bottler and Bottler's officers, agents, employees, directors, shareholders, affiliates, successors, and assigns harmless from all losses, damages, claims, suits, proceedings, damages and liabilities of any nature, and all costs and expenses, including reasonable attorneys' fees, resulting from any and all claims, demands, or rights of action that may be asserted at any time against Bottler which are caused by or result from Account's possession, use, or operation of the Scoreboard(s).
- (f) Account shall maintain the following insurance:
- (i) All risk property insurance in an amount equal to the replacement cost of the Scoreboard(s), and general liability insurance in the amount of \$2,000,000 per occurrence, including contractual liability for this Agreement and name the Bottler as additional insured, or the maximum insurance coverages for property damage and personal injury which are permitted by law. Certificates of Insurance confirming the existence of such coverages shall be provided to Bottler annually and Account will provide Bottler with thirty (30) days' prior written notice of cancelation, non-renewal or material change of such insurance.
- (g) [The Scoreboard(s) shall be the property of the Account. During the Term and upon expiration or termination of this Agreement, Account shall retain ownership of the Scoreboard(s). Account shall pay all taxes, permit and license fees associated with the installation, use and ownership of the Scoreboard(s). Account shall not sell or otherwise convey the Scoreboard during the Term without Bottler's prior written consent.
- (h) As a material inducement to Bottler to provide the Scoreboard Funding, Account agrees that at all times, during and after the Term of this Agreement, (i) Bottler's Product logo(s) shall be displayed on the Scoreboards in a manner clearly visible to the general public, and (ii) no Competitive Products shall be advertised on the Scoreboards (collectively, the "Scoreboard Exclusivity Conditions"). The Scoreboards shall be the property of the Account subject to the Scoreboard Exclusivity Conditions. During the Term and upon expiration or termination of this Agreement, Account shall retain ownership of the Scoreboards so long as the Scoreboard Exclusivity Conditions are satisfied. Account acknowledges and agrees that all right, title, and ownership interest in the Scoreboards shall revert to Bottler in the event the Scoreboard Exclusivity Conditions are not satisfied at any time. Account shall pay all taxes, permit and license fees associated with the Account's installation, use and ownership of the Scoreboards. Account shall not sell or otherwise convey the Scoreboards without Bottler's prior written con-sent. These terms shall survive any expiration or termination of this Agreement.

- 6. In-kind Marketing Fund. Each Agreement Year, Bottler agrees to make available to Account in-kind marketing support for mutually agreed marketing activities, such as menu boards, banners, sideline equipment or other items, with an aggregate estimated retail value of up to Five Thousand Dollars (\$5,000), as determined in good faith by Bottler ("Marketing Fund"). If the entire Marketing Fund is not used within the Agreement Year for which it is budgeted, the Marketing Fund remaining at the end of the Agreement Year shall be forfeited by Account and retained by Bottler with no further obligation. Account understands and acknowledges that it will not receive cash in lieu of In-kind Marketing Support.
- 7. <u>Complimentary Product</u>. Each Agreement Year, Bottler shall make available to Account complimentary Products of Bottler's choosing with an aggregate estimated retail value of Two Thousand Five Hundred Dollars (\$2,500), as determined in good faith by Bottler. Such complimentary Products will be provided to Account upon reasonable advance request. Account must request all available complimentary Products during the course of each Agreement Year. If Account does not request all available complimentary Products by the end of each Agreement Year, then any complimentary Products remaining at the end of each Agreement Year shall be forfeited by Account and retained by Bottler with no further obligation. Complimentary Products are not to be resold.

8. Event Trailers.

- (a) In connection with this Agreement, Account may have the opportunity to use a trailer supplied by Bottler for concession sales of Products at Account events ("Event Trailer"). Bottler shall not be liable to Account for any claims based on or arising out of injury to person or property in any way relating to Account's use of an Event Trailer, except such claims as might arise solely out of Bottler's gross negligence or willful misconduct. In no event and under no circumstances shall Bottler be liable to Account for any claims based upon or arising out of lost profits or prospective profits, loss of Product, or consequential, special or incidental damages in any way relating to Account's use of an Event Trailer.
- (b) To the extent permitted by the laws of Louisiana, Account shall indemnify, defend and hold Bottler, its parent companies and each of their respective officers, agents, employees, directors, shareholders, affiliates, successors, and assigns harmless from all losses, damages, claims, suits, proceedings, and liabilities of whatever nature, and all resulting costs and expenses, including reasonable attorneys' fees, arising from or related to any bodily injury or death of any person or damage to real or personal property caused by any act or omission of Account, its personnel or agents in connection with Account's use of an Event Trailer.

EXHIBIT B

EQUIPMENT PLACEMENT ADDENDUM

During the Term of the Agreement, Bottler may provide to Account Equipment (as defined below), subject to the terms of this Equipment Placement Addendum ("EPA"). The terms of this EPA shall apply to each piece of Equipment commencing on its date of installation at any Account Location ("Commencement Date"). THE TERMS OF THIS EPA WILL CONTINUE IN EFFECT WITH RESPECT TO EACH PIECE OF EQUIPMENT UNTIL THE EQUIPMENT HAS BEEN RETURNED TO BOTTLER AND WILL SURVIVE THE EXPIRATION OR TERMINATION OF ANY AGREEMENT INTO WHICH THIS EXHIBIT IS INCORPORATED. Any term capitalized, and not otherwise defined herein, shall have the meaning given in the Agreement.

- 1. Installation and Use Restrictions. Bottler may, from time to time, deliver and install Equipment (which term encompasses all equipment provided by Bottler at any time, including, without limitation, vending machines, coolers, fountain equipment, racks and/or any replacement parts, replacements, additions or accessories) reasonably required and as mutually agreed upon to dispense the Bottler's Products. Account shall use the Equipment only at the particular location to which such Equipment is actually delivered unless otherwise agreed by Bottler. At all times during the term of this Agreement, Account shall maintain records of the location of all Equipment and promptly provide copies of such records to Bottler upon request. The Agreement and this EPA, in addition to any additional documents and/or records by and/or between the parties describing the Equipment and the location(s) where such Equipment is placed, shall be maintained by Bottler and shall constitute the official book of record pertaining to the Equipment. Account hereby agrees that: (i) no logo, trademark, advertisement, or other indication of Bottler's ownership of the Equipment shall be obstructed, defaced, or removed, and no other logo, trademark, or advertisement shall be attached to the Equipment; (ii) the Equipment shall not be obstructed, moved, or removed without the prior written consent of Bottler; (iii) the Equipment shall not be sold, reassigned, loaned, leased, or rented to any other party except as authorized by Bottler; in which case, Account shall remain fully responsible for the Equipment as per the terms of this Agreement; (iv) no racks, merchandise, or any other objects shall be placed on top of or attached to the Equipment unless expressly authorized by Bottler; and (v) Account will not attach the Equipment, or allow the Equipment to be attached, in such a manner as to become part of the realty as a fixture or otherwise, and that the Equipment will be maintained so that it may be easily removed without damage to buildings or realty.
- 2. <u>Operation.</u> In consideration of the provision of the Equipment by the Bottler to Account pursuant to the Agreement, Account agrees to purchase from Bottler and store in, or sell through, the Equipment only products supplied by Bottler. In Bottler's sole discretion, a review of Account's product purchase volume and Equipment usage may justify ongoing Equipment placement or Equipment removal. Removal of any piece of Equipment will not affect the term of any agreement between the parties, and this EPA shall survive with respect to any Equipment remaining in Account's possession.
 - a. If Bottler is providing full-service vending, Account agrees to permit Bottler to place the vending Equipment on Account's premises. Bottler shall stock such vending Equipment and shall collect all vending proceeds from the sale of beverages. If Bottler has agreed to pay Account a commission on sales through the Equipment, all taxes, deposits, recycling fees, other handling fees, communication charges and credit and debit card fees, if any, may be deducted from funds collected before calculating any commissions due to Account.
 - b. Bottler hereby loans the Equipment to Account; however, during the term of this Agreement, Bottler reserves the right, upon prior notice to Account, to lease or rent the Equipment to the Account and, upon commencement of the lease or rental program, Account agrees to pay a monthly rental/lease amount. Bottler may change the rental/lease rate charged under this Agreement by sending notice of such change to Account at its present address. Account may terminate this Agreement as set forth herein if it objects to such change.
 - c. If the Equipment includes a fountain beverage dispenser, Account agrees to permit Bottler to install the fountain Equipment on Account's premises. Account agrees such fountain Equipment will be used only for the purpose of dispensing fountain beverage products of The Coca-Cola Company ("Company"), such as Coca-Cola® classic (or Coke®), diet Coke® and Sprite®, and other fountain products distributed by Bottler with the understanding that no product of PepsiCo, Inc. or of an affiliate thereof may be dispensed. Account further agrees not to dispense any product whose pungency could affect the normal taste or quality of the Company's fountain beverage products.
- 3. Ownership. Bottler is and, at all times, shall remain, the exclusive owner of the Equipment. Account shall protect Bottler's title and keep the Equipment free from all claims, liens, and encumbrances arising from the actions or inactions of Account. Account's obligation under this paragraph remains until such time as Bottler or Bottler's designee picks up the Equipment. Account authorizes Bottler to execute and file any additional instruments in all jurisdictions where it deems it necessary to perfect and maintain Bottler's interest in the Equipment. Bottler shall have the right, during Account's regular business hours, to inspect the Equipment at Account's premises or wherever the Equipment may be located and to review all records that reasonably relate to the Equipment upon reasonable notice to Account. Account shall promptly notify Bottler of all details arising out of any alleged encumbrances thereon or any accident allegedly resulting from the use or operation thereof.
- 4. Service and Repair. Account shall take reasonable care of the Equipment. Bottler agrees to provide reasonable service and repair for the Equipment during the term hereof. Account shall allow Bottler to enter its premises for the purpose of inspection or performance of such service and repair, or necessary replacement or return or removal of the Equipment. In the event additional service and repair is requested by Account or reasonably necessary as a result of Account's negligence or willful misconduct, Bottler may bill Account its standard rate per service call. All service and repair calls must be exclusively handled or authorized by Bottler. Account's sole recourse against Bottler with

respect to service and repair provided by Bottler or its agents to the Equipment is that Bottler will correct any defective workmanship at no additional charge to Account, provided that Bottler is given prompt notification of any defective workmanship. Account shall promptly notify Bottler of any Equipment malfunction and take reasonable steps to mitigate any risk of injury to person or property arising from such malfunction. For example, if a piece of Equipment is not cooling properly, Account will unplug that piece of Equipment until it is repaired or replaced by Bottler.

- 5. Disclaimer of Warranties; Liability and Costs. Account acknowledges that Bottler is not the manufacturer of the Equipment. BOTTLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES AS TO THE FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, CONSTRUCTION, CONDITION, SPECIFICATIONS, OR PERFORMANCE OF THE EQUIPMENT. Account accepts no warranties and expressly waives any implied warranties as to the fitness for a particular purpose, merchantability, design, construction, condition, specification, or performance of the Equipment. Except to the extent attributable to the gross negligence or willful misconduct of Bottler, Account hereby assumes liability for any and all damage to (normal wear and tear excepted), or loss of, the Equipment from the time the Equipment is delivered to Account until returned to or removed and accepted by Bottler. Account assumes responsibility to report any damage to, or loss of, Equipment to Bottler immediately. To the extent any payment is due from Bottler to Account under the Agreement or otherwise, Bottler may deduct from such payment the cost of repair or replacement of Equipment due to damages for which Account is responsible hereunder. All taxes, licenses, charges, or other fees which may be imposed on Account's sales of products through the Equipment or in connection with this Agreement by any taxing authority, shall be borne by Account.
- 6. Exculpation; Indemnity. CUSTOMER ACKNOWLEDGES THAT INSTALLATION, USE, OR OPERATION OF EQUIPMENT CARRIES INHERENT RISKS INCLUDING BUT NOT LIMITED TO FLOODING AND DAMAGE TO FIXTURES AND OTHER PROPERTY. Bottler shall not be liable to Account for any claims based on or arising out of injury to person or property in any way relating to the installation, use, repair, or operation of the Equipment, except such claims as might arise solely out of Bottler's gross negligence or willful misconduct. In no event and under no circumstances shall Bottler be liable to Account for any claims based upon or arising out of lost profits or prospective profits, loss of product, or consequential, special or incidental damages in any way relating to the installation, use, repair, or operation of the Equipment. To the extent permitted by the laws of Louisiana, Account shall indemnify and hold Bottler and Bottler's officers, agents, employees, directors, shareholders, affiliates, successors, and assigns (hereinafter the "Indemnified Parties") harmless from all losses, damages, claims, suits, proceedings, damages and liabilities of whatever nature, and all costs and expenses, including Indemnified Parties' reasonable attorneys' fees resulting from any and all claims, demands, or rights of action that may be asserted at any time against Bottler which are caused by or result from Account's negligence or willful misconduct in the possession, use or operation of the Equipment or due to Account's breach of any provision of this EPA. Account represents and warrants that plumbing and electrical service on the property is proper and adequate for the installation and use of the Equipment, and Account will not use extension cords or other electrical connections not expressly approved by Bottler. Account agrees to indemnify and hold harmless Bottler from any damages arising out of Account's plumbing or electrical hook-up or service. Notwithstanding anything herein to the contrary, the provisions of this section will survive termination of the Agreement.
- 7. <u>Termination or Expiration.</u> Upon termination or expiration of the Agreement, Account shall promptly return all Equipment to Bottler.
- 8. Remedies. In the event of Account's breach of this EPA, Bottler shall have the immediate right to exercise any one or more of the following remedies: (w) to terminate the Agreement; (x) to declare the entire amount of any rent immediately due and payable, without notice to or demand of Account; (y) to take possession of any or all of the Equipment without demand or notice wherever the same may be located, without any court order or other process of law; or (z) to pursue any other remedy at law or in equity. If the Equipment is not made accessible by Account, then Account shall pay all costs and expenses relating to the removal of the Equipment, including reasonable attorneys' fees incurred by Bottler in enforcing its rights hereunder by litigation or otherwise. If this Agreement is terminated with respect to any piece of Equipment for any reason prior to one year from the commencement date hereof, then Account shall pay Bottler all costs and expenses for installation, removal and refurbishment of the Equipment. All rights and remedies provided herein may be exercised exclusively, concurrently, or cumulatively with any other right or remedy hereunder, or as otherwise provided by law.
- 9. Casters (if applicable). If Account requests, at any time during the term of the Agreement, that Bottler provide the Equipment equipped with casters, the following provisions shall apply. Account represents and warrants that the Equipment is required by a governmental authority pursuant to applicable health, safety, sanitary or other applicable codes or ordinances, or the Account desires the Equipment to be equipped with casters to permit the efficient and thorough cleaning of the Equipment and surrounding areas. Account recognizes and acknowledges that the casters provided on the Equipment are not designed or intended to allow for the movement of the Equipment beyond the minimal distances required for cleaning of the immediate area and are not designed for movement from room to room or other similar distances. Account agrees that it shall not, and shall not permit its employees, agents, or subcontractors to use the casters to move the Equipment beyond the short distances necessary to adequately clean and maintain the Equipment and immediately surrounding areas. Account agrees not to otherwise move or displace the Equipment from the area in which it was placed by Bottler. Any violation of this section by Account shall constitute a breach of this EPA.
- 10. <u>Miscellaneous.</u> To the extent that any of the terms of this EPA conflict with the terms set forth in any other agreement between the parties (and the effect of such conflict diminishes the rights of Bottler under this EPA), the terms of this EPA will control; provided further that removal of any Equipment will not affect the terms of any other agreement between the parties.

BOARD OF TRUSTEES HASLEY CEMETERY TRUST FOR THE CITY OF WEST MONROE, LOUISIANA

RESOLUTION NO.	MOTION BY:
	SECONDED BY:

A RESOLUTION BY THE MAYOR AND BOARD OF ALDERMAN OF THE CITY OF WEST MONROE, ACTING AS THE BOARD OF TRUSTEES OF THE HASLEY CEMETERY TRUST FOR THE CITY OF WEST MONROE, LOUISIANA, TO DESIGNATE A METHOD OF APPOINTING THE SECRETARY FOR THE BOARD; TO AUTHORIZE THE SECRETARY TO EXECUTE DEEDS FOR THE SALE OF BURIAL PLOTS; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the Board of Trustees of the Hasley Cemetery Trust For The City Of West Monroe, Louisiana, had recently appointed a new secretary for the Board of Trustees but that appointee has resigned to seek different employment; and

WHEREAS, it is burdensome for the Board to meet solely for incidental administration or operational matters, such as the appointment of a new secretary for the Board; and

WHEREAS, it will be much more efficient to authorize the Mayor to select the Secretary for the Board, subject to continuing ability of the Board to require dismissal of the selected person from the position of Secretary if then deemed appropriate.

NOW, THEREFORE,

SECTION 1. BE IT RESOLVED, by the Mayor and the Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, acting as the Board of Trustees of the Hasley Cemetery Trust For the City of West Monroe, Louisiana, that effective this date, the Secretary of the Hasley Cemetery Trust For the City of West Monroe, Louisiana shall be selected and appointed by the Mayor from time-to-time, with the Mayor having all administrative and executive oversight over the person so selected and appointed, including the ability to discipline and to terminate, but subject to the continuing overall authority of the Board at any time thereafter to require the dismissal of the selected person from that position of the Secretary should the Board determine appropriate.

SECTION 2. BE IT FURTHER RESOLVED, by the Mayor and the Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, acting as the Board of Trustees of the Hasley Cemetery Trust For the City of West Monroe, Louisiana that the person who is so selected and designated as the Secretary to the Board be authorized to execute deeds on behalf of the Board of Trustees for the sale of burial plots.

The above Resolution was read and considered by sections at a public meeting of the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, acting as the Board of Trustees of the Hasley Cemetery Trust For the City of West Monroe, Louisiana was voted on by yea and nay vote, passed and adopted this 21st day of November, 2023, the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 21ST DAY OF

CINDY EMORY, CITY CLERK
CITY OF WEST MONROE, LOUISIANA

STACI ALBRITTON MITCHELL, MAYOR, CITY OF WEST MONROE AND EXECUTIVE DIRECTOR, HASLEY CEMETERY TRUST FOR THE CITY OF WEST MONROE, LOUISIANA

NOVEMBER, 2023

SECRETARY, HASLEY CEMETERY
TRUST FOR THE CITY OF
WEST MONROE, LOUISIANA

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:	
	SECONDED BY:	

AN ORDINANCE TO ENLARGE THE CORPORATE LIMITS OF THE CITY OF WEST MONROE, LOUISIANA PURSUANT TO R. S. 33:171 ET SEQ., BY ANNEXING TERRITORY CONSISTING OF A TRACT LOCATED AT 525 THOMAS ROAD, AND WHICH PROPERTY IS OWNED BY TJO HOLDINGS, LLC, SAID TERRITORY BEING CONTIGUOUS TO THE EXISTING BOUNDARIES OF THE MUNICIPALITY; TO RETAIN ANY LAWS OR ORDINANCES NOT REPUGNANT HERETO AND NOT SPECIFICALLY REPEALED HEREIN; AND TO PROVIDE THAT IF ANY SUB-SECTION, ARTICLE, CLAUSE, SENTENCE, PHRASE, OR PART, OR APPLICATION OF THIS ORDINANCE FOR ANY REASON SHOULD BE FOUND UNCONSTITUTIONAL OR INVALID, NO OTHER PARTS AND/OR APPLICATIONS THEREOF SHALL BE AFFECTED.

WHEREAS, Louisiana Revised Statutes of 1950, Title 33, Section 171 et seq., as amended, provides for the procedure for annexation of territory into the corporate limits of a municipality; and,

WHEREAS, by Ordinance Number 1646, adopted June 14, 1977, now codified in Sec. 1-2002 and 1-2003 of the Code of Ordinances of the City of West Monroe, Louisiana, adopted by reference the provisions of R.S. 33:171 et seq., as amended from time to time by the Louisiana Legislature, in addition to vesting certain authority pertaining thereto in the Planning Commission of the City of West Monroe, Louisiana; and,

WHEREAS, there has been compliance with the procedure required by R.S. 33:171 et seq., as amended, and Ordinance Number 1646 of the City of West Monroe, including but not limited to the following:

- a) A Petition (see Exhibit "1") has been presented to the Mayor and Board of Aldermen of the City of West Monroe, Louisiana by TJO Holdings, LLC, requesting that property owned by petitioner and located at 525 Thomas Road, West Monroe, Louisiana, which property is owned by TJO Holdings, LLC, said property being contiguous to the existing boundaries of the City of West Monroe, Louisiana and consisting of acreage owned by TJO Holdings, LLC (and more particularly shown by vicinity map attached hereto as Exhibit "2" and more particularly described in Exhibit "3" hereto) be annexed into the corporate limits of the City of West Monroe, Louisiana;
- b) A certificate of the Ouachita Parish Assessor is attached hereto as Exhibit "4" certifying that according to assessment for property taxes for 2023 for the property described in Exhibit "3" is owned by both a majority of the number of property owners and the owners of more than a majority in value of that property, and the total property tax assessment for parish taxes for 2023 is in the amount of \$27,051 of

- which the amount of \$27,051, or 100% represents the value of property owned by the persons signing the petition for annexation;
- c) A certificate of the Ouachita Parish Registrar of Voters is attached hereto as Exhibit "5" certifying that according to the records of the Registrar of Voters there are no registered voters residing within the territory described in Exhibit "3";
- d) Proof of publication of the filing of the petition, as required by R.S. 33:172B, and of a public hearing by the West Monroe Planning Commission concerning that petition of TJO Holdings, LLC for annexation is attached hereto as Exhibit "6";
- e) Pursuant to notice as evidenced by Exhibit "6", the West Monroe Planning Commission on the 16th day October, 2023, held a public hearing regarding said petition for annexation by TJO Holdings, LLC, resulting in the recommendation to the West Monroe Board of Aldermen that the property described in Exhibit "3" be annexed into the corporate limits of the City of West Monroe, Louisiana;
- f) Pursuant to that notice required by law, the West Monroe Board of Aldermen on the 21st day of November, 2023, held a public hearing regarding said petition for annexation by TJO Holdings, LLC.

WHEREAS, following said hearing by the Mayor and Board of Aldermen and after careful consideration of all recommendations, comments, and objects made at said hearing the Mayor and West Monroe Board of Aldermen declare that it is in the best interest of the City of West Monroe to annex into the corporate limits of the City of West Monroe the property described in Exhibit "3".

NOW THEREFORE,

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the property owned by TJO Holdings, LLC, and contiguous to the existing boundaries of the corporate limits and located in the vicinity as shown by the map attached hereto as Exhibit "2" and more particularly described in Exhibit "3" be annexed into the corporate limits of the City of West Monroe, Louisiana.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the Mayor of the City of West Monroe, Louisiana, or her designee, be and they shall hereby be authorized to take all further actions and execute all further documents, resolutions and/or certifications as are required under R.S. 33:171, et seq., or other applicable law, as are necessary, proper or desirable, particularly including but not limited to the filing of the entire boundary of the municipality as changed in order that the annexation of property set forth above be effected at the earliest possible date.

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that all Ordinances or parts

Item 5)

of Ordinances in conflict herewith hereby are repealed, but this repeal shall be only insofar as such Ordinances conflict and/or are inconsistent with this Ordinance; and all Ordinances or parts of Ordinances not inconsistent herewith shall continue in full force and effect.

SECTION 4. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the articles, paragraphs, sentences, clauses, and phrases of this Ordinances are deemed to be severable, and if any sub-section, article, clause, sentence, phrase, or part of this Ordinance shall be declared to be unconstitutional and/or invalid, such unconstitutionality and/or invalidity shall not affect any of the remaining articles, sentences, paragraphs, clauses or phrases which can be given effect without the unconstitutional and/or invalid provision(s).

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passed and adopted this 21st day of November, 2023, with the final vote being as follows:

1	,
YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 21ST DAY OF NOVEMBER, 2023
CINDY EMORY, CITY CLERK	STACI ALBRITTON MITCHELL, MAYOR
CITY OF WEST MONROE	CITY OF WEST MONROE
STATE OF LOUISIANA	STATE OF LOUISIANA



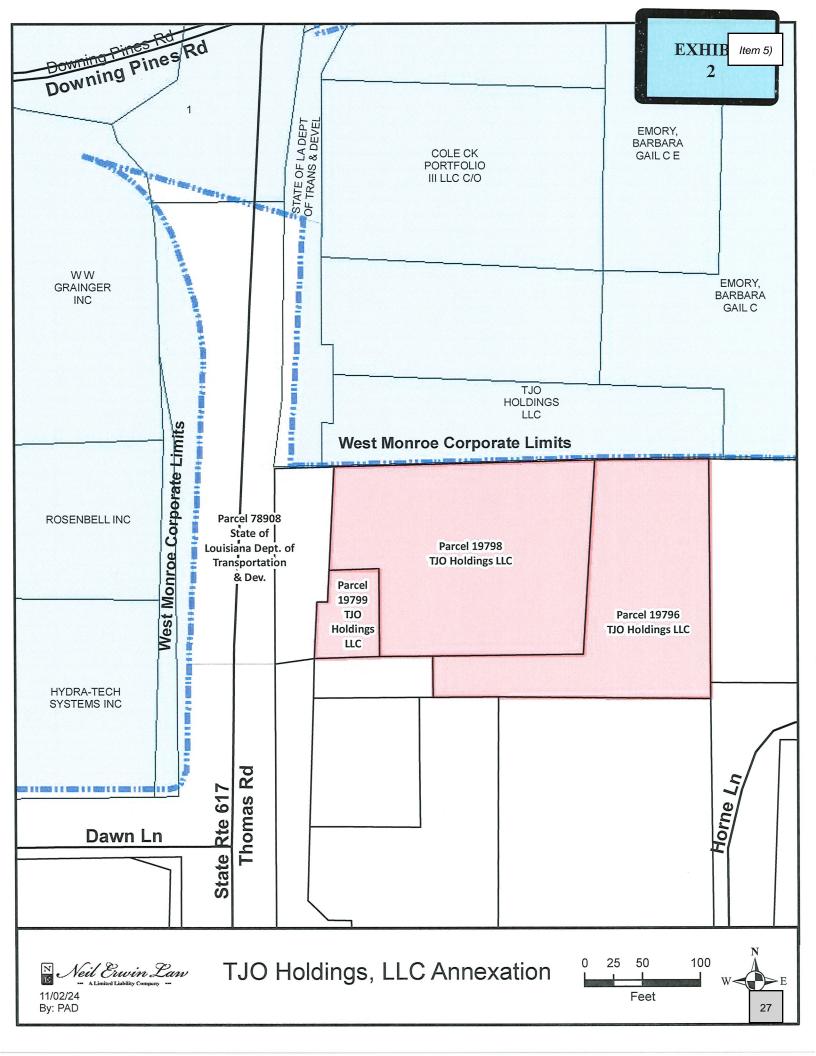
PETITION FOR ANNEXATION

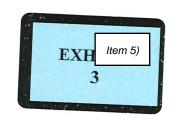
Assessor Parcel Number(s)	19796, 19798, and 19799	
Street Address	525 Thomas Road	•
Owner	TJO Holdings, LLC c/o Timmy Joe Olson 944 Wallace Road West Monroe, LA 71291	
Does owner live on the Property?	Yes:	No: 🂢
Names of registered voters living on the property		
Daytime phone number of persons signing petition		

I, the undersigned property owner and/or registered voter, residing on and/or owning property in the area hereinafter described, have, and do by the signing of this petition, request that all property owned and/or occupied by me and located within the area be annexed to the City of West Monroe, said area to be annexed being described as follows:

Properties identified by Ouachita Parish Assessor Parcel ID No. 19796 described therein as 0.600 acres m/l, Parcel ID No. 19798 described therein as 0.782 acres m/l, and Parcel ID No. 19799 described therein as 1.000 acres m/l, said parcels being further described in total as: Beginning at the Northwest corner of the South half of the South half Section 34, Township 18 North, Range 3 East run East along North line of forty for 417.45 feet; thence run South parallel with the West line of Section for 210 feet; thence run West parallel with Section line for 357.45 feet; thence run North parallel with Section line for 60 feet; thence run West parallel with Section line for 60 feet to the West line of said Section; thence run North along Section line for 150 feet to Point of Beginning; Less and Except a 0.075 acre tract identified by Ouachita Parish Assessor Parcel ID No. 123393 described as from the Northwest corner of said Section, run S89°59'44"E for 70.90 feet to the East r/w line of La. Hwy 617; thence run S02°45'27"W along said r/w for 9.21 feet; thence run Southerly along a curve to the left an arc length of 162.97 feet (radius 11,409.16'; chord S02°16'02"W for 162.97) feet to the Point of Beginning; thence from POB run S89°59'44"E for 101.25 feet; thence run S00°24'27"E for 32.14 feet; thence run N89°59'44"W for 102.52 feet to the East line of said highway; thence run Northerly along a curve to the right and the East line of La. Hwy. 617 for an arc length of 32.14 feet (radius 11,409.16 feet; chord N01°51'13"E for 32.14 feet) to the Point of Beginning of L/E tract; and Less and Except properties previously conveyed to the Department of Transportation and Development of the State of Louisiana.

*	
This petition is signed and will be filed with the Cit provisions of LSA R.S. 33:172 et. seq.	ry of West Monroe in accordance with the
I'm Oron	8/30/23
Signature	Date





TJO Holdings, LLC

Description of Property To Be Annexed

Properties identified by Ouachita Parish Assessor Parcel ID No. 19796 described therein as 0.600 acres m/l, Parcel ID No. 19798 described therein as 0.782 acres m/l, and Parcel ID No. 19799 described therein as 0.089 acres m/l, said parcels being further described in total as: Beginning at the Northwest corner of the South half of the South half Section 34, Township 18 North, Range 3 East run East along North line of forty for 417.45 feet; thence run South parallel with the West line of Section for 210 feet; thence run West parallel with Section line for 357.45 feet; thence run North parallel with Section line for 60 feet; thence run West parallel with Section line for 60 feet to the West line of said Section; thence run North along Section line for 150 feet to Point of Beginning; Less and Except a 0.075 acre tract identified by Ouachita Parish Assessor Parcel ID No. 133989 described as from the Northwest corner of said Section, run S89°59'44"E for 70.90 feet to the East r/w line of La. Hwy 617; thence run S02°45'27"W along said r/w for 9.21 feet; thence run Southerly along a curve to the left an arc length of 162.97 feet (radius 11,409.16'; chord S02°16'02"W for 162.97) feet to the Point of Beginning; thence from POB run S89°59'44"E for 101.25 feet; thence run S00°24'27"E for 32.14 feet; thence run N89°59'44"W for 102.52 feet to the East line of said highway; thence run Northerly along a curve to the right and the East line of La. Hwy. 617 for an arc length of 32.14 feet (radius 11,409.16 feet; chord N01°51'13"E for 32.14 feet) to the Point of Beginning of L/E tract; and Less and Except properties previously conveyed to the Department of Transportation and Development of the State of Louisiana.





CERTIFICATE OF THE OUACHITA PARISH ASSESSOR ACCORDING TO LOUISIANA R.S. 33:172 (ANNEXATIONS)

The Assessor declares that she has examined the proposed annexation request dated November 13, 2023 by the municipality of the City of West Monroe for property referenced in the attached petition and does hereby certify that the petition represents a majority of the resident property owners in the proposed area and those assenting own at least 25% in value of the total assessed valuation, based upon the assessment rolls and homestead exemptions on file in the Parish Assessor's office.

I hereby certify that the valuation of the properties proposed for annexation is as follows:

- PARCELS 19796, 19798, & 19799
 - Owner: TJO HOLDINGS LLC
 - SEE EXHIBIT A for Legal Description
 - Total Assessed Value: \$27,085

Total Assessed Value of ALL Property in Proposed Area: \$27,085

Total Assessed Value of Petition Signatures owning property in the Proposed Area: \$27,085 or 100%

The proposed parcels are VACANT LAND. There are 0 (zero) resident property owners signing homestead exemption as of the current date in the area proposed for annexation.

Signed November 13, 2023

STEPHANIE S./SMITH
Ouachita Parish Assessor

OUACHITA PARISH ASSESSOR'S OFFICE ANNEXATION CERTIFICATE - 11/13/23 **%** EXHIBIT A FOR PARCELS 19796, 19798 & 19799

Parcel 19796:

0.60 ACS M/L IN S2 OF S2 SEC 34 T18N R3E, BEING ALL THAT PART LYING NORTH OF THE BOUNDARY LINE EVIDENCED ON THE SURVEY PLAT ATTACHED AS EXHIBIT A COB 2220-275, OF THE FOLLOWING DESCRIBED PROPERTY: BEG 172 FT SO OF NW COR OF S2 OF S2, THENCE E 294 FT, NO 172 FT, E 123.45 FT, SO 210 FT, W 210 FT, SO 207.45, W 207.45, NO 245.45 FT -LESS PARCEL 6-1 & 6-1-D-1 BK 1137-86-DONATED 0.075 ACS BK BK 2535-458 R#133989-

Parcel 19798:

LOT IN SO 2 OF SO 2 FRACTIONAL SEC 34 T18N R3E BEING 417.45 BY 210 BY 357 BY 60 BY 60 FT BY 150 FT -LESS LOT BK 598-502--LESS PARCEL NO 6-3-C-1- TO STATE PROJECT NO 837-09-08 JCT LA 34 JCT LA I-20 BK 1160-224 STATE OF LA DEPT OF TRANS.-

Parcel 19799:

LOT IN S2 OF S2 OF SEC 34 T18N R3E BEG 93 FT SO OF NW COR SAID SEC, SO 79 FT, WITH DEPTH E 94 FT -LESS PARCEL NO 6-3 TO STATE PROJECT NO 837-09-08 JCT LA I-20 BK 1160-224 STATE OF LA DEPT OF TRANSPORTATION-

Item 5)



City of West Monroe

Office of the City Attorney

2001 North 7th Street, West Monroe, LA 71291 (318) 388-1000 FAX (318) 388-1002

November 13, 2023

Stephanie Smith, Ouachita Parish Assessor Ouachita Parish Courthouse 301 South Grand Street Monroe, LA 71201 by hand delivery

RE: Annexation/TJO Holdings, LLC

Dear Stephanie:

I need to get your "standard" annexation information/response for an annexation of property into the City of West Monroe. Attached is a copy of the signed Petition For Annexation and area map that I will attach to my Ordinance. Although originally set for our meeting on Tuesday, November 7th, it was tabled until our meeting on November 21st - so if possible I'd like to receive your response no later than Monday, November 20, 2023. Let me know and I can send someone to pick it up when ready.

These tracts have a single address: 525 Thomas Road, West Monroe, it all remains vacant property.

The properties were purchased by TJO Holdings, LLC on February 2, 2018, in that deed of record in Conveyance Book 2535, page 462, records of Ouachita Parish, Louisiana. A portion of the properties were already within the City so that our consultant, Pat Doane, prepared a modified/simplified description of only the portion to now be annexed. This is the description used in the attached copy of the Petition to Annex filed with us.

If you have any questions or need further information, please call or email me or Pat.

Thank you!

Doug

cc:

Pat Doane

pat.doane@neilerwinlaw.com

Mayor Mitchell

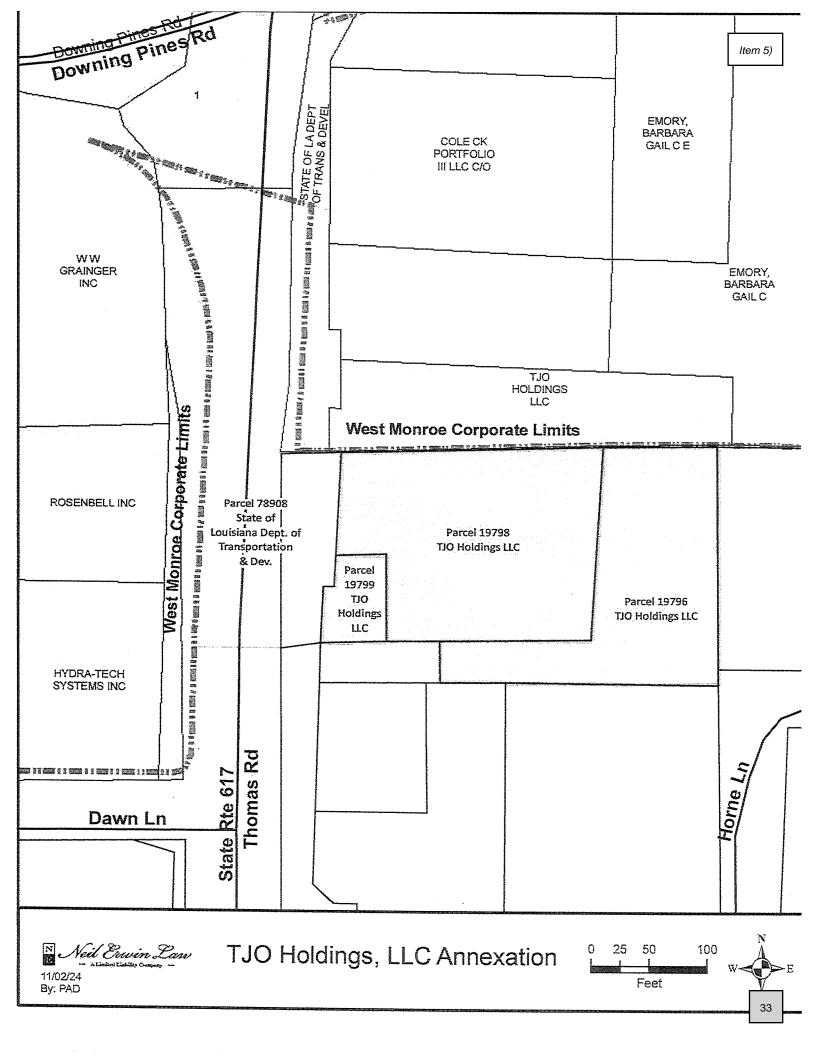
PETITION FOR ANNEXATION

Assessor Parcel Number(s)	19796, 19798, and 19799	
Street Address	525 Thomas Road	
Owner	TJO Holdings, LLC c/o Timmy Joe Olson 944 Wallace Road West Monroe, LA 71291	
Does owner live on the Property?	Yes:	No: 🂢
Names of registered voters living on the property		
Daytime phone number of persons signing petition		

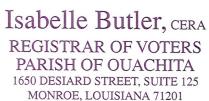
I, the undersigned property owner and/or registered voter, residing on and/or owning property in the area hereinafter described, have, and do by the signing of this petition, request that all property owned and/or occupied by me and located within the area be annexed to the City of West Monroe, said area to be annexed being described as follows:

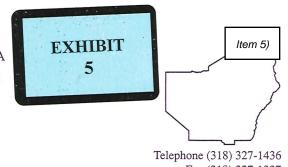
Properties identified by Ouachita Parish Assessor Parcel ID No. 19796 described therein as 0.600 acres m/l, Parcel ID No. 19798 described therein as 0.782 acres m/l, and Parcel ID No. 19799 described therein as 1.000 acres m/l, said parcels being further described in total as: Beginning at the Northwest corner of the South half of the South half Section 34, Township 18 North, Range 3 East run East along North line of forty for 417.45 feet; thence run South parallel with the West line of Section for 210 feet; thence run West parallel with Section line for 357.45 feet; thence run North parallel with Section line for 60 feet; thence run West parallel with Section line for 60 feet to the West line of said Section; thence run North along Section line for 150 feet to Point of Beginning; Less and Except a 0.075 acre tract identified by Ouachita Parish Assessor Parcel ID No. 123393 described as from the Northwest comer of said Section, run S89°59'44"E for 70.90 feet to the East r/w line of La. Hwy 617; thence run S02°45'27"W along said r/w for 9.21 feet; thence run Southerly along a curve to the left an arc length of 162.97 feet (radius 11,409.16'; chord S02°16'02"W for 162.97) feet to the Point of Beginning; thence from POB run S89°59'44"E for 101.25 feet; thence run S00°24'27"E for 32.14 feet; thence run N89°59'44"W for 102.52 feet to the East line of said highway; thence run Northerly along a curve to the right and the East line of La. Hwy. 617 for an arc length of 32.14 feet (radius 11,409.16 feet; chord N01°51'13"E for 32.14 feet) to the Point of Beginning of L/E tract; and Less and Except properties previously conveyed to the Department of Transportation and Development of the State of Louisiana.

This petition is signed and will be filed with the C provisions of LSA R.S. 33:172 et. seq.	ity of West Monroe in accordance with the
- Com Ober	8/30/23
Signature	Date









Fax (318) 327-1337

CERTIFICATE OF REGISTRAR OF VOTERS

I, Isabelle W. Butler, Registrar of Voters for Ouachita Parish, Louisiana, do hereby certify that according to the records of the Registrar of Voters for Ouachita Parish, Louisiana, there are no registered voters residing at 525 Thomas Road, West Monroe, Louisiana 71292, the area described on the Petition For Annexation (copy attached), which is proposed for annexation into the City of West Monroe, and also described as below.

IN WITNESS WHEREOF, witness, my hand at Monroe, Louisiana, on this day of November, 2023.

> Isabelle W. Butler, Registrar of Voters, Ouachita Parish, Louisiana

Assessor description of property proposed to be annexed into the corporate limits of the City of West Monroe, Ouachita Parish, Louisiana:

PARCELS - 19796, 19798, & 19799 Owner: TJO HOLDINGS LLC

Parcel 19796:

0.60 ACS M/L IN S2 OF S2 SEC 34 T18N R3E, BEING ALL THAT PART LYING NORTH OF THE BOUNDARY LINE EVIDENCED ON THE SURVEY PLAT ATTACHED AS EXHIBIT A COB 2220-275, OF THE FOLLOWING DESCRIBED PROPERTY: BEG 172 FT SO OF NW COR OF S2 OF S2, THENCE E 294 FT, NO 172 FT, E 123.45 FT, SO 210 FT, W 210 FT, SO 207.45, W 207.45, NO 245.45 FT -LESS PARCEL 6-1 & 6-1-D-1, BK 1137-86-DONATED 0.075 ACS BK 2535-458 R#133989-

Parcel 19798:

LOT IN SO 2 OF SO 2 FRACTIONAL SEC 34 T18N R3E BEING 417.45 BY 210 BY 357 BY 60 BY 60 FT BY 150 FT -LESS LOT BK 598-502- -LESS PARCEL NO 6-3-C-1- TO STATE PROJECT NO 837-09-08 JCT LA 34 JCT LA I-20 BK 1160-224 STATE OF LA DEPT OF TRANS.-

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LOT IN S2 OF S2 OF SEC 34 T18N R3E BEG 93 FT SO OF NW COR SAID SEC, SO 79 FT, WITH DEPTH E 94 FT -LESS PARCEL NO 6-3 TO STATE PROJECT NO 837-09-08 JCT LA I-20 BK 1160-224 STATE OF LA DEPT OF TRANSPORTATION

Item 5)



City of West Monroe

Office of the City Attorney

2001 North 7th Street, West Monroe, LA 71291 (318) 388-1000 FAX (318) 388-1002

November 13, 2023

Isabelle Butler Ouachita Parish Registrar of Voters 1650 DeSiard Street, Suite 125 by email and by hand delivery

RE: Annexation/TJO Holdings, LLC

Dear Isabelle:

I need to get your "standard" annexation information/response for an annexation of property into the City of West Monroe. Attached is a copy of the signed Petition For Annexation and area map that I will attach to my Ordinance. Although originally set for our meeting on Tuesday, November 7th, it was tabled until our meeting on November 21st - so if possible I'd like to receive your response no later than Monday, November 20, 2023. Let me know when ready and I'll send someone to pick it up.

These tracts have a single address: 525 Thomas Road, West Monroe. It all remains vacant property.

The properties were purchased by TJO Holdings, LLC on February 2, 2018 in that deed of record in Conveyance Book 2535, page 462, records of Ouachita Parish, Louisiana. A portion of the properties were already within the City so that our consultant, Pat Doane, prepared a modified/simplified description of only the portion to now be annexed. This is the description used in the attached copy of the Petition to Annex.

For your convenience I am also attaching a draft in Word of your possible response that includes what I think we need - but of course you can utilize whatever format you determine is appropriate.

If you have any questions or need further information, please call or email me or Pat.

Thank you!

Doug

cc:

Pat Doane

pat.doane@neilerwinlaw.com

Mayor Mitchell

DCC/swc

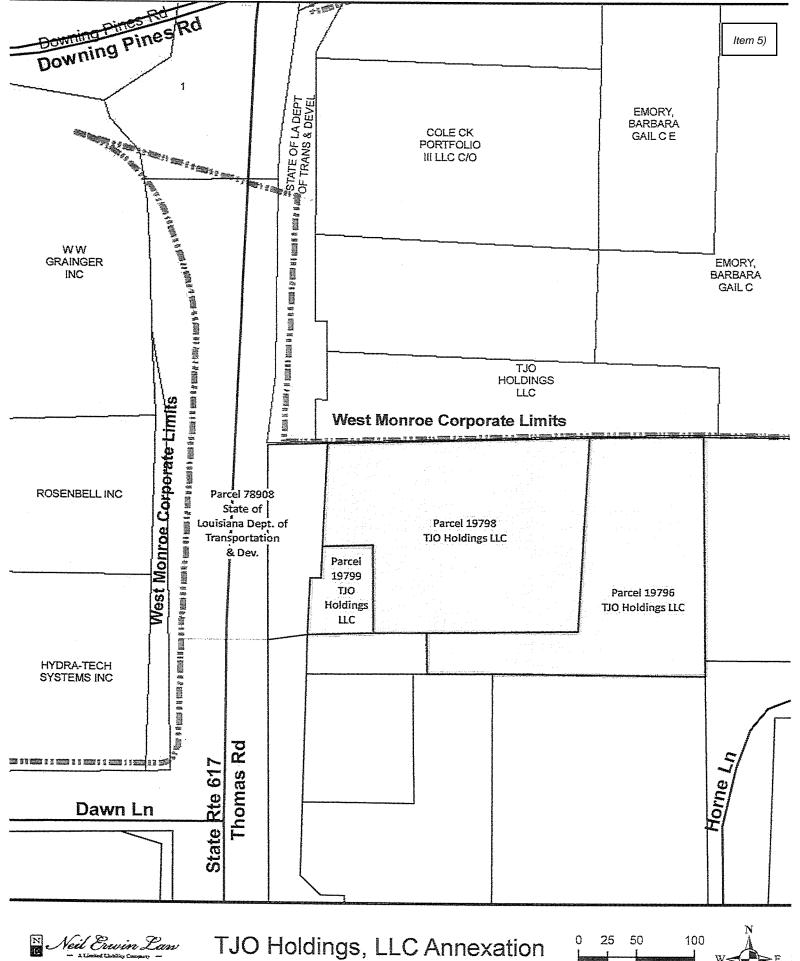
PETITION FOR ANNEXATION

Assessor Parcel Number(s)	19796, 19798, and 19799	
Street Address	525 Thomas Road	
Owner	TJO Holdings, LLC c/o Timmy Joe Olson 944 Wallace Road West Monroe, LA 71291	
Does owner live on the Property?	Yes:	No: 💢
Names of registered voters living on the property		·
Daytime phone number of persons signing petition		

I, the undersigned property owner and/or registered voter, residing on and/or owning property in the area hereinafter described, have, and do by the signing of this petition, request that all property owned and/or occupied by me and located within the area be annexed to the City of West Monroe, said area to be annexed being described as follows:

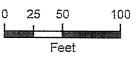
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This petition is signed and will be filed with the City of West Monroe in accordance with provisions of LSA R.S. 33:172 et. seq.	
provision of Eq. (35.172 et. seq.	8/30/23
Signature	Date



11/02/24

By: PAD





[Letterhead of Registrar]

I, Isabelle W. Butler, Registrar of Voters for hereby certify that according to the records of the rearrangement of Parish, Louisiana, there are no registered voters resid.

Monroe, Louisiana 71292, the area described on the Pattached), which is proposed for annexation in described below. mas Road, West or Annexation (copy attached), which is proposed for annexation into the Cit, 2 West Monroe, and also

IN WITNESS WHEREOF, witness, my hand at Monroe, Louisiana, on this day of November, 2023.

> Isabelle W. Butler, Registrar of Voters, Ouachita Parish, Louisiana

Description of property proposed to be annexed into the corporate limits of the City of West Monroe, Ouachita Parish, Louisiana:

Properties identified by Ouachita Parish Assessor Parcel ID No. 19796 described therein as 0.600 acres m/l, Parcel ID No. 19798 described therein as 0.782 acres m/l, and Parcel ID No. 19799 described therein as 1.000 acres m/l, said parcels being further described in total as: Beginning at the Northwest corner of the South half of the South half Section 34, Township 18 North, Range 3 East run East along North line of forty for 417.45 feet; thence run South parallel with the West line of Section for 210 feet; thence run West parallel with Section line for 357.45 feet; thence run North parallel with Section line for 60 feet; thence run West parallel with Section line for 60 feet to the West line of said Section; thence run North along Section line for 150 feet to Point of Beginning; Less and Except a 0.075 acre tract identified by Ouachita Parish Assessor Parcel ID No. 123393 described as from the Northwest corner of said Section, run S89°59'44"E for 70.90 feet to the East r/w line of La. Hwy 617; thence run S02°45'27"W along said r/w for 9.21 feet; thence run Southerly along a curve to the left an arc length of 162.97 feet (radius 11,409.16'; chord S02°16'02"W for 162.97) feet to the Point of Beginning; thence from POB run S89°59'44"E for 101.25 feet; thence run S00°24'27"E for 32.14 feet; thence run N89°59'44"W for 102.52 feet to the East line of said highway; thence run Northerly along a curve to the right and the East line of La. Hwy. 617 for an arc length of 32.14 feet (radius 11,409.16 feet; chord N01°51'13"E for 32.14 feet) to the Point of Beginning of L/E tract; and Less and Except properties previously conveyed to the Department of Transportation and Development of the State of Louisiana.



The Ouachita ITIZEN www.ouachitacitizen.com

4423 Cypress Street, West Monroe, LA 71291 · Phone (318) 396-0602 · Fax (318) 396-0900

AFFIDAVIT

Proof of Publication

I certify that the attached notice was published in The Ouachita Citizen, a weekly newspaper and the official legal journal of Ouachita Parish and Morehouse Parish, Louisiana, in the issue/s of:

Sworn and subscribed before me, this day of October ,2023

Notary Public #33912

Devin Todd Jones

PUDLIC NUIL

(Continued from Page 11C)

documents. See website for details. Alternatively, copies of the contract documents may be obtained from the office of S.E. Huey Co., located at 1111 N. 19th Street, Monroe, LA 71201, upon payment of a \$50.00 deposit for each set. Bona fide prime contractors who submit a valid bid for the project will receive a full refund for their first set of Contract Documents obtained from S.E. Huey Co. upon returning them in good condition to the office of S.E. Huey Co. within ten calendar days of the bid opening. The deposit for all other plans will be non-refundable.

Each bidder must deposit with his/her bid, security in the amount, form and subject to the conditions provided in the Information for Bidders. Sureties used for obtaining bonds must appear as acceptable on the Department of Treasury Circular 570.

No bidder may withdraw his/her bid within 45 days after the actual date of the opening thereof.

The Contractor shall begin mobilization of materials within ten (10) working days of the receipt of the Notice to Proceed.

The successful bidder must submit executed copies of certification regarding Equal Employment Opportunity, Past Criminal Convictions of Bidders, and the Affidavit of Non-Collusion.

The successful bidder will be required to execute the Owner's Standard Form of Agreement/Contract for construction together with the Performance and Payment Bonds within ten (10) working days after normal award of contract.

Minority owned firms and small businesses are encouraged to participate.

Any person with disabilities requiring special accommodations must contact the City of West Monroe no later than seven (7) days prior to bid opening.

Mayor Staci Albritton Mitchell Publication Dates 9/28,10/5,10/12,10/19

PUBLIC NOTICE

NOTICE is hereby given that the Planning Commission of the City of West Monroe will meet in legal session on Monday, October 16, 2023, at 5:00 p.m. in the Council Chambers at West Monroe City Hall, 2305 North 7th Street, West Monroe, Louisiana, to review the following:

ANNX-23-60000001 by TJO Holdings LLC for property located at 525 Thomas Road. (Parcel #19796, 19798 &19799). Requesting Annexation into the West Monroe City Limits per West Monroe Code of Ordinances Section 12-2003.

ZC-23-45000005 by TJO Holdings LLC for property located at 525 Thomas Road. (Parcel #19796, 19798 &19799). Requesting Zone Change from O-L (Open Land) District to B-3 (General Business) District per West Monroe Code of Ordinances Section 12-5016(a).

The public is invited to attend.

9/28,10/5,10/12

PUBLIC NOTICE

PUBLIC HEARING

OUACHITA PARISH POLICE JURY, LOUISIANA

The Ouachita Parish Police Jury will hold a public hearing at 4:00 P.M. on Thursday, October 5, 2023, at the Police Jury Office, 100 Bry Street, Monroe, LA. The purpose of the meeting is to obtain views on the housing and community development needs of the Parish and to discuss the submission of an application for funding under the State of Louisiana Community Development Block Program FY 2024-FY 2025 Public Facilities, Clearance, Economic Development, Make a Difference.

- A. The amount of funds available for proposed community development.

 B. The range of activities available that may be undertaken, including the estimated amount of funds proposed to be used for activities that will
- benefit persons of low and moderate incomes.

 C. The plans of the Police Jury for minimizing displaced persons as a result of activities assisted with such funds and the benefits to be provided by the Parish to persons actually displaced as a result of such activities; and,
- D. The Police Jury's past performance on LCDBG projects funded by the State of Louisiana.

Pleasant & Williams, The Barris Street, Monroe, Louisiana 71201 (9/21,9/28

NOTICE

We are applying to the Office State of Louisiana for a permit to content at retail in West Monroe lowing address: 7975 Cypress St.,

RRMD Restaurant Operations, Doing Business As: The Chenie Dawn Hardie, owner/partner 9/28

NOTICE

Anyone knowing the whereabor to EAGLE BANK & TRUST CC DOWNHOUR, and dated Decem providing reasonable attorney feelection of same. Please contact He P.O. Box 87379, Baton Rouge, LA 9/28,10/5,10/12

REQUEST FOR PROPOSALS PROGRAM ADMINISTRATI MANAGEMENT

The Franklin Parish Police Jury Watershed Initiative Design Supp drainage improvements to Ash S Police Jury is interested in procuri sulting firm to administer and im-

The procedures for the selection the procurement requirements of All responses received will be evacriteria and corresponding point s proposals package. That package performed by the selected firm.

The Police Jury will award the a highest score in the evaluation pro

Interested parties are invited to Sam Wiggins, Secretary/Treasure 71295, Telephone: (318) 435-942; hand-delivered or mailed to the a address in such a manner that it i tober 11, 2023.

 The Franklin Parish Police Jury encourage all small and minority terprises to apply.

9/28,10/5

FRANKLIN PARISH POLICE REQUEST FOR QUALIFICAT FOR ENGINEERING SERVIC

The Franklin Parish Police Jur services for implementation of the Support Program - Ash Slough Di

The Police Jury is soliciting qual vices to assist the Police Jury with neering, and construction related Watershed Initiative's Design Supselected firm will assist with final performing a final Hydrologic and

All responses will be evaluated identified in the Request for Qui Police Jury will begin contract netion of successful respondent.

Interested parties are invited Packet from the Franklin Parish P Secretary/Treasurer, 6558 Main S



STATE OF LOUISIANA

CITY OF WEST MONROE

MOTION BY:

	1,10 1101, 21,	
		-
	CECONDED DV	
	SECONDED BY:	

AN ORDINANCE TO AMEND AND RE-ENACT THE ZONING ORDINANCE OF THE CITY OF WEST MONROE, LOUISIANA, PARTICULARLY THE ZONING MAP ANNEXED TO AND MADE A PART OF ORDINANCE NO. 1501, AS THAT ZONING MAP, AS CODIFIED BY SECTION 12-5011(C) OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA, HAS BEEN FROM TIME TO TIME AMENDED, AND PARTICULARLY TO AMEND THAT ZONING MAP AS IT PERTAINS TO 525 THOMAS ROAD (PARCEL #19796, 19798, & 19799), WEST MONROE, LOUISIANA, AS MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT "A", PURSUANT TO THE APPLICATION OF TJO HOLDINGS, LLC, SO AS TO RE-ZONE SAID PROPERTIES FROM AN O-L (OPEN LAND) DISTRICT TO A B-3 (GENERAL BUSINESS) DISTRICT; TO AUTHORIZE AND DIRECT THE CITY ENGINEER OF THE CITY OF WEST MONROE, LOUISIANA, OR OTHER PERSON ACTING IN LIEU THEREOF AT THE DESIGNATION OF THE MAYOR TO DO AND PERFORM ANY AND ALL THINGS NECESSARY TO CARRY OUT THE FOREGOING AND PARTICULARLY TO NOTE THE AMENDMENTS ON THE ZONING MAP OF THE CITY OF WEST MONROE AS HEREIN ENACTED; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe, Louisiana, has adopted a Zoning Ordinance (Ordinance No. 1501, as amended) now codified as Section 12-5001 et seq. of the Code of Ordinances, City of West Monroe, Louisiana; and,

WHEREAS, the West Monroe Municipal Planning Commission, acting as the municipal zoning commission for the City of West Monroe, Louisiana, has held a public hearing pursuant to written application and notice in accordance with law, and has made a recommendation to the Board of Aldermen of the City of West Monroe; and,

WHEREAS, the Mayor and Board of Aldermen of the City of West Monroe have held a public hearing and given public notice to the extent required by law;

NOW, THEREFORE,

ORDINANCE NO

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Zoning Ordinance No. 1501, as amended, and as codified in Sections 12-5001 et seq. of the Code of Ordinances, City of West Monroe, Louisiana, particularly the Zoning Map of the City of West Monroe, Louisiana, as that Zoning Map, as codified by Section 12-5011(C) of the Code of Ordinances, City of West Monroe, Louisiana, has been from time to time amended, be further amended and re-enacted to re-zone 525 Thomas Road, West Monroe, Louisiana, as more particularly described on the attached Exhibit "A",

Item 6)

from an O-L (Open Land) District to a B-3 (General Business) District, pursuant to the application of TJO Holdings, LLC.

SECTION 2. BE IT FURTHER ORDAINED, by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City Engineer of the City of West Monroe, Louisiana, or any person in lieu thereof to be designated by the Mayor, is hereby authorized and directed to do and perform any and all things necessary to carry out the foregoing change, and particularly to note said change on the Zoning Map as herein re-enacted.

SECTION 3. BE IT FURTHER ORDAINED, by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that this Ordinance and its provisions are to be construed to be severable in regards to any of its provisions, portions or parts, and that in the event any part or portion or provision of this Ordinance should be held invalid, then in such event, such invalidity shall not affect any other provisions, portions, or parts which can be given effect without the invalid provision, and this Ordinance hereby is declared severable.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passed and adopted this 21st day of November, 2023, the final vote being as follows:

YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	
	APPROVED THIS 21ST DAY OF NOVEMBER, 2023
CINDY EMORY, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA	STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA

EXHIBIT "A"

MUNICIPAL ADDRESS: 525 THOMAS ROAD

WEST MONROE, LOUISIANA

Properties identified by Ouachita Parish Assessor Parcel ID No. 19796 described therein as 0.600 acres m/l, Parcel ID No. 19798 described therein as 0.782 acres m/l, and Parcel ID No. 19799 described therein as 0.089 acres m/l, said parcels being further described in total as: Beginning at the Northwest corner of the South half of the South half Section 34, Township 18 North, Range 3 East run East along North line of forty for 417.45 feet; thence run South parallel with the West line of Section for 210 feet; thence run West parallel with Section line for 357.45 feet; thence run North parallel with Section line for 60 feet; thence run West parallel with Section line for 60 feet to the West line of said Section; thence run North along Section line for 150 feet to Point of Beginning; Less and Except a 0.075 acre tract identified by Ouachita Parish Assessor Parcel ID No. 133989 described as from the Northwest corner of said Section, run S89°59'44"E for 70.90 feet to the East r/w line of La. Hwy 617; thence run S02°45'27"W along said r/w for 9.21 feet; thence run Southerly along a curve to the left an arc length of 162.97 feet (radius 11,409.16'; chord S02°16'02"W for 162.97) feet to the Point of Beginning; thence from POB run S89°59'44"E for 101.25 feet; thence run S00°24'27"E for 32.14 feet; thence run N89°59'44"W for 102.52 feet to the East line of said highway; thence run Northerly along a curve to the right and the East line of La. Hwy. 617 for an arc length of 32.14 feet (radius 11,409.16 feet; chord N01°51'13"E for 32.14 feet) to the Point of Beginning of L/E tract; and Less and Except properties previously conveyed to the Department of Transportation and Development of the State of Louisiana.

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:		
	SECONDED BY:		
AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF WEST MONROE, LOUISIANA ON BEHALF OF THE CITY OF WEST MONROE, LOUISIANA, TO EXECUTE AMENDMENT NO. 1 TO LA DOTD CONTRACT NO. 4400001986, MAINTENANCE AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT TO COVER CERTAIN MAINTENANCE OPERATIONS (INCLUDING MOWING AND LITTER PICKUP) TO BE PERFORMED BY THE CITY OF WEST MONROE FOR THE FISCAL YEAR ENDING JUNE 30, 2024 IN ORDER TO EXTEND THE NUMBER OF MAINTENANCE CYCLES FOR WHICH LA DOTD SHALL PROVIDE PAYMENT BY ONE (1) ADDITIONAL MAINTENANCE CYCLE.			
SECTION 1. BE IT ORDAINED by the Ma	ayor and Board of Aldermen of the City of West		
Monroe, Louisiana, in regular and legal session conve	ened, that Staci Albritton Mitchell, as the Mayor		
of the City of West Monroe, Louisiana, be and she i	is hereby authorized to execute on behalf of the		
City of West Monroe, Louisiana that Amendment	No. 1 to La DOTD Contract No. 440001986,		
Maintenance Agreement with the Louisiana Departr	ment of Transportation and Development which		
covers certain maintenance operations (including m	owing and litter pickup) to be performed by the		
City of West Monroe for the period of July 1, 20	023, through June 30, 2024, a copy of which		
amendment is attached hereto as Exhibit "A", which	amendment extends the number of maintenance		
cycles for which La DOTD shall provide payment b	by one (1) additional maintenance cycle.		
SECTION 2. BE IT FURTHER ORDAIN	ED by the Mayor and Board of Aldermen of the		
City of West Monroe, Louisiana, in regular and lega	al session convened, that the Mayor of the City		
of West Monroe, Louisiana, be and she is hereby authorized to take any further action or execute any			
further documents she deems either necessary or proper to carry out the provisions of the foregoing			
Agreement.			
The above Ordinance was read and considered	ed by Sections at a public meeting of the Mayor		
and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passed			
and adopted this 21st day of November, 2023, the final vote being as follows:			
YEA:			
NAY:			
NOT VOTING:			
ABSENT:			

ATTEST:

APPROVED THIS 21ST DAY OF NOVEMBER, 2023 $\ensuremath{\mathbf{w}}$

CHRISTEN HEATH, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA



AMENDMENT NO. 1

CONTRACT NO. 4400001986

MAINTENANCE AGREEMENT INCLUDING MOWING AND LITTER PICKUP

THROUGH FISCAL YEAR ENDING 2024

BETWEEN

CITY OF WEST MONROE

AND

STATE OF LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OFFICE OF ENGINEERING

This Amendment (Amendment No. 1) to the referenced Contract No. 4400001986
("referenced contract)" between the Department of Transportation and Development, State
of Louisiana ("DOTD"), and the City of West Monroe ("Municipality") is entered into on
this day of, 2023.

Whereas additional state funds ("funds") have become available for maintenance of DOTD right-of-way statewide;

Whereas DOTD proposes to make some of the funds available to Municipality to offset in part one (1) additional maintenance cycle completed by Municipality during Fiscal Year 2024;

Whereas Municipality has accepted the offer to make supplemental funding available to Municipality and has agreed to perform one additional maintenance cycle to remove litter and mow vegetation on certain state right-of-way within the jurisdiction of Municipality;

Therefore, the parties agree to amend Article II of the referenced contract to increase the stipulated minimum number of maintenance cycles in Fiscal Year 2024 from 4 to 5.

Further, the parties agree that all provisions of the referenced contract shall remain in full force and effect to the extent not inconsistent with this amendment and that the provisions of the referenced contract and this amendment to the referenced contract notwithstanding, the parties:

A. Affirm their respective rights and obligations under the provisions of the referenced contract as amended or supplemented; and

Amendment No 1. Maintenance Agreement Page 2 of 3

B. Confirm that, by approving and entering into this agreement, DOTD and Municipality do not intend to extinguish in whole or in part, to novate, or to otherwise modify or alter, the rights and obligations of the parties under the provisions of the referenced contract as amended and supplemented except to the extent expressly modified, amended, or extinguished by the express provisions of this Amendment No. 1 to the referenced contract.

THUS DONE , 2023	AND SIGNED at	, Louisiana, on this _	day of
	Munici	pality	
	Printed Name of	(Address)	
		······································	
		(Fax) (Taxpayer I.D.)	
WITNESSES:			
Signature	Market Advanced Account of the Control of the Contr		
Printed Name			
Signature			
Printed Name			

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY



Office of Operations/District o5 PO Box 4068 | Monroe, LA 71211-4068 8010 DeSiard Street | Monroe, LA 71203 ph: 318-342-0100 | fx: 318-342-0260

John Bel Edwards, Governor Eric Kalivoda, Secretary

November 9, 2023

Mayor Staci A. Mitchell City of West Monroe 2305 N. 7th Street West Monroe, Louisiana 71291

SUBJECT: Additional Mowing and Litter Cycle

Dear Mayor Mitchell:

Under the current maintenance agreement, your Municipality performs mowing and litter collection operations along state roadways within the Municipality corporate limits. The existing contract permits payment for these operations at an established rate per cycle, per mile but is limited to a maximum payment amount equivalent to 4 cycles per fiscal year. Additional state funds have become available that would allow the payments for this Fiscal Year 2023-2024 to be increased from 4 cycles to 5 cycles.

If your Municipality agrees to perform these maintenance operations for an additional cycle, an addendum to the contract must be completed and executed. To proceed, please complete the Municipality section, with witness signatures, found on page 2 of the attached Addendum No. 1. Once returned, DOTD will fully execute the addendum as part of the Fiscal Year 2023-2024 contract.

If you have any questions or need any additional information, please do not hesitate to contact me at (318) 342-0102.

Respectfully,

Jim Densmore, P.E.

Assistant District Administrator of Operations

JD

Attachments

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:
	SECONDED BY:
AN ORDINANCE TO AUTHORIZE THE LOUISIANA, TO EXECUTE AN AGREE SERVICES WITH TBA STUDIO, LLO ARCHITECTURAL AND RELATED SER RENOVATIONS FOR DOWNTOWN RIVER OTHERWISE PROVIDE WITH RESPECT TH	EMENT FOR PROFESSIONAL C TO PROVIDE CERTAIN VICES FOR THE PROJECT: RFRONT BUILDING; AND TO
SECTION 1. BE IT ORDAINED by the Mayor	and Board of Aldermen of the City of West
Monroe, Louisiana, in regular and legal session convene	ed, that Staci Albritton Mitchell, Mayor of
the City of West Monroe, Louisiana, be and she is hereby	authorized to execute on behalf of the City
of West Monroe, Louisiana, an agreement for professi	ional services with TBA Studio, LLC, to
provide certain architectural and related services for	the proposed Project: Renovations For
Downtown Riverfront Building, a copy of which agreement	ent is attached for reference as Exhibit "A".
SECTION 2. BE IT FURTHER ORDAINED b	y the Mayor and Board of Aldermen of the
City of West Monroe, Louisiana, in regular and legal sessi	ion convened, that Staci Albritton Mitchell,
Mayor of the City of West Monroe, Louisiana, be and s	he is hereby further authorized to take any
and all actions and to execute any and all documents	she deems either necessary or proper to
negotiate, prepare, execute and thereafter carry out an ag	greement to obtain architectural and related
services for the project proposed above, including but	t not limited to such further discussions,
negotiations and agreements as she determines appropria	ate regarding the final terms and conditions
of the engagement, the extent and nature of the services	ro be performed, the manner of calculation
of compensation for those services, and such other provi	sions as she determines either necessary or
appropriate.	
The above Ordinance was read and considered by	y Sections at a public meeting of the Mayor
and Board of Aldermen, in regular and legal session conv	vened, voted on by yea or nay vote, this 21st
day of November, 2023, the final vote being as follows:	
YEA:	
NAY:	
NOT VOTING:	
ABSENT:	

ATTEST:

APPROVED THIS 21ST DAY OF NOVEMBER, 2023

CINDY EMORY, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA





AIA Document B101° – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-seventh day of October in the year Two Thousand, Twenty-three (In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner: (Name, legal status, address and other information)

City of West Monroe 2305 North 7th West Monroe, LA 71291 Telephone Number: 318-396-2600

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

TBA Studio Architecture APC 103 Cypress Street West Monroe, LA 71291 Telephone Number: 318-340-1550 Fax Number: 318-998-1315

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

Downtown Riverfront Building Renovation 74 N Riverfront Street West Monroe, LA 71291

This project consists of the renovation to the existing riverfront building facility. The project will include an approximate 2,200sf renovation which will consist of a white box with a kitchen (three-compartment sink, grease trap, vent hood), restaurant seating areas, restrooms, outdoor decking for seating and accessibility, exterior stairs and ramps, and a rooftop floor. The renovation will expand the facility by an additional floor which will require the addition of multiple staircases and a ramp.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

EXHIBIT

Item 8)

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.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The program will be developed from discussion with the Owner and research from TBA

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be determined

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be determined

- § 1.1.4 The Owner's anticipated design and construction milestone dates:
 - .1 Design phase milestone dates, if any:

To be determined

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User Notes:

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

Other milestone dates:

To be determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: (Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

The Owner shall use a competitive bid process for the procurement and delivery method for the project.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204TM_2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: (List name, address, and other contact information.)

Staci Albritton Mitchell 2305 North 7th West Monroe, LA 71291 Telephone Number: 318-396-2600

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Not applicable

User Notes:

§ 1.1.9 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)

> .1 Geotechnical Engineer:

> > To be determined

Init.

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(1147558007)

.2	Civil	Engine	eer:
-	~	~	

To be determined

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

To be determined

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3: (List name, address, and other contact information.)

Tim Brandon 103 Cypress Street West Monroe, LA 71291 Telephone Number: 318-340-1550

Email Address: tbrandon@tbastudio.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2: (List name, legal status, address, and other contact information.)

- § 1.1.11.1 Consultants retained under Basic Services:
 - .1 Structural Engineer:

To be determined

.2 Mechanical Engineer:

To be determined

.3 Electrical Engineer:

To be determined

§ 1.1.11.2 Consultants retained under Supplemental Services:

To be determined

Init.

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User Notes:

§ 1.1.12 Other Initial Information on which the Agreement is based:

Not applicable

- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.
- § 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM_2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM_2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- § 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.
- § 2.2 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.
- § 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
- § 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- § 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.
- § 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.
- § 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage

than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

- § 2.5.4 Workers' Compensation at statutory limits.
- § 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) each employee, and One Million Dollars (\$1,000,000.00) policy limit.
- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00) in the aggregate.
- § 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.
- § 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- § 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.
- § 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.
- § 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
- § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- § 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.
- § 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.
- § 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

User Notes:

- § 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- § 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- § 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
- § 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- § 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.
- § 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- § 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

- § 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- § 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

- § 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- § 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.
- § 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.
- § 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

- § 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.
- § 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:
 - .1 facilitating the distribution of Bidding Documents to prospective bidders;
 - .2 organizing and conducting a pre-bid conference for prospective bidders;
 - .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
 - .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- § 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

- § 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.
- § 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:
 - .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
 - .2 organizing and participating in selection interviews with prospective contractors;
 - .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
 - .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.
- § 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

- § 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM—2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.
- § 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- § 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

- § 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
- § 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- § 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's

Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

- § 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- § 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

- § 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.
- § 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- § 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
- § 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

- § 3.6.6.1 The Architect shall:
 - .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
 - .2 issue Certificates of Substantial Completion;
 - .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
 - .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- § 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- § 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- § 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- § 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services		Responsibility	
		(Architect, Owner, or not provided)	
§ 4.1.1.1	Programming	N/A	
§ 4.1.1.2	Multiple preliminary designs	N/A	
§ 4.1.1.3	Measured drawings	N/A	
§ 4.1.1.4	Existing facilities surveys	N/A	
§ 4.1.1.5	Site evaluation and planning	N/A	
§ 4.1.1.6	Building Information Model management responsibilities	N/A	
§ 4.1.1.7	Development of Building Information Models for post construction use	N/A	
§ 4.1.1.8	Civil engineering	N/A	

Responsibility
(Architect, Owner, or not provided)
N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Not applicable

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not applicable

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204TM—2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

- § 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:
 - Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
 - .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
 - .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
 - .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of entities providing bids or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.
- § 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.
 - .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
 - .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
 - .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
 - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
 - .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- § 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
 - .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
 - .2 Twelve (12) visits to the site by the Architect during construction
 - .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
 - .4 Two (2) inspections for any portion of the Work to determine final completion.

- § 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.
- § 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- § 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- § 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.
- § 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204TM—2017, Sustainable Projects Exhibit, attached to this Agreement.
- § 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- § 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

- § 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
- § 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
- § 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.
- § 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.
- § 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.
- § 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

- § 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
 - .1 give written approval of an increase in the budget for the Cost of the Work;
 - .2 authorize rebidding or renegotiating of the Project within a reasonable time;
 - .3 terminate in accordance with Section 9.5;
 - .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
 - .5 implement any other mutually acceptable alternative.
- § 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

- § 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- § 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- § 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.
- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.
- § 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
- § 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

- § 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- § 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

- § 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: (Check the appropriate box.)

[x]	Arbitration pursuant to Section 8.3 of this Agreement
[]	Litigation in a court of competent jurisdiction
[]	Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

- § 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
- § 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- § 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- § 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

- § 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
- § 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

- § 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.
- § 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not applicable

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not applicable

- § 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.
- § 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.
- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.
- § 10.5 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 Architect.

- § 10.6 Unless otherwise required in this Agreement, 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.
- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.
- § 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.
- § 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.
- § 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum (Insert amount)

N/A

.2 Percentage Basis
(Insert percentage value)

Eight (8) % of the Total Cost of Construction, as calculated in accordance with Section 11.6.

.3 Other (Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not applicable

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

See hourly rate below

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one and one-half percent (1.5 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

As stated above

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase Design Development Phase Construction Documents	Fifteen Twenty-five Thirty-five	percent (percent (percent (15 25 35	%) %) %)
Phase Procurement Phase Construction Phase	Five Twenty	percent (5 20	%) %)
Total Basic Compensation	one hundred	percent (100	%)

- § 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.
- § 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.
- § 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See below

Employee or Category	Rate (\$0.00)
Architect	210.00
Project Manager	180.00
Project Staff/Draftsperson	110.00
Clerical Staff	65.00

§ 11.8 Compensation for Reimbursable Expenses

- § 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
 - .1 Transportation and authorized out-of-town travel and subsistence;
 - .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
 - .3 Permitting and other fees required by authorities having jurisdiction over the Project;
 - .4 Printing, reproductions, plots, and standard form documents;

- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants:
- 9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- 11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.
- § 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one and one-half percent (1.5 %) of the expenses incurred.
- § 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not applicable

§ 11.10 Payments to the Architect

- § 11.10.1 Initial Payments
- § 11.10.1.1 An initial payment of zero (\$ 00.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.
- § 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid fifteen (15) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

annual legal rate prevailing

- § 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.
- § 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

Init.

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Architect acknowledges and understands that the construction must be in compliance with the Louisiana Public Bid Law, R.S. 38:2212, et seq., and all related applicable provisions of Louisiana law, and that the documents to be prepared and the actions to be undertaken by Architect shall be in compliance.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

- § 13.2 This Agreement is comprised of the following documents identified below:
 - .1 AIA Document B101TM–2017, Standard Form Agreement Between Owner and Architect
 - .2 AIA Document E203[™]–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

- [N/A] AIA Document E204TM—2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this agreement.)
- [X] Other Exhibits incorporated into this Agreement: (Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

See Proposal Exhibit A

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

N/A

Th:	A	 4 641-	J J	r first written	-1

OWNER (Signature)

Staci Albritton Mitchell, Mayor

(Printed name and title)

ARCHITECT (Signature)

Tim Brandon, CEO

(Printed name, title, and license number, if required)

User Notes:

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- - to be substituted for the current provision in Article 12 - -

Architect agrees that the design and the plans and specifications for the Project and for its construction will be in compliance with the Louisiana Public Bid Law, R.S. 38:2212, et seq., and all related applicable provisions of Louisiana law; that the services of the Architect will include the full extent of the necessary public bid project & construction contract award efforts; and regardless of any limitations in Sec 12.2.3, Architect will monitor the on-site construction in a manner sufficient to insure any variation in the construction from the project plans and specifications are promptly made known to the contractor and to the Owner.

Additions and Deletions Report for

AIA® Document B101® - 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:02:19 CT on 11/16/2023.

PAGE 1

AGREEMENT made as of the Twenty-seventh day of October in the year Two Thousand, Twenty-three

City of West Monroe
2305 North 7th
West Monroe, LA 71291
Telephone Number: 318-396-2600

TBA Studio Architecture APC
103 Cypress Street
West Monroe, LA 71291
Telephone Number: 318-340-1550
Fax Number: 318-998-1315

(Name, location and detailed description)

Downtown Riverfront Building Renovation 74 N Riverfront Street
West Monroe, LA 71291

This project consists of the renovation to the existing riverfront building facility. The project will include an approximate 2,200sf renovation which will consist of a white box with a kitchen (three-compartment sink, grease trap, vent hood), restaurant seating areas, restrooms, outdoor decking for seating and accessibility, exterior stairs and ramps, and a rooftop floor. The renovation will expand the facility by an additional floor which will require the addition of multiple staircases and a ramp.

PAGE 2

The program will be developed from discussion with the Owner and research from TBA

To be determined

To be determined

•••

To be determined

PAGE 3

To be determined

••

To be determined

•••

To be determined

•-

The Owner shall use a competitive bid process for the procurement and delivery method for the project.

•••

Not applicable

...

Staci Albritton Mitchell 2305 North 7th West Monroe, LA 71291

Telephone Number: 318-396-2600

•••

Not applicable

••

To be determined

PAGE 4

To be determined

•••

To be determined

••

Tim Brandon 103 Cypress Street West Monroe, LA 71291

Telephone Number: 318-340-1550

...

Email	Address:	tbrandon@	atbastudio.	com

•••

To be determined

•••

To be determined

•••

To be determined

•••

To be determined

PAGE 5

Not applicable

...

- § 2.5.1 Commercial General Liability with policy limits of not less than <u>One Million Dollars</u> (\$ 1,000,000.00) for each occurrence and <u>Two Million Dollars</u> (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.
- § 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

- § 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) policy limit.
- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00) in the aggregate.

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§ 4.1.1.1	Programming	<u>N/A</u>
§ 4.1.1.2	Multiple preliminary designs	<u>N/A</u>
§ 4.1.1.3	Measured drawings	<u>N/A</u>
§ 4.1.1.4	Existing facilities surveys	<u>N/A</u>
§ 4.1.1.5	Site evaluation and planning	<u>N/A</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>N/A</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>N/A</u>
§ 4.1.1.8	Civil engineering	<u>N/A</u>
§ 4.1.1.9	Landscape design	<u>N/A</u>
§ 4.1.1.10	Architectural interior design	<u>N/A</u>
§ 4.1.1.11	Value analysis	<u>N/A</u>

§ 4.1.1.12 Detailed cost estimating beyond that	<u>N/A</u>
required in Section 6.3	
§ 4.1.1.13 On-site project representation	<u>N/A</u>
§ 4.1.1.14 Conformed documents for construction	<u>N/A</u>
§ 4.1.1.15 As-designed record drawings	<u>N/A</u>
§ 4.1.1.16 As-constructed record drawings	<u>N/A</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>N/A</u>
§ 4.1.1.18 Facility support services	<u>N/A</u>
§ 4.1.1.19 Tenant-related services	<u>N/A</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>N/A</u>
§ 4.1.1.21 Telecommunications/data design	<u>N/A</u>
§ 4.1.1.22 Security evaluation and planning	<u>N/A</u>
§ 4.1.1.23 Commissioning	<u>N/A</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>N/A</u>
§ 4.1.1.25 Fast-track design services	<u>N/A</u>
§ 4.1.1.26 Multiple bid packages	<u>N/A</u>
§ 4.1.1.27 Historic preservation	<u>N/A</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>N/A</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>N/A</u>
§ 4.1.1.30 Other Supplemental Services	<u>N/A</u>

PAGE 12

Not applicable

Not applicable

PAGE 13

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 <u>Twelve</u> (12) visits to the site by the Architect during construction
- Two (2) inspections for any portion of the Work to determine whether such portion of the Work is .3 substantially complete in accordance with the requirements of the Contract Documents
- Two (2) inspections for any portion of the Work to determine final completion.

PAGE 14

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 17

[x]Arbitration pursuant to Section 8.3 of this Agreement **PAGE 19**

Not applicable

Not applicable

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D	Δ	G	F	2	N

N/A

•••

()% of the Owner's budget for the Cost of the Work, Eight (8) % of the Total Cost of Construction, as calculated in accordance with Section 11.6.

N/A

Not applicable

PAGE 21

See hourly rate below

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one and one-half_percent (1.5_%), or as follows:

As stated above

...

Schematic Design Phase Design Development Phase Construction Documents	Fifteen Twenty-five Thirty-five	percent (percent (percent (15 25 35	%) %) %)
Phase Procurement Phase Construction Phase	<u>Five</u> Twenty	percent ($\frac{5}{20}$	%) %)

See below

...

Architect	210.00
Project Manager	180.00
Project Staff/Draftsperson	$\overline{110.00}$
Clerical Staff	65.00

PAGE 22

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one and one-half percent (1.5%) of the expenses incurred.

Not applicable

•--

§ 11.10.1.1 An initial payment of zero (\$ 00.00) shall be made upon execution of this Agreement and is the
minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid <u>fifteen</u> (15) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

%-annual legal rate prevailing

PAGE 23

Architect acknowledges and understands that the construction must be in compliance with the Louisiana Public Bid Law, R.S. 38:2212, et seq., and all related applicable provisions of Louisiana law, and that the documents to be prepared and the actions to be undertaken by Architect shall be in compliance.

••		
	<u>N/A</u>	
••	F > ~/.	
	[<u>N/A</u>	AIA Document E204 TM —2017, Sustainable Projects Exhibit, dated as indicated below:
••	[<u>X</u>]	Other Exhibits incorporated into this Agreement:
•••		
		See Proposal Exhibit A
••		
	<u>N/A</u>	
••		
Staci Albritt	on Mitch	ell Mayor Tim Brandon CEO

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:02:19 CT on 11/16/2023 under Order No. 4104243210 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101TM - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

Title)

(Dated)



Exhibit A

PROPOSAL: For Architectural Services

© 2019 TBA Studio, LLC (Page 1 of 4)

Tim Brandon, AIA 103 Cypress Street West Monroe, LA 71291 o. 318.340.1550

e. tbrandon@tbastudio.com

w. www.tbastudio.com

PROPOSAL DATE:

October 18, 2023

CLIENT:

City of West Monroe 2305 N7th Street West Monroe, LA 71291

Contacts:

Staci Albritton Mitchell, Mayor Ph: (318) 396-2600 Direct: (318) 680-3729 smitchell@westmonroe.la.gov

PROJECT NAME:

Renovations for: Downtown Riverfront Building

PROJECT LOCATION:

74 N Riverfront Street West Monroe, LA 71291

PROJECT DESCRIPTION:

Our understanding of the project is as follows:

This project consists of the renovation to the existing riverfront building facility. The project will include an approximate 2,200sf renovation which will consist of a white box with a kitchen (three-compartment sink, grease trap, vent hood), restaurant seating areas, restrooms, outdoor decking for seating and accessibility, exterior stairs and ramps, and a rooftop floor. The renovation will expand the facility by an additional floor which will require the addition of multiple staircases and a ramp.

SCOPE OF SERVICES



Architectural Services:

TBA Studio's Design Services shall include Architectural, Structural, basic Mechanical, Plumbing, Civil, and Electrical designs as required for code review as part of our Basic Services.

TBA Studio will engage with the owner a formal contract for Professional Design Services. An AIA contract between Owner and Architect will be required.

TBA Studio will obtain quotes on the owner's behalf for a site survey and geotechnical services. In the event these services become required for this project, a survey by a licensed surveyor and a soil boring report by a licensed geotechnical engineer shall be provided by the owner.

Programming:

Programming is the process of identifying and organizing essential information about the development. Identifying the physical needs required and the organization of those needs are keys to a successful program.

TBA Studio will provide a meeting to discuss your priorities and review the established project requirements, including the initial project budget.

TBA Studio shall review the owner's Program Statement prior to proceeding with any design work.

TBA Studio realizes that the project is a Commercial Use Project, and we believe it to be necessary to go through our normal programming steps and develop a Project Program that addresses all of the developments needs.

Schematic Design:

TBA Studio shall develop a set of Schematic Design drawings to reflect the program and the current cost estimate. The schematic design will include floor plans and building elevations illustrating the entire development.

TBA Studio will provide meetings to present Schematic Design solutions. At these meetings, the owner shall discuss any changes required to better meet the Project requirements.

TBA Studio will prepare any revisions during the Schematic Design Phase that are needed and present each revision. The owner, prior to proceeding to the next phase, shall approve the Schematic Design drawings.

Design Development Phase:

TBA Studio, with the owner's approval of the Schematic Design, shall then proceed into the Design Development Phase. In Design Development the schematic plans and elevations are reviewed, revised and expanded to incorporate all the details required for construction.

Construction Documents Phase:

TBA Studio shall prepare Construction Documents consisting of drawings and specifications that will describe the scope of the work and be suitable for filing with all State and Federal review agencies and

103 Cypress Street West Monroe, LA 71291 o. 340.1550 f. 318.998.1315 www.tbastudio.com



for construction by a qualified General Contractor. Construction documents shall include, but not be limited to:

- Architectural Plans and Elevations that delineate the new construction, and the cross referencing of details and sections on subsequent drawings.
- Details, Sections, Schedules, and Notes communicate, in detail, different aspects of the design relating to construction and/or code requirements. These details are essential in conveying the design concept to the General Contractor, the subcontractors and to the Building Department and Code Review Agencies.
- Mechanical, Plumbing, and Electrical designs as required for code review.
- Structural framing and foundation drawings as required for code review.

Construction Administration Phase:

TBA Studio shall provide the following, but not limited to, services during construction:

 TBA Studio shall visit the Project site as appropriate to monitor the progress of the work and determine whether the work is in accordance with the Construction Documents as required.

COMPENSATION

Reimbursable Expenses:

TBA Studio shall be reimbursed for first printing cost associated to all final construction documents distributed by our office for construction purposes and all cost associated with filing and review fees with the State Fire Marshal, the IBC review, Department of Health and Hospitals, etc..

TBA Studio shall be reimbursed for any additional work requested by the owners, and mutually agreed upon, that is not included in the "Scope of Work" as defined in this document. (Estimated time is unforeseen)

TBA Studio requests to be compensated for Architectural Services above and beyond the scope of this proposal and shall be billed at the Architect's standard hourly rate as indicated below: (This includes major changes to the program or plans once the design development plans have been approved and work is ongoing for construction documents.)

Principal / Architect	\$210 per hour
Project Manager	\$180 per hour
Project Staff / Draftsperson	\$100 per hour
Clerical Staff	\$ 65 per hour

Compensation for Architectural Services during the Programming through Construction Administration phases described above shall be based 8% of the Construction Cost.

If add alternates are requested and bid, the percentage-based fee will apply to those alternate prices as bid, even in the event the owner decides not to move forward with any or all of the add alternates bid.

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4



Once approved by the owner, monthly billing will occur and will be based on a percentage of completed services. All compensation billing will be defined in the AIA contract between Owner and Architect.

ACCEPTANCE OF PROPOSAL

The aforementioned Project Description, Scope of Services, and Compensation are hereby accepted as the Agreement between Client and Architect. The Architect is authorized to proceed as specified. Payments will be made as indicated above. The owner and Architect will engage in a standard AIA contract between Owner and Architect.

Accepted by: Date:	
Owner Representative	
Title	

STATE OF LOUISIANA

Item 9)

CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:
	SECONDED BY:

AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF WEST MONROE, LOUISIANA, TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH LAZENBY & ASSOCIATES, INC. FOR CERTAIN ENGINEERING & SURVEYING SERVICES IN CONNECTION WITH THE PROJECT KNOWN AS "KIROLI PARK WALKING TRAIL IMPROVEMENTS"; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute on behalf of the City of West Monroe, Louisiana, a Contract For Engineering & Surveying Services with Lazenby & Associates, Inc. for certain engineering and surveying services on the project known as "Kiroli Park Walking Trail Improvements", a copy of which contract is attached as Exhibit "A".

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to take any and all actions and to execute any and all further documents she deems either necessary or proper to negotiate, prepare, execute and carry out the activities arising out of the contract described above according to its terms and intent, including but not limited to such negotiations and modifications as she determines appropriate regarding the terms and conditions of the employment, the nature of the services performed and the manner of calculation of compensation for those services.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, this 21st day of November, 2023, the final vote being as follows:

day of November, 2023, the final vote ben	ig as follows:
YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	APPROVED THIS 21ST DAY OF NOVEMBER, 2023
CINDY EMORY, CITY CLERK CITY OF WEST MONROE	STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE
STATE OF LOUISIANA	STATE OF LOUISIANA

Item 9)





2000 NORTH 7TH STREET WEST MONROE, LA 71291 Tel. 318/387-2710

November 10, 2023

Mayor Staci Albritton Mitchell City of West Monroe 2305 North 7th Street West Monroe, Louisiana 71291

RE: Engineering & Surveying Proposal for
Kiroli Park Walking Trail Improvements
Federal No. 22-00980
City of West Monroe
West Monroe, Louisiana

Dear Mayor:

Lazenby & Associates, Inc. is pleased to submit this lump sum proposal in the amount of \$274,765.00 to provide professional engineering & surveying services as required to prepare construction plans and specifications for the improvement project at Kiroli Park along the asphalt surface walking trails. Our proposal includes the following tasks:

- Topographic Survey
- Final Plans
- Specifications
- Prepare Cost Estimate
- Public Bid Project & Construction Contract Award
- Project Administration during Construction
- Construction Inspection
- As-Built Drawing at Project Close-Out
- Monthly Progress Reports

This proposal is based on a walking trail construction project at Kiroli Park including approximately 15,100 feet of walking trails associated with the City's Grant Agreement Federal No. 22-00980 from the Land & Water Conservation Fund. The scope of work for our design is listed above, and the scope of work for our services during construction includes Project Administration and Inspection. All Plans & Specifications prepared by our firm will comply with the grant requirements of the Land & Water Conservation Fund Grant Agreement Federal No. 22-00980.

Mayor Staci Albritton Mitchell November 10, 2023 Page 2

This proposal does not include geotechnical material testing services during construction. This testing is required during construction to ensure that the contractor's materials & methods are meeting the project specifications such as fill densities, stone densities, and pavement mixture & density. I recommend consulting with a local geotechnical engineering firm at the time of construction contract award to negotiate hourly rates for these testing services during construction. Our firm can arrange those services on behalf of the City at the time of construction.

Should you be in agreement with our proposal, please acknowledge acceptance by signing in the space provided below and return this letter to our office to serve as our authorization to proceed. We can begin immediately, and I estimate that our firm can have plans prepared within 120 days after the Notice to Proceed.

Our firm will arrange for the sports facilities design firm and the electrical designer to prepare a proposal to the City of West Monroe for the design & final plans of the new tennis/pickleball courts, resurfacing of existing tennis courts, fencing, and lighting around the courts. That proposal will be provided under a separate cover letter.

Please contact me should you have any questions concerning our proposal or if you wish to discuss the scope of this project in greater detail. Thank you for considering our firm for professional engineering services required on this project.

Sincerely,

LAZENBY & ASSOCIATES, INC.

PROPOSAL ACCEPTED BY:

Joshua D. Hays, P.E., M.S.C.E.

Mayor

Staci Albritton Mitchell

STATE OF LOUISIANA

CITY OF WEST MONROE

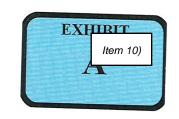
ORDINANCE NO	MOTION BY:
	SECONDED BY:
LOUISIANA, SERVICES ARCHITECT PARK IMPR SCOPE ASSO	ANCE TO AUTHORIZE THE CITY OF WEST MONROE, TO EXECUTE AN AGREEMENT FOR PROFESSIONAL WITH TBA STUDIO, LLC TO PROVIDE CERTAIN URAL AND RELATED SERVICES FOR THE PROPOSED KIROLI ROVEMENTS: RACKET SPORTS EXPANSION (EXCLUDES OCIATED WITH TRAILS); AND TO OTHERWISE PROVIDE ECT THERETO.
SECTION 1.	BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West
Monroe, Louisiana, ir	n regular and legal session convened, that Staci Albritton Mitchell, Mayor of
the City of West Monr	roe, Louisiana, be and she is hereby authorized to execute on behalf of the City
of West Monroe, Lou	uisiana, an agreement for professional services with TBA Studio, LLC, to
provide certain archite	ectural and related services for the proposed Kiroli Park Improvements: Racket
Sports Expansion (exc	cludes scope associated with trails), a draft copy of which agreement is attached
for reference as Exhib	pit "A".
SECTION 2.	BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the
City of West Monroe,	Louisiana, in regular and legal session convened, that Staci Albritton Mitchell,
Mayor of the City of	West Monroe, Louisiana, be and she is hereby further authorized to take any
and all actions and to	o execute any and all documents she deems either necessary or proper to
negotiate, prepare, exc	ecute and thereafter carry out an agreement to obtain architectural and related
services for the proje	ect proposed above, including but not limited to such further discussions,
negotiations and agree	ements as she determines appropriate regarding the final terms and conditions
of the engagement, the	e extent and nature of the services ro be performed, the manner of calculation
of compensation for the	hose services, and such other provisions as she determines either necessary or
appropriate.	
The above Ord	dinance was read and considered by Sections at a public meeting of the Mayor
and Board of Alderme	en, in regular and legal session convened, voted on by yea or nay vote, this 21st
day of November, 202	23, the final vote being as follows:
YEA:	
NAY:	
NOT VOTING:	

ABSENT:____

ATTEST:

APPROVED THIS 21ST DAY OF NOVEMBER, 2023

CINDY EMORY, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA





Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Sixteenth day of November in the year Two Thousand Twenty-three (In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner: (Name, legal status, address and other information)

City of West Monroe 2305 North 7th West Monroe, LA 71291 Telephone Number: 318-396-2600

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

TBA Studio Architecture APC 103 Cypress Street West Monroe, LA 71291 Telephone Number: 318-340-1550 Fax Number: 318-998-1315

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

Kiroli Park Improvements: Racket Sports Expansions Kiroli Park West Monroe, LA 71291

This project consists of the expansion of the existing tennis courts at Kiroli park. As part of this expansion, the existing courts will be resurfaced to match the new courts surfacing. New fencing will be installed to match the existing court fencing. New Court lighting will be provided for the expansion and the existing lighting will be retrofitted with new LED light fixtures. Two new Tennis courts will be constructed, and each new court will also include court striping for (4) pickle ball courts for a total of (8).

The Owner and Architect agree as follows.

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.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The program will be developed from discussion with the Owner and research from TBA.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be determined

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

To be determined

- § 1.1.4 The Owner's anticipated design and construction milestone dates:
 - .1 Design phase milestone dates, if any:

To be determined

Init.

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User Notes:

2

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

To be determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: (Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

The Owner shall use a competitive bid process for the procurement and delivery method for the project.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204TM—2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204—2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204—2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: (List name, address, and other contact information.)

Staci Mitchell Albritton 2305 North 7th West Monroe, LA 71291 Telephone Number: 318-396-2600

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Not applicable

§ 1.1.9 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined

Init.

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User Notes:

•	~· ··	377	•	
.2	Civil	Ŀn	gın	eer:

To be determined

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

To be determined

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3: (List name, address, and other contact information.)

Tim Brandon 103 Cypress Street West Monroe, LA 71291 Telephone Number: 318-340-1550

Email Address: dcathey@tbastudio.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2: (List name, legal status, address, and other contact information.)

- § 1.1.11.1 Consultants retained under Basic Services:
 - .1 Structural Engineer:

To be determined

.2 Mechanical Engineer:

To be determined

.3 Electrical Engineer:

To be determined

§ 1.1.11.2 Consultants retained under Supplemental Services:

To be determined

Init.

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User Notes: (943093557)

§ 1.1.12 Other Initial Information on which the Agreement is based:

To be determined

- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.
- § 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM—2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- § 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.
- § 2.2 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.
- § 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
- § 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- § 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.
- § 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.
- § 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage

than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

- § 2.5.4 Workers' Compensation at statutory limits.
- § 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.
- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00) in the aggregate.
- § 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.
- § 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- § 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.
- § 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.
- § 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
- § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- § 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.
- § 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.
- § 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

- § 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- § 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- § 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- § 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
- § 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- § 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.
- § 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- § 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

- § 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- § 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and

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Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

- § 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- § 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.
- § 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.
- § 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

- § 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.
- § 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:
 - .1 facilitating the distribution of Bidding Documents to prospective bidders;
 - .2 organizing and conducting a pre-bid conference for prospective bidders;
 - .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
 - .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- § 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

- § 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.
- § 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:
 - .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
 - .2 organizing and participating in selection interviews with prospective contractors;
 - .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
 - participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.
- § 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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§ 3.6 Construction Phase Services

§ 3.6.1 General

- § 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM—2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.
- § 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- § 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

- § 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
- § 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- § 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

- § 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- § 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

- § 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.
- § 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- § 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
- § 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- § 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- § 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- § 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- § 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	N/A
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A

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Supplemental Services	Responsibility
	(Architect, Owner, or not provided)
§ 4.1.1.8 Civil engineering	N/A
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	· N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Not applicable

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not applicable

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204TM—2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

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§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

- § 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:
 - Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
 - .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
 - .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
 - .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of entities providing bids or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.
- § 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.
 - .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
 - .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
 - .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
 - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
 - .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- § 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
 - .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
 - .2 Twelve (12) visits to the site by the Architect during construction
 - .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
 - .4 Two (2) inspections for any portion of the Work to determine final completion.

- § 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.
- § 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- § 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- § 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.
- § 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204TM_2017, Sustainable Projects Exhibit, attached to this Agreement.
- § 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- § 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

- § 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
- § 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
- § 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.
- § 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.
- § 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.
- § 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

- § 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- § 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- § 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.
- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.
- § 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
- § 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

- § 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- § 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

- § 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: (Check the appropriate box.)

[x]	Arbitration pursuant to Section 8.3 of this Agreement
[]	Litigation in a court of competent jurisdiction
[]	Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

- § 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
- § 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- § 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- § 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

- § 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
- § 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

- § 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.
- § 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not applicable

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not applicable

- § 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.
- § 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.
- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.
- § 10.5 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 Architect.

- § 10.6 Unless otherwise required in this Agreement, 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.
- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.
- § 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.
- § 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.
- § 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum (Insert amount)

N/A

.2 Percentage Basis
(Insert percentage value)

Eight (8) % of the Total Cost of Construction, as calculated in accordance with Section 11.6.

.3 Other (Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not applicable

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

See hourly rate below

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one and one-half percent (1.5 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

As stated above

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty-five	percent (25	%)
Construction Documents	Thirty-five	percent (35	%)
Phase				
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

- § 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.
- § 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.
- § 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See below

Employee or Category	Rate (\$0.00)
Architect	210.00
Project Manager	180.00
Project Staff/Draftsperson	110.00
Clerical Staff	65.00

§ 11.8 Compensation for Reimbursable Expenses

- § 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
 - .1 Transportation and authorized out-of-town travel and subsistence;
 - .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets:
 - .3 Permitting and other fees required by authorities having jurisdiction over the Project;
 - .4 Printing, reproductions, plots, and standard form documents;

Init.

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User Notes:

- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.
- § 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one and one-half percent (1.5 %) of the expenses incurred.
- § 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Not applicable

§ 11.10 Payments to the Architect

- § 11.10.1 Initial Payments
- § 11.10.1.1 An initial payment of zeroe (\$ 00.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.
- § 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid fifteen (15) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

annual legal rate prevailing

- § 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.
- § 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

Architect agrees that the design and the plans and specifications for the Project and for its construction will be in compliance with the Louisiana Public Bid Law, R.S. 38:2212, et seq., and all related applicable provisions of Louisiana law, and will also comply with the grant requirements of the Land & Water Conservation Fund Grant Agreement Federal No. 22-00980; that the services of the Architect will include the full extent of the necessary public bid project & construction contract award efforts; and regardless of any limitations in Sec 12.2.3, Architect will monitor the on-site construction in a manner sufficient to insure any variation in the construction from the project plans and specifications are promptly made known to the contractor and to the Owner.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

- § 13.2 This Agreement is comprised of the following documents identified below:
 - AIA Document B101TM—2017, Standard Form Agreement Between Owner and Architect
 - .2 AIA Document E203™—2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

- [N/A] AIA Document E204TM_2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this agreement.)
- [X] Other Exhibits incorporated into this Agreement:

 (Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

See Proposal Exhibit A

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

N/A

This Agreement entered into as of the day and ye	ear first written above.
OWNER (Signature)	ARCHITECT (Signature)
Staci Mitchell Albritton, Mayor	Tim Brandon, CEO
(Printed name and title)	(Printed name, title, and license number, if required)

Additions and Deletions Report for

AIA® Document B101® - 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:50:47 CT on 11/20/2023.

PAGE 1

AGREEMENT made as of the Sixteenth day of November in the year Two Thousand Twenty-three

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West Monroe, LA 71291
Telephone Number: 318-340-1550
Fax Number: 318-998-1315

(Name, location and detailed description)

Kiroli Park Improvements: Racket Sports Expansions Kiroli Park West Monroe, LA 71291

This project consists of the expansion of the existing tennis courts at Kiroli park. As part of this expansion, the existing courts will be resurfaced to match the new courts surfacing. New fencing will be installed to match the existing court fencing. New Court lighting will be provided for the expansion and the existing lighting will be retrofitted with new LED light fixtures. Two new Tennis courts will be constructed, and each new court will also include court striping for (4) pickle ball courts for a total of (8).

PAGE 2

The program will be developed from discussion with the Owner and research from TBA.

To be determined

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User Notes:

To be determined

To be determined

PAGE 3

To be determined

To be determined

•••

To be determined

•••

The Owner shall use a competitive bid process for the procurement and delivery method for the project.

•

Not applicable

...

Staci Mitchell Albritton
2305 North 7th
West Monroe, LA 71291
Telephone Number: 318-396-2600

Not applicable

--

To be determined

PAGE 4

To be determined

To be determined

...

Tim Brandon
103 Cypress Street
West Monroe, LA 71291
Telephone Number: 318-340-1550

<u>Email</u>	Address:	dcathey	(a)tba	studio	.com
			-		

To be determined

To be determined

To be determined

To be determined PAGE 5

To be determined

- § 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.
- § 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

 PAGE 6
- § 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit
- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00) in the aggregate.

 PAGE 11

§ 4.1.1.1	Programming	<u>N/A</u>
§ 4.1.1.2	Multiple preliminary designs	<u>N/A</u>
§ 4.1.1.3	Measured drawings	<u>N/A</u>
§ 4.1.1.4	Existing facilities surveys	<u>N/A</u>
§ 4.1.1.5	Site evaluation and planning	<u>N/A</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>N/A</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>N/A</u>
§ 4.1.1.8	Civil engineering	<u>N/A</u>
§ 4.1.1.9	Landscape design	<u>N/A</u>
§ 4.1.1.10	Architectural interior design	<u>N/A</u>

§ 4.1.1.11 Value analysi	S	<u>N/A</u>
§ 4.1.1.12 Detailed cost required in Se		<u>N/A</u>
§ 4.1.1.13 On-site project	et representation	<u>N/A</u>
§ 4.1.1.14 Conformed de	ocuments for construction	<u>N/A</u>
§ 4.1.1.15 As-designed 1	ecord drawings	<u>N/A</u>
§ 4.1.1.16 As-constructe	d record drawings	<u>N/A</u>
§ 4.1.1.17 Post-occupan	cy evaluation	<u>N/A</u>
§ 4.1.1.18 Facility suppo	ort services	<u>N/A</u>
§ 4.1.1.19 Tenant-relate	d services	<u>N/A</u>
§ 4.1.1.20 Architect's co consultants	ordination of the Owner's	<u>N/A</u>
§ 4.1.1.21 Telecommuni	cations/data design	<u>N/A</u>
§ 4.1.1.22 Security evalu	lation and planning	<u>N/A</u>
§ 4.1.1.23 Commissioni	ng	<u>N/A</u>
§ 4.1.1.24 Sustainable P 4.1.3	roject Services pursuant to Section	<u>N/A</u>
§ 4.1.1.25 Fast-track des	ign services	<u>N/A</u>
§ 4.1.1.26 Multiple bid	packages	<u>N/A</u>
§ 4.1.1.27 Historic prese		N/A
	nishings, and equipment design	N/A
	s provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supple		N/A

PAGE 12

Not applicable

Not applicable

PAGE 13

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 <u>Twelve (12</u>) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

PAGE 14

§ 4.2.5 If the services covered by this Agreement have not been completed within <u>twelve (12)</u> months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 17

 $\begin{bmatrix} x \end{bmatrix}$ Arbitration pursuant to Section 8.3 of this Agreement **PAGE 19**

Not applicable

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User Notes: (943093557)

Not applicable

PAGE 20

N/A

...

<u>Eight (8)</u> % of the Owner's budget for the Cost of the Work, <u>Total Cost of Construction</u>, as calculated in accordance with Section 11.6.

N/A

Not applicable

PAGE 21

See hourly rate below

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one and one-half percent (1.5 %), or as follows:

As stated above

Schematic Design Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
Design Development Phase	Twenty-five	percent (<u>25</u>	%)
Construction Documents	Thirty-five	percent (<u>35</u>	%)
Phase				
Procurement Phase	<u>Five</u>	percent (<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (<u>20</u>	%)

See below

...

Architect	210.00
Project Manager	180.00
Project Staff/Draftsperson	110.00
Clerical Staff	65.00

PAGE 22

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one and one-half percent (1.5%) of the expenses incurred.

Not applicable

§ 11.10.1.1 An initial payment of <u>zeroe</u> (\$ 00.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid <u>fifteen</u> (15) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

% annual legal rate prevailing

PAGE 23

Architect agrees that the design and the plans and specifications for the Project and for its construction will be in compliance with the Louisiana Public Bid Law, R.S. 38:2212, et seq., and all related applicable provisions of Louisiana law, and will also comply with the grant requirements of the Land & Water Conservation Fund Grant Agreement Federal No. 22-00980; that the services of the Architect will include the full extent of the necessary public bid project & construction contract award efforts; and regardless of any limitations in Sec 12.2.3, Architect will monitor the on-site construction in a manner sufficient to insure any variation in the construction from the project plans and specifications are promptly made known to the contractor and to the Owner.

	<u>N/A</u>
	[N/A] AIA Document E204 TM —2017, Sustainable Projects Exhibit, dated as indicated below:
	
	[X] Other Exhibits incorporated into this Agreement:
	See Proposal Exhibit A
••	
	<u>N/A</u>
 Staci Mitabali	ll Albritton, Mayor Tim Brandon, CEO

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:50:47 CT on 11/20/2023 under Order No. 4104243210 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101TM - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

	TWHEN	
(Signed)		
	639	
(Title)		
	1	
	1.20.13	
(Dated)	-	



Exhibit A

PROPOSAL: For Architectural Services © 2019 TBA Studio, LLC (Page 1 of 4)

Tim Brandon, AIA 103 Cypress Street West Monroe, LA 71291 o. 318.340.1550

e. tbrandon@tbastudio.com

w. www.tbastudio.com

PROPOSAL DATE:

November 07, 2023

CLIENT:

City of West Monroe 2305 N7th Street West Monroe, LA 71291

Contacts:

Staci Albritton Mitchell. Mayor Ph: (318) 396-2600 Direct: (318) 680-3729 smitchell@westmonroe.la.gov

PROJECT NAME:

Kiroli Park Improvements: Racket Sports Expansion (excludes scope associated with trails)

PROJECT LOCATION:

Kiroli Park West Monroe, LA 71291

PROJECT DESCRIPTION:

Our understanding of the project is as follows:

This project consists of the expansion of the existing tennis courts at Kiroli park. As part of this expansion, the existing courts will be resurfaced to match the new courts surfacing. New fencing will be installed to match the existing court fencing. New Court lighting will be provided for the expansion and the existing lighting will be retrofitted with new LED light fixtures. Two new Tennis courts will be constructed, and each new court will also include court striping for pickle ball courts.

Item 10)



SCOPE OF SERVICES

Architectural Services:

TBA Studio's Design Services shall include Architectural, Civil, and Electrical designs as required for code review as part of our Basic Services.

TBA Studio will engage with the owner a formal contract for Professional Design Services. An AIA contract between Owner and Architect will be required.

TBA Studio will obtain quotes on the owner's behalf for a site survey and geotechnical services. In the event these services become required for this project, a survey by a licensed surveyor and a soil boring report by a licensed geotechnical engineer shall be provided by the owner.

Programming:

Programming is the process of identifying and organizing essential information about the development. Identifying the physical needs required and the organization of those needs are keys to a successful program.

TBA Studio will provide a meeting to discuss your priorities and review the established project requirements, including the initial project budget.

TBA Studio shall review the owner's Program Statement prior to proceeding with any design work.

TBA Studio realizes that the project is a Commercial Use Project, and we believe it to be necessary to go through our normal programming steps and develop a Project Program that addresses all of the developments needs.

Schematic Design:

TBA Studio shall develop a set of Schematic Design drawings to reflect the program and the current cost estimate. The schematic design will include floor plans and building elevations illustrating the entire development.

TBA Studio will provide meetings to present Schematic Design solutions. At these meetings, the owner shall discuss any changes required to better meet the Project requirements.

TBA Studio will prepare any revisions during the Schematic Design Phase that are needed and present each revision. The owner, prior to proceeding to the next phase, shall approve the Schematic Design drawings.

Design Development Phase:

TBA Studio, with the owner's approval of the Schematic Design, shall then proceed into the Design Development Phase. In Design Development the schematic plans and elevations are reviewed, revised and expanded to incorporate all the details required for construction.

103 Cypress Street West Monroe, LA 71291 o. 340.1550 f. 318.998.1315 www.tbastudio.com



Construction Documents Phase:

TBA Studio shall prepare Construction Documents consisting of drawings and specifications that will describe the scope of the work and be suitable for filing with all State and Federal review agencies and for construction by a qualified General Contractor. Architect agrees that the design and the plans and specifications for the Project and for its construction will be in compliance with the Louisiana Public Bid Law, R.S. 38:2212, et seq., and all related applicable provisions of Louisiana law, and will also comply with the grant requirements of the Land & Water Conservation Fund Grant Agreement Federal No. 22-00980; that the services of the Architect will include the full extent of the necessary public bid project & construction contract award efforts; and regardless of any limitations in Sec 12.2.3, Architect will monitor the on-site construction in a manner sufficient to insure any variation in the construction from the project plans and specifications are promptly made known to the contractor and to the Owner.

Construction documents shall include, but not be limited to:

- Architectural Plans and Elevations that delineate the new construction, and the cross referencing of details and sections on subsequent drawings.
- Details, Sections, Schedules, and Notes communicate, in detail, different aspects of the design relating to construction and/or code requirements. These details are essential in conveying the design concept to the General Contractor, the subcontractors and to the Building Department and Code Review Agencies.
- Electrical and Civil designs as required.

Construction Administration Phase:

TBA Studio shall provide the following, but not limited to, services during construction:

 TBA Studio shall visit the Project site as appropriate to monitor the progress of the work and determine whether the work is in accordance with the Construction Documents as required.

COMPENSATION

Reimbursable Expenses:

TBA Studio shall be reimbursed for first printing cost associated to all final construction documents distributed by our office for construction purposes and all cost associated with filing and review fees with the State Fire Marshal, the IBC review, Department of Health and Hospitals, etc..

TBA Studio shall be reimbursed for any additional work requested by the owners, and mutually agreed upon, that is not included in the "Scope of Work" as defined in this document. (Estimated time is unforeseen)

TBA Studio requests to be compensated for Architectural Services above and beyond the scope of this proposal and shall be billed at the Architect's standard hourly rate as indicated below: (This includes major changes to the program or plans once the design development plans have been approved and work is ongoing for construction documents.)

Principal / Architect \$210 per hour
Project Manager \$180 per hour
Project Staff / Draftsperson \$100 per hour
Clerical Staff \$65 per hour

Item 10)

4



Compensation for Architectural Services during the Programming through Construction Administration phases described above shall be based on <u>8% of the Construction Cost</u>.

If add alternates are requested and bid, the percentage-based fee will apply to those alternate prices as bid, even in the event the owner decides not to move forward with any or all of the add alternates bid.

Once approved by the owner, monthly billing will occur and will be based on a percentage of completed services. All compensation billing will be defined in the AIA contract between Owner and Architect.

ACCEPTANCE OF PROPOSAL

The aforementioned Project Description, Scope of Services, and Compensation are hereby accepted as the Agreement between Client and Architect. The Architect is authorized to proceed as specified. Payments will be made as indicated above. The owner and Architect will engage in a standard AIA contract between Owner and Architect.

Accepted by: Date:	
Owner Representative	
Title:	

Item 11)

STATE OF LOUISIANA CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:
	SECONDED BY:

AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF WEST MONROE, LOUISIANA, TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH ROBERT N. WAXMAN/WAXMAN'S, III FOR CERTAIN CONSULTING SERVICES IN CONNECTION WITH THE PROJECT KNOWN AS "KIROLI PARK IMPROVEMENTS AND ITS FUNDING THROUGH A LAND AND WATER CONSERVATION GRANT"; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute on behalf of the City of West Monroe, Louisiana, a Contract For Consulting Services regarding Federal Compliance with Robert N. Waxman/Waxman's, III regarding Federal Compliance on the project known as "Kiroli Park Improvements", and its funding through a Land and Water Conservation grant, a copy of which contract is attached as Exhibit "A".

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to take any and all actions and to execute any and all further documents she deems either necessary or proper to negotiate, prepare, execute and carry out the activities arising out of the contract described above according to its terms and intent, including but not limited to such negotiations and modifications as she determines appropriate regarding the terms and conditions of the employment, the nature of the services performed and the manner of calculation of compensation for those services.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, this 21st day of November, 2023, the final vote being as follows:

day of November, 2023, the final vote being	ng as follows:
YEA:	
NAY:	
NOT VOTING:	
ABSENT:	
ATTEST:	APPROVED THIS 21ST DAY OF NOVEMBER, 2023
CINDY EMORY, CITY CLERK CITY OF WEST MONROE STATE OF LOUISIANA	STACI ALBRITTON MITCHELL, MAYOR CITY OF WEST MONROE STATE OF LOUISIANA

WAXMANS, III **Planning and Management Consultants**

TO:	Mayor Staci Albritton-Mitchell
	City of West Monroe

FROM: Robert N. Waxman Waxmans, III

DATE: November 15, 2023

RE: City of West Monroe – Grant – State of Louisiana – Kiroli Park Improvements - Land and Water Conservation Funds - Federal Compliance

- 1) My Company will work with the City, the Project Engineer and the LA State Parks Division of Outdoor Recreation - to assist the City in meeting the Department of Culture, Recreation and Tourism Federal Compliance issues involved in the Grant, such as 504.
- 2) I will assist the Project Engineer in preparing the Plans and Specs as it pertains to the Federal Requirements in the Notice of Award to the City.
- 3) I will be available to attend any meetings necessary concerning the Grant and will provide written responses to any questions involving the Federal Compliance issues (all written answers will be cc'd to the Mayor's office).
- 4) Fees Five thousand dollars (\$5,000.00). All services will be invoiced on a monthly basis. These services will be paid out of Local funds.

I will be glad to answer any questions.	if you agree with this proposal,	please sign and	i date and email back
to me.)			
Robert N. Waxman			
cc: Files			
<u></u>	Mayor Staci Albritton-Mitchell		Date

P.O. Drawer 900 Jasper, Texas 75951 409/384-3458 FAX: 409/384-5719

Monroe, Louisiana 71207-4364 318/387-9225

FAX: 318/387-9751

P.O. Box 14364

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: KIROLI DOG PARK IMPROVEMENTS
21E039.00
ENGINEER: LAZENBY & ASSOCIATES, INC.
OWNER:CITY OF WEST MONROE
CONTRACTOR: BGW CONSTRUCTION, LLC
CONTRACT DATE: August 16, 2023
DATE OF ACCEPTANCE OF SUBSTANTIAL COMPLETION: October 12, 2023
This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:
All Work
The Work to which this certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER on and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on
October 12, 2023 Date of Substantial Completion
A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 10 calendar days of the above date of Substantial Completion or after the Contract Time is restarted.
The Date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:
The 45-day lien period shall begin upon the date that this document is filed with the Clerk of Court in Ouachita Parish.
This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.
Executed by ENGINEER on October 12, 2023
By: Associates, Inc. ENGINEER By:
The CONTRACTOR accepts this Certificate of Substantial Completion on October 12, 2023
BGW Construction, LLC CONTRACTOR
By:
The OWNER accepts this Certificate of Substantial Completion on
City of West Monroe OWNER
Bv:

SUBSTANTIAL COMPLETION INSPECTION "PUNCH LIST" KIROLI DOG PARK IMPROVEMENTS WEST MONROE, LOUISIANA L & A, INC. PROJECT NO. 21E039.00

OCTOBER 12, 2023

- 1. Contractor to supply an as-built sketch of the installed irrigation system.
- 2. Contractor to install a gate at the north access currently in use and repair the chain link fence within the same area that was damaged by a fallen tree prior to construction commencing.

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO	MOTION BY:		
	SECONDED BY:		

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO ENTER INTO AN ENTITY/STATE AGREEMENT WITH THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT REGARDING STATE PROJECT NO. H.015660, FEDERAL AID PROJECT NO. H015660, TRENTON STREET SHARED-USE PATH; TO FURTHER AUTHORIZE THE MAYOR TO EXECUTE THAT ENTITY/STATE AGREEMENT AND ALL RELATED DOCUMENTS; AND TO FURTHER EXECUTE ANY ALL FURTHER DOCUMENTS, AUTHORIZATIONS OR COMMITMENTS, AND TO UNDERTAKE ANY AND ALL ACTIONS WHICH ARE NECESSARY, APPROPRIATE OR DESIRABLE IN ORDER TO MEET ANY AND ALL OTHER REQUIREMENTS RELATING TO THE AWARD OF THAT PROJECT, OR OTHERWISE TO FULFILL THE OBLIGATIONS OF THE CITY OF WEST MONROE, LOUISIANA, AS IT RELATES TO THE AGREEMENT; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana, is hereby authorized to enter into an Entity/State Agreement with the Louisiana Department of Transportation and Development regarding State Project No. H.015660, Federal Aid Project No. H015660, Trenton Street Shared-Use Path, a copy of which is attached as Exhibit "A", and that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute that Entity/State Agreement on behalf of the City of West Monroe, Louisiana, and to further execute any and all documents either necessary or appropriate to reflect the approval by the City of West Monroe, Louisiana.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Alderman of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana, be and she is hereby further authorized to execute any and all further documents, authorizations or commitments, including but not limited to any funding commitments required or requested, and to undertake any and all actions which are necessary, appropriate or desirable in order to meet any and all other requirements relating to the award of that project, including the designation of Matthew Wilson, Finance Director, or such other persons as she shall determine appropriate, as the "Responsible Charge", and otherwise to fulfill the obligations of the City of West Monroe, Louisiana, as it relates to the award of funds for this project, or the provisions of the Entity/State Agreement approved above.

and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, this

21st day of November, 2023, the final vote being as follows:

YEA:

NAY:

NOT VOTING:

ABSENT:

APPROVED THIS 21ST DAY OF NOVEMBER, 2023

CINDY EMORY, CITY CLERK
CITY OF WEST MONROE,
STATE OF LOUISIANA

STATE OF LOUISIANA

STATE OF LOUISIANA

The above Ordinance was read and considered by sections at a public meeting of the Mayor



STATE OF LOUISIANA LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

ENTITY/STATE AGREEMENT STATE PROJECT NO. H.015660 FEDERAL AID PROJECT NO. H015660 TRENTON STREET SHARED-USE PATH OUACHITA PARISH

THIS AGREEMENT	, is made	and execu	ited in two	originals	on this	day	y of
,	20,	by and	between	the Lo	ouisiana	Department	of
Transportation and	Develop	ment, thr	ough its S	ecretary,	hereinaf	ter referred to	as
"DOTD," and the City	y of West	Monroe,	a political	subdivisi	on of the	State of Louisia	ına,
hereinafter referred to	as "Entit	y".					
WITNESSETH: That	t ;						

WHEREAS, the Entity and DOTD desire to cooperate in the financing and delivery of the Project as described herein; and

WHEREAS, the Entity understands that funding for this project is not a grant, but reimbursement/disbursement of eligible expenditures as provided herein; and

WHEREAS, if applicable, the Project is part of a Transportation Improvements Program (TIP), serving to implement the area wide transportation plan held currently valid by appropriate local officials and the MPO, and developed as required by Section 134 of Title 23, U.S.C.; and

WHEREAS, the Entity grants access within the project limits to DOTD and all necessary parties required to complete the project; and

WHEREAS, DOTD is agreeable to the implementation of the Project and desires to cooperate with the Entity as hereinafter provided; and

WHEREAS, the Entity is required to attend the mandatory Qualification Core Training and to adhere to the Local Public Agency (LPA) Manual.

Entity/State Agreement S.P. No. H.015660 F.A.P. No. H015660 Trenton Street Shared-Use Path Ouachita Parish Page 2 of 21

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

The foregoing recitals are hereby incorporated by reference into this agreement.

ARTICLE I: PROJECT DESCRIPTION

The improvement, hereinafter referred to as "Project," that is to be undertaken under this Agreement is to construct a 10'-wide shared-use path, burial of electrical and telecommunications lines, minor drainage improvements and relocation of other utilities along the Trenton Street corridor. The project extends from Otis Street to Bridge Street, in West Monroe, Ouachita Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this Project as follows: State Project No. H.015660 and Federal Project No. H015660. All correspondence and other documents pertaining to this project shall be identified with these project numbers.

The table below defines who will perform the work involved with each item listed in their respective articles, either directly with in-house staff or through a consultant or contractor. This table does not address funding.

Entity/State Agreement S.P. No. H.015660 F.A.P. No. H015660 Trenton Street Shared-Use Path Ouachita Parish Page 3 of 21

Responsibility Table Roadway Control Section 000-37				
	Entity	DOTD	Comments	
Roadway Owner	Yes	No		
Environmental Process	Yes	No	If PCE, DOTD may prepare the environmental document	
Pre-Construction Engineering	Yes	No		
Rights-of-Way				
Appraisal/Valuation Services	Yes	No		
Appraisal Review	Yes	No		
Acquisition/Relocation Services	Yes	No		
Other Right of Way Services	Yes	No		
Permits Necessary for Project	Yes	No		
Utility Agreements (Clearance/Relocation)	Yes	No		
Utility Permits	Yes	No		
Construction	Yes	No		
Construction Engineering Administration and Inspection	Yes	No		
Construction Engineering Testing	Yes	No		
Non-Infrastructure Enhancements	Yes	No		

ARTICLE II: FUNDING

Except for services hereinafter specifically listed to be furnished solely at DOTD's expense or solely at the Entity's expense, the cost of this Project will be a joint participation between DOTD and the Entity, with DOTD or the Entity contributing the local match of the participating approved project Stage/Phase and the Federal Highway Administration, hereinafter referred to as "FHWA," contributing Federal Funds through DOTD, as shown in the Funding Table. The Entity does, however, reserve the right to incorporate items of work into the construction contract not eligible for state or federal participation if it so desires, and at its own cost subject to prior DOTD and/or federal approval.

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Funding Table ¹ Roadway Control Section 000-37			
Method of Payment	Disbursement		
	Percentage Funded By Entity	Percentage Funded By DOTD	Comments
Environmental Process	100%	0%	
Pre-Construction Engineering	100%	0%	
Rights-of-Way			
Appraisal/Valuation Services	20%	80%	80% Federal; 0% State
Appraisal Review	20%	80%	80% Federal; 0% State
Acquisition/Relocation Services	20%	80%	80% Federal; 0% State
Other Right of Way Services	20%	80%	80% Federal; 0% State
Permits Necessary for Project	100%	0%	
Utility Agreements (Clearance/Relocation) ²	20%	80%	80% Federal; 0% State
Utility Permits	100%	0%	
Construction	20%	80%	80% Federal; 0% State
Construction Engineering and Inspection	100%	0%	
Construction Engineering Testing	100%	0%	
Non-Infrastructure Enhancements	100%	0%	

¹Percentages are to be applied to the amount shown in the most current approved Transportation Improvement Program (TIP) including subsequent modifications and amendments. If in a non-MPO area, a Funding Commitment Letter will be used to identify the available funds.

²Includes railroads

The estimated percentage paid by the Entity, as shown in the Funding Table, is required to be remitted to DOTD prior to advertisement or commencement of any Stage/Phase for which DOTD is designated as being responsible, as per the Responsibility Table.

In addition, if DOTD manages a contract for an off-system (i.e., locally owned) route, the Entity will, in advance of DOTD entering into any contract for any Stage/Phase, be required to pay for DOTD's indirect costs associated with the administration of that

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contract, in proportion to the local share of the contract (as specified in the funding table). The amount of indirect costs will be calculated based on DOTD's most current federally-approved administrative cost rate, which shall be applied to the cost of the contract. Entity may request in writing from the DOTD Project Manager an exemption from the obligation to pay a share of DOTD's indirect costs.

For construction contracts the Entity will be required to pay 1.2 times the amount described in the above paragraphs, with the additional amount to be held in reserve for change orders and claims. In the event that the actual cost of the contract exceeds the preliminary cost estimate the Entity shall reimburse DOTD in an amount equal to the matching funds of the actual final cost in excess of said preliminary cost estimate, which shall be payable within 30 days of receipt of an invoice for same from DOTD. In the event that the actual cost of the contract is less than the said preliminary cost estimate (and the amount held in reserve, as applicable) DOTD shall return to Entity funds in excess of the amount required in proportionate matching funds, based on actual cost incurred, as provided in the funding table.

For services for which the Entity is designated as being responsible, as per the Responsibility Table, and which will receive Federal funding, as per the Funding Table, the Entity agrees it will not incur or expend any funds or provide a written Notice To Proceed (NTP) to any consultant or contractor prior to written notification from DOTD that they can begin work. Any costs incurred prior to such notification will not be compensable.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *disbursement* method is chosen, as per the Funding Table, DOTD will pay to the Entity monthly the correct federal ratio of the approved project costs after the Entity has rendered such invoices. The invoices shall be submitted with a DOTD Cost Disbursement Certification, executed by the properly designated Entity official. The Entity is required to tender payment for the invoiced cost to the vendor promptly upon receipt of each disbursement of funds. Within sixty (60) days from receipt of payment form DOTD, Entity shall provide proof to DOTD of said payment to vendor.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *reimbursement* method is chosen, as per the Funding Table, the Entity will submit an invoice monthly to DOTD with a copy of the cancelled check, in accordance with DOTD's standards and methods. Upon receipt of each invoice, DOTD will reimburse the percentage shown in the Funding Table within 30 days of determining that it is correct. The Entity must bill within 60 days of the incurrence of expense or receive a written waiver from their project manager extending the time of submittal.

All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Audit Section. Before final payment is recommended by DOTD, all supporting documentation

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shall conform to DOTD policies and procedures. The Entity shall submit all final billings for all Stage/Phases of work within 90 days after the completion of the period of performance of this agreement. Failure to submit these billings within the specified 90 day period shall result in the Project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity. The Entity shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with federal/state laws and/or regulations. The cited amounts which are reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

Should the Entity fail to reimburse DOTD the cited amounts within 30 days after notification, all future payment requests from the Entity will be held until the cited amounts are exceeded, at which time only the amount over the cited amounts will be released for payment. Additionally, future Local Public Agency projects for the Entity may not be approved until such time as the cited amount is reimbursed to DOTD.

ARTICLE III: PROJECT RESPONSIBLE CHARGE

23 CFR 635.105 requires a full-time employee of the Entity to be in "Responsible Charge" of the Project for the Stages/Phases for which the Entity is designated as being responsible, as per the Responsibility Table. The Entity at the time of execution of this Agreement shall complete, if not previously completed, the LPA Responsible Charge Form and submit it to the Project Manager. The Entity is responsible for keeping the form updated and submitting the updated form to the Project Manager. The LPA Responsible Charge need not be an engineer. DOTD will serve as the Responsible Charge for the construction engineering and inspection portion of the Project on state routes. The LPA Responsible Charge is expected to be accountable for the Project and to be able to perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation;

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- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project.
- Review QA/QC forms, Constructability/Biddability Review form, and all other current DOTD quality assurance documents.

The above duties do not restrict an Entity's organizational authority over the LPA Responsible Charge or preclude sharing of these duties and functions among a number of public Entity employees. It does not preclude one employee from having responsible charge of several projects and directing project managers assigned to specific projects.

In accordance with 23 CFR 635.105, DOTD will provide a person in "responsible charge" that is a full-time employed state engineer for Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table. For Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table, the Entity will also provide an LPA Responsible Charge, but that person will have the following modified duties.

- Acts as primary point of contact for the Entity with the DOTD;
- Participate in decisions regarding cost, time and scope of the Project, including changed / unforeseen conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is appropriate in light of the magnitude and complexity of the Project; or as determined by the DOTD Responsible Charge;
- Provide assistance or clarification to DOTD and its consultants, as requested;
- Attend project meetings as determined by the DOTD Responsible Charge; and shall attend the Project's "Final Inspection";
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project as requested by the DOTD Responsible Charge;
- Review QA/QC forms, Plan Constructability/Biddability Review form, and other current DOTD quality assurance documents as requested by the DOTD Responsible Charge

ARTICLE IV: PERIOD OF PERFORMANCE

If the Tables indicate that State or Federal funds are used for an authorized Stage/Phase of the project, a period of performance is required for the authorized Stage/Phase. As per 2 CFR 200.309, the Period of Performance is a period when project costs can be incurred; specifically, a project Stage/Phase authorization start and end date. Any additional costs incurred after the end date are not eligible for reimbursement. The Project Manager will send the LPA a Period of Performance written notification which will provide begin and

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end dates for each authorized project Stage/Phase and any updates associated with the dates.

ARTICLE V: CONSULTANT SELECTION

If the Funding Tables indicate that Federal funds are used for a Stage/Phase of the project in which consulting services will be performed, DOTD shall advertise and select a consulting firm for the performance of the services necessary to fulfill the scope of work unless the Entity has a selection process which has been previously approved by FHWA and DOTD for the designated Stage/Phase. Following the selection of the consulting firm by DOTD, if applicable, and if the Responsibility Table specifies that the Entity holds the contract, the Entity shall enter into a contract (prepared by DOTD) with the consulting firm for the performance of all services required for the Stage/Phase. The Entity may make a non-binding recommendation to the DOTD Secretary on the consultant shortlist. If the Entity makes a selection pursuant to its approved procedures, the Entity shall submit to DOTD the draft contract for approval prior to execution. No sub-consultants shall be added to the Project without prior approval of the DOTD Consultant Contract Services Administrator. The specified services will be performed by the selected consultant under the direct supervision of the LPA Responsible Charge, who will have charge and control of the Project at all times.

Formal written notification from DOTD of federal authorization is required prior to the issuance of an NTP by the Entity. Any costs which the Entity expects to be reimbursed prior to such authorization will not be compensable prior to the NTP date or if performed outside of the period of performance of this agreement.

The Entity shall be responsible for any contract costs attributable to the errors or omissions of its consultants or sub-consultants.

If **DOTD** is designated as being responsible to complete the Stage/Phase, as per the Responsibility Table, DOTD will perform the specified services.

As per the Funding Table, if the **Entity** is responsible for all costs associated with a Stage/Phase, and the Responsibility Table indicates the Entity is the contract holder, the Entity shall either conduct the specified services or advertise and select a consulting firm (if not previously selected) for the performance of services necessary to fulfill the scope of work for the designated Stage/Phase. If a consulting firm is selected, the Entity shall enter into a contract with the selected firm for the performance of the services. The Entity is prohibited from selecting or approving any consultant or sub-consultant who is on DOTD's disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1 et seq.

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ARTICLE VI: ENVIRONMENTAL PROCESS

If it is specified in the Funding Table, the environmental process is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

The Project will be developed in accordance with the National Environmental Policy Act (NEPA), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase 1: Manual of Standard Practice" and "Environmental Manual of Standard Practice." All Stage/Phase 1, environmental documents, and public involvement proposals, prepared by or for the Entity, shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

ARTICLE VII: PRE-CONSTRUCTION ENGINEERING

If it is specified in the Funding Table, pre-construction engineering is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article. In the event that the Entity is obligated to complete this work and contracts with a third party to perform the work, and DOTD is obligated to complete any subsequent work, DOTD and the Entity agree that any rights that the Entity may have to recover from the provider of pre-construction engineering services shall be transferred to DOTD.

The Engineer of Record shall make all necessary surveys, prepare plans, technical specifications and cost estimates and complete any and all required documentation for the Project in accordance with the applicable requirements of the latest edition of the Louisiana Standard Specifications for Roads and Bridges, applicable requirements of 23 CFR Part 630 ("Preconstruction Procedures"), and the following specific requirements:

The design standards shall comply with the criteria prescribed in 23 CFR Part 625 ("Design Standards For Highways") and state requirements applicable to the roadway(s) that is/are the subject of this agreement. The format of the plans should conform to the latest standards used by DOTD in the preparation of its contract plans for items of work of similar character. The deliverables must incorporate all applicable *accessibility* codes and all related regulations including but not limited to: ADAAG, 2010 ADA Standards for Accessible Design, MUTCD, PROWAG, Section 504 of the Rehabilitation Act of 1973, 23 CFR 450, State DOT Regulations, USDOT, 49 CFR Part 37. For information on

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acronyms see the LPA Manual located on the DOTD website: (http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Administration/LPA/Pages/default_aspx).

For projects including lighting systems, the Entity will execute a lighting agreement. The Entity shall also provide DOTD with documentation of the utility/electrical service account in the Entity's name where projects are built on state rights-of-way.

ARTICLE VIII: RIGHT-OF-WAY APPRAISAL, ACQUISITION AND RELOCATION

If it is specified in the Funding Table, right-of-way services and acquisition are eligible as project costs.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If right-of-way is required for this Project, appraisal and acquisition of all real property and property rights required for this Project shall be in accordance with all applicable State and Federal laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD's Right-of-Way Manual; DOTD's LPA Right-of-Way Manual; DOTD's Guide to Title Abstracting and any additional written instructions as given by the DOTD Right-of-Way Section.

Design surveys, right-of-way surveys and the preparation of right-of-way maps shall be performed in accordance with the requirements specified in the current edition of the "Location & Survey Manual."

The Entity shall sign and submit the LPA Assurance Letter to the DOTD Right-of-Way Section annually. As soon as it is known that the acquisition of right-of-way is required for this Project, the Entity shall contact the DOTD Right-of-Way Section for guidance.

DOTD or the Entity, as per the Responsibility Table, shall ensure that the design of the Project is constrained by the existing right-of-way or the right-of-way acquired for the Project, as shown on the construction plans. When applicable, the Entity will send to the Project Manager a letter certifying that the Project could be built within the right-of-way.

If right-of-way was acquired by the Entity, the letter should also state that the acquisition was performed according to state and federal guidelines, as mentioned above, and it is understood that liability and any costs incurred due to insufficient right-of-way are the responsibility of the Entity.

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ARTICLE IX: TRANSFER AND ACCEPTANCE OF RIGHT-OF-WAY

If the Responsibility Table indicates that parcels of land shall be acquired by DOTD as right-of-way for the Project and if the roadway shall not remain in the State Highway System after completion and acceptance of the Project, these parcels shall be transferred by DOTD, in full ownership, to the Entity, upon the Final Acceptance of the Project by the DOTD Chief Engineer. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the Entity's road system and the assumption by the Entity of the obligations to maintain and operate the property and its improvements, if any, at its sole cost and expense.

If the Responsibility Table indicates that parcels of land shall be acquired by the Entity as right-of-way for the Project and the roadway shall not remain in the Entity's Highway System after completion and acceptance of the Project, these parcels shall be transferred by the Entity to DOTD, in full ownership, upon final inspection and acceptance of the Project by the DOTD. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the State Highway System and the assumption by the State of the obligations to maintain and operate the property and its improvements, if any, at DOTD's sole cost and expense.

Furthermore, both DOTD and the Entity agree to hold harmless and indemnify and defend the other party against any claims of third persons for loss or damage to persons or property resulting from the failure to maintain or to properly sign or provide and maintain signals or other traffic control devices on the property acquired pursuant to this Agreement.

ARTICLE X: PERMITS

The Responsibility Table defines whether DOTD or the Entity shall be obligated to obtain the permits and the approvals necessary for the Project, whether from private or public individuals and pursuant to local, State or Federal rules, regulations, or laws.

ARTICLE XI: UTILITY RELOCATION/RAILROAD COORDINATION

If specified in the Funding Table, companies that have compensable interest and whose utilities must be relocated may be reimbursed relocation costs from project funds.

The responsible party, as defined in the Responsibility Table, shall be obligated to obtain from affected utility companies or railroads all agreements and designs of any required systems or relocations.

When the Entity is responsible for these activities on one or more control sections of the Project, the Entity will be required to submit a Utility Assurance Letter to the DOTD Project Manager prior to the letting of the Project.

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If the Entity is the responsible party, then it shall comply with all utility relocation processes as specified in the LPA Manual.

The responsible party, as defined in the Responsibility Table, shall be obligated to issue any permits or otherwise authorize any utility companies or railroads that are relocating into project right-of-way in connection with the Project.

ARTICLE XII: BIDS FOR CONSTRUCTION

DOTD shall prepare construction proposals, advertise for and receive bids for the work, and award the contract to the lowest responsible bidder. Construction contracts will be prepared by DOTD after the award of contract.

For Entity held contracts, DOTD will advertise for and receive bids for the work in accordance with DOTD's standard procedures. All such bids will be properly tabulated, extended, and summarized to determine the official low bidder. DOTD will then submit copies of the official bid tabulations to the Entity for review and comment while DOTD will concurrently analyze the bids. The award of the contract shall comply with all applicable State and Federal laws and the latest edition of the Louisiana Standard Specifications for Roads and Bridges. The Entity will be notified when the official low bid is greater than the estimated construction costs. When a decision is made to award the contract, the contract will be awarded by DOTD on behalf of the Entity following concurrence by the Federal Highway Administration (FHWA) and the Entity. DOTD will transmit the construction contract to the Entity for its further handling toward execution. The Entity will be responsible for construction contract recordation with the Clerk of Court in the Project's parish. A receipt of filing shall be sent to DOTD Financial Services Section. DOTD will, at the proper time, inform the Entity in writing to issue to the contractor an official NTP for construction.

ARTICLE XIII: CONSTRUCTION ENGINEERING AND INSPECTION

If it is specified in the Funding Table, construction engineering and inspection is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If DOTD is obligated to complete the work specified in this Article, DOTD will perform the construction engineering and inspection using funds as specified in the Funding Table. If the Entity is obligated to complete the work specified in this Article, the Entity will either perform the construction engineering and inspection with in-house staff or will hire a consultant to perform the work. If federal funds are specified in the Funding Table for construction engineering and inspection, the selection of any consultant will be as provided

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in Article V, above. The construction engineering and inspection must be performed by a professional licensed to perform the type of work being performed.

DOTD will assign a representative from a District Office to serve as the District Project Coordinator during project construction. The District Project Coordinator will make intermittent trips to the construction site to ensure that the construction contractor is following established construction procedures and that applicable federal and state requirements are being enforced. The District Project Coordinator will advise the LPA Responsible Charge of any discrepancies noted. Failure to comply with such directives will result in the withholding of Federal funds by DOTD until corrective measures are taken by the Entity.

Except where a deviation has been mutually agreed to in writing by both DOTD and the Entity, the following specific requirements shall apply:

- 1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the Project Engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.
- 2. All construction inspection personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD. Construction inspection personnel shall be responsible for ensuring conformity with the plans and specifications.
- 3. All construction procedures must be in accordance with DOTD guidelines and policies established by the latest editions of the Construction Contract Administration Manual, the Engineering Directives and Standard Manual (EDSM), and any applicable memoranda. DOTD shall make these documents available to the Entity for use by project personnel.
- 4. Construction documentation shall be performed in Site Manager by the Entity or the Entity's consultant. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Contract Administration Manual, latest edition. DOTD shall make these documents available to the Entity for use by project personnel.
- 5. Quality assurance personnel must follow appropriate quality assurance manuals for all materials to be tested and ensure that proper sampling and testing methods are used. Sampling shall be done in accordance with DOTD's Sampling Manual or as directed by DOTD through Site Manager Materials.

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- 6. If the Entity is obligated to perform testing, as per the Responsibility Table, the Entity will be responsible for all costs associated with the material testing, and any utilized laboratory must be accredited and approved by DOTD. Approved accreditation companies are listed on the Materials Lab website. DOTD may, in its sole discretion, if appropriate and if requested by the Entity, perform testing at its Material Testing lab.
- 7. All laboratory personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD laboratory personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.
- 8. The Entity or the Entity's consultant shall prepare and submit the final records to DOTD within a maximum of 30 days from the date of recordation of the acceptance of the project for projects under \$2 million and 60 days for projects over \$2 million.

The Consultant and/or the Entity shall be required to comply with all parts of this section while performing duties as Project Engineer.

ARTICLE XIV: SUBCONTRACTING

Any subcontracting performed under this Project with state or federal funds either by consulting engineers engaged by the Entity or the construction contractor must have the prior written consent of DOTD. In the event that the consultant or the contractor elects to sublet any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (a) Including qualified DBE on solicitation lists.
- (b) Assuring that DBE are solicited whenever they are potential sources.
- (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.
- (d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE.
- (e) Using the services and assistance of the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

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Also, the Contractor is encouraged to procure goods and services from labor surplus areas.

ARTICLE XV: DBE REQUIREMENTS

It is the policy of DOTD that it shall not discriminate on the basis of race, color, national origin, or gender in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. Entity agrees to ensure that DBEs, as defined in 49 CFR 26, have a reasonable opportunity to participate in the performance of work under this agreement, and in any contracts related to this agreement. In this regard, Entity shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBEs have a reasonable opportunity to compete for and perform services relating to this agreement. Furthermore, Entity shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. Entity shall carry out applicable requirements of 49 CFR part 26 in the performance and administration of this agreement and any related contracts.

The Entity or its consultant agrees to ensure that the "Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts" are adhered to for the duration of this Project. These contract provisions shall apply to any project with a DBE Goal and must be included in the requirements of any contract or subcontract. Failure to carry out the requirements set forth shall constitute a breach of this agreement and, after notification by DOTD, may result in DOTD withholding funds, termination of this agreement by DOTD, or other such remedy as DOTD deems appropriate.

If a DBE is subcontracted to perform services in connection with this agreement, Entity shall provide to DOTD a copy of the contracts between Entity, the prime contractor/consultant, and the DBE. Further, Entity will ensure that any contracts between its contractors/consultants and any DBE will require that the prime contractor/consultant pay the DBE in full for services satisfactorily performed, and such payment shall be made within thirty (30) calendar days of receipt of payment for those services by the prime contractor/consultant.

Regardless of whether or not a DBE goal has been assigned to this agreement, Entity, its employees, and its agents shall comply with all requirements of 2 CFR 200.321 regarding minority- and women-owned business enterprises.

Failure to carry out the above requirements shall constitute a breach of this agreement. After proper notification by DOTD, immediate remedial action shall be taken by Entity as deemed appropriate by DOTD or the agreement may be terminated. The option shall rest with DOTD.

The above requirements shall be included in all contracts and/or subcontracts entered into

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by the Entity or its contractor/consultant.

ARTICLE XVI: DIRECT AND INDIRECT COSTS

Any DOTD direct or indirect costs associated with this Project may be charged to this Project.

If the Entity is indicated in the Responsibility Table as being responsible for a Stage/Phase, the Entity may be eligible for reimbursement of direct and/or indirect costs incurred related to administration of the contract for such Stage/Phase. Per 2 CFR 200, an Entity must establish and maintain effective internal controls over Federal award to provide reasonable assurance that awards are being managed in compliance with federal laws and regulations. The Entity must verify this to DOTD by completing all necessary steps in order to obtain a sub-recipient risk assessment from DOTD. The Entity's failure to comply with these requirements may result in Agreement termination.

As per 2 CFR 200 the Entity may receive indirect costs if it has a financial tracking system that can track direct costs incurred by the project. An Entity that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs as per 2CFR 200.68 Modified Total Direct Cost (MTDC). If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Entity chooses to negotiate for a rate, which the Entity may apply to do at any time.

Allowable direct and indirect costs: Determination of allowable direct and indirect costs will be made in accordance with the applicable Federal cost principles, e.g. 2 C.F.R. Part 200 Subpart E.

Disallowed direct and indirect costs: Those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

ARTICLE XVII: RECORD RETENTION

The Entity and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation Stage/Phases for this Project, and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by DOTD and/or Legislative Auditor, FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested. If documents are not produced, the Entity will be required to refund the Federal Funds.

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For all Stage/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, the final invoice and audit shall be delivered to DOTD.

Record retention may extend beyond 5-years if any of the following apply:

- (a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Entity is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through Entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

ARTICLE XVIII: CANCELLATION

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made have been made; however, this Agreement may be terminated under any or all of the following conditions:

- 1. By mutual agreement and consent of the parties hereto.
- 2. By the Entity should it desire to cancel the Project prior to the receipt of bids, provided any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity.
- 3. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project.
- 4. By DOTD due to failure by the Entity to progress the Project forward or follow the specific program guidelines (link found on the LPA website). The Program Manager will provide the Entity with written notice specifying such failure. If within 60 days after receipt of such notice, the Entity has not either corrected such failure, or, in the event it cannot be corrected within 60 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then DOTD shall terminate the Agreement on the date specified in such notice. Any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity to DOTD. The Entity may be deemed ineligible for other LPA projects for a minimum of 12 months or until any repayment is rendered.

Entity/State Agreement S.P. No. H.015660 F.A.P. No. H015660 Trenton Street Shared-Use Path Ouachita Parish Page 18 of 21

- 5. If the project has not progressed to construction within the time periods provided under applicable federal law, then the Project will be cancelled and all expended Federal funds must be refunded to DOTD.
- 6. Failure to comply with the requirements of state or federal law, including 2 C.F.R. 200 and Title 23 of the U.S. Code.

ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS

The parties agree to abide by the requirements of the following as applicable: Titles VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended, and Title II of the Genetic Information Nondiscrimination Act of 2008.

The parties agree not to discriminate in employment practices, and shall render services under the contract without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, disability, or age in any matter relating to employment.

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

ARTICLE XX: INDEMNIFICATION

The Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, the Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of the installation and the use of these items. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

Entity/State Agreement S.P. No. H.015660 F.A.P. No. H015660 Trenton Street Shared-Use Path Ouachita Parish Page 19 of 21

ARTICLE XXI: CONSTRUCTION, FINAL INSPECTION AND MAINTENANCE

Construction-DOTD

In the event that DOTD is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project by DOTD and delivery of the Final Acceptance to the Entity, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify the Entity so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be provided to DOTD and recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify Entity so that they may have representatives present for such inspection.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, whether such improvements are located within right-of-way owned by DOTD or the Entity, upon the Final Acceptance of the Project, the Entity shall assume the ownership, maintenance and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

Construction—Entity

In the event that the Entity is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final

Entity/State Agreement S.P. No. H.015660 F.A.P. No. H015660 Trenton Street Shared-Use Path Ouachita Parish Page 20 of 21

Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by the Entity in the appropriate parish. Before making the final inspection, the Entity shall notify DOTD so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor and record it with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to DOTD and FHWA.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership, maintenance and operations of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

ARTICLE XXII: COMPLIANCE WITH LAWS

The parties shall comply with all applicable federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (LSA-R.S. 42:1101, et seq.), in carrying out the provisions of this Agreement.

ARTICLE XXIII: VENUE

The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

Entity/State Agreement S.P. No. H.015660 F.A.P. No. H015660 Trenton Street Shared-Use Path Ouachita Parish Page 21 of 21

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

CITY OF WEST MONROE

BY:
Typed or Printed Name
Title
72-6001497
Taxpayer Identification Number
TKPGRPA6GCE9
Unique Entity ID Number
20.205
Assistance Listing Number (ALN)
STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
BY:
Secretary
RECOMMENDED FOR APPROVAL:
DV.

NOVEMBER 21, 2023 WEST MONROE CITY COUNCIL MEETING ENGINEERING UPDATE L&A, INC. PROJECT NO. 23E038.00

Kiroli Walk Trail Improvements - City Project No. C22002

- Proposal for surveying/engineering on meeting agenda
- L&A will begin topo surveying upon Notice to Proceed from the City

Sunshine Heights Drainage Improvements – City Project No. C22024

• L&A Contract still under review with the State office for topo surveying & engineering services for construction plan preparation

Kiroli Dog Park

- Substantially complete. Inspection was held October 12.
- Contractor to repair fence & install gate tentatively November 27 & 28.

Natchitoches Street Cross Drain Replacement

• Plans under design

Mane Street Cross Drain Repair

• Construction is substantially complete. Final inspection remaining to develop punch list

North 3rd Street Improvements

• Plans under design

Class Street Cross Drain Replacement

• Womack & Sons did remobilize as of November 13. Drainage Pipe & gravity sewer pipe was installed November 18.

Capital Outlay Requests Applications for Funding

• Summary & Fact Sheets delivered last week. Capital Outlay Summary books will be delivered over the next few days.

PREPARED 11/21/2023, 13:07:01 PROGRAM: GM257U

City of West Monroe

2024 TRIAL BALANCE AS OF 10/31/2023 PA Item 15)
ACCOUNTING PERIOD 04/2024

FUND 001 General Fund DEBIT ACCOUNT DESCRIPTION BALANCE BALANCE ACCOUNT 12,326,163.44 101 01 00 Cash / Operating Cash 2,484,158.50 101 20 00 Cash / Investment in LAMP 102 20 10 Petty Cash / Cash Boxes 22,105.00 145,861.82 115 00 00 Current Assets / Accounts Receivable 64.256.41 115 10 10 Utility Billing / Utility 115 12 00 Accounts Receivable / Billed Services 6,725.84 64,202.33 115 20 10 Code Enforcement / Code Enforcement 5,328.00 115 25 10 Building Permits / Building Permits 1,002.00 115 30 10 Parks & Recreation / KIROLI Park 609.01 115 35 10 Cultural & Recreation / Convention Center 2,274.04 115 40 10 Due From Employees / Insurance Premiums 5,727.39 115 40 20 Due From Employees / Travel Advances 49,417.98 Special Details / Police Details 115 45 10 1,107.00 115 50 10 NSF Checks / NSF 36,095.04 115 80 11 Due from Other Entities / Cable Franchise Fee 115 80 13 Due from Other Entities / WPS Building Lease Receiv 106,335.00 9,899.71 115 80 16 Due from Other Entities / WM City Court 4,720.00 115 80 17 Due from Other Entities / WOPT 1,632,918.96 126 14 10 City of Monroe / Sales Tax 326,713.00 130 60 19 Due From Other Funds / Capital Fund 265,384.53 130 60 21 Due From Other Funds / Sec 8 Housing Fund 368.03 141 10 00 Inventories / Office Supplies 47,275,86 141 15 00 Inventories / Parts 172,198.70 202 00 00 Current Liabilities / Vouchers/Accounts Payable 1,793.55 207 10 40 Sales Tax Payable / Convention Center 53,122.85 207 30 10 Due to Other Agencies / Cost of Court Distributn

2024 TRIAL BALANCE AS OF 10/31/2023

Item 15) PAC (nem 15)
ACCOUNTING PERIOD 04/2024

PREPARED 11/21/2023, 13:07:01 PROGRAM: GM257U City of West Monroe

FUND	001 Genera		DEBIT	CREDIT
	ACCOUNT	ACCOUNT DESCRIPTION	BALANCE	BALANCE
	200 17 00	Due to Other Funds / Due to Capital Fund		135,541.00
		Pensions Payable / MERS		.42
		Pensions Payable / Police	1,056.71	
		-	39.21	
		Pensions Payable / Judge		472.43
		Insurances Payable / Voluntary Life AD&D	8.87	
		Insurances Payable / Critical Illness		991.51
		Insurances Payable / Group Life Insurance		1,687.20
		Insurances Payable / Long Term Disability		652.70
	217 40 18	Insurances Payable / Short Term Disability		76.32
	217 40 20	-	408.23	,0131
		Insurances Payable / Vision		
		Insurances Payable / Dental	5,136.17	
		Insurances Payable / AFLAC	28.17	2 065 24
	217 40 59	Insurances Payable / Met Life Insurance		3,865.34
	217 60 20	Other Deductions / Fitness Mem Payable	1,318.67	
	217 70 30	Union Dues / MPOA/LPOA Relief		.03
	223 10 00	Deferred Revenue / Overpayments		159,735.65
	228 20 10	Building Inspection / Contractor's Deposits		37,572.00
	228 30 20	Customer Deposits / Convention Center		11,301.46
	228 30 25	Customer Deposits / Expo Center		13,870.00
	242 10 00	Fund Equtiy / Revenue Control Account		8,749,214.86
	242 20 00	Fund Equtiy / Expenditure Cntrl Summary	7,315,267.13	
	243 00 00	Fund Equity / Encumbrance Control	44,363.12	
	244 00 00	Fund Equity / Reserve for Encumbrances		44,363.12
		Fund Equity / Pr Yr Res for Encumbrance		197,660.93
		Fund Balance / Unreserved Fund Balance		15,319,965.02

2024 TRIAL BALANCE AS OF 10/31/2023 PREPARED 11/21/2023, 13:07:01 PROGRAM: GM257U City of West Monroe FUND 001 General Fund

Item 15) ACCOUNTING PERIOD U4/2024

CREDIT ACCOUNT BALANCE BALANCE ACCOUNT DESCRIPTION 24,940,180.13 24,940,180.13 FUND TOTALS

FUND IS IN BALANCE

City of West Monroe REVENUE REPORT 33% OF YEAR LAPSED

PREPARED 11/21/2023, 13:07:30 PROGRAM: GM259L

City of West Monroe

FUND 001 General Fund UNREALIZED ******* CURRENT ******* ACCOUNT ESTIMATED ACTUAL %REV ESTIMATE BALANCE DESCRIPTION ACCOUNT 310 Taxes 311 Property Tax 1,200,000 1,199,806.23 193.77 400,000 43.79 100,000 10 00 Real Property 1,199,806.23 193.77 1,200,000 43.79 400,000 Property Tax 100,000 311 Sales & Use Tax 313 6,584,559.26 7,768.46 99 20,000,000 13,415,440.74 6,666,668 1,666,667 1,610,110.76 97 00 00 Sales & Use Tax 10,231.54 6,000 130 18,000 10 00 Auto Rental Tax 1,500 .00 20,018,000 13,425,672.28 6,672,668 6,592,327.72 99 1,668,167 1.610.110.76 97 313 Sales & Use Tax Gross Receipts Business Insurance Premuim Tax 316 1.830.00 1 516,000 514,170.00 172,000 43,000 .00 10 61 1 516,000 514,170.00 .00 1,830.00 172,000 43,000 316 Gross Receipts Business 318 Other Taxes 151,000.00 71,262.10 817,499.70 .00 28,737.90 82,500.30 151,000 50,332 33,332 20 10 20 15 12,583 CATV 13,272.76 71,756.55 159 86 8,333 ATMOS Gas 28 900,000 96 300,000 75,000 20 20 Entergy 1,039,761.80 1,151,000 89 383,664 111,238.20 29 85,029.31 95.916 20 * Franchise Tax 1,039,761.80 29 1,151,000 89 383,664 111,238.20 95,916 85,029.31 Other Taxes 318 Penalties and Interest 319 563.29 600 29 200 36.71 18 50 14.34 Property Tax 10 10 4,599.65 900.35 49 5,500 .00 1,832 10 60 10 61 458 Occupational License 150.00 .00 150 .00 13 Insurance 5,312.94 45 6,250 2.084 937.06 521 14.34 10 * Taxes 6.250 5,312.94 937.06 45 14.34 2,084 521 Penalties and Interest 319 22,891,250 16.184.723.25 6,706,526.75 1,907,604 1,695,198.20 7,630,416 310 Taxes Licenses and Permits 320 321 Business Licenses 250.00 26,500 26,250.00 8,832 2,208 .00 10 10 Alcoholic Beverages 18,759.85 6 900,000 881,240.15 75,000 250.00 300,000 10 60 Occupational 907,490.15 926,500 308,832 19,009.85 6 77,208 250.00 10 * Business Licenses 15,350.00 29 17,000 1,650.00 225.00 16 5,668 1,417 20 10 Contractor Certificate 922,840.15 943,500 20,659.85 475.00 1 314,500 78,625 321 Business Licenses

City of West Monroe REVENUE REPORT 33% OF YEAR LAPSED

PREPARED 11/21/2023, 13:07:30 PROGRAM: GM259L

City of West Monroe

FUND 001 General Fund UNREALIZED ****** YEAR-TO-DATE ****** ANNUAL ****** CURRENT ******* ACCOUNT ESTIMATE ESTIMATED ACTUAL %REV BALANCE DESCRIPTION ESTIMATED ACTUAL %REV ACCOUNT 322 Nonbusiness 2,040.00 2,923.00 21,535.37 25,668 5,332 15,000 32,012.00 7,896.00 77,000 44,988.00 32 219 574 10 10 6,417 Building 148 16,000 8,104.00 10 20 10 25 10 35 1,333 3,750 Electrical 5,625.52-1,735.00 50,625.52 5,265.00 45,000 338 Plumbing 255 2,332 226 583 1,485.00 Heat & Áir 50.00 150 100.00 192 52 96 25.00 10 40 13 Mobile Home 49,301.48 145,150 28,008.37 232 48,384 95,848.52 198 12,096 10 * Inspection Permits 3.500 2,500.00 292 250.00 86 1.168 1,000.00 86 20 20 ROW Usage 2,500.00 86 3,500 20 * 292 250.00 86 1,168 1.000.00 Special Permits 51,801.48 96,848.52 195 148,650 12,388 28,258.37 228 49.552 322 Nonbusiness 974.641.63 117,508.37 1.092,150 91,013 28,733.37 364,052 Licenses and Permits 320 Intergovernmental Revenue 330 Federál Grants 225,000.00 225,000 .00 75,000 .00 18 00 18,750 Section 8 .00 225,000 225,000.00 18.750 .00 75,000 331 Federal Grants Ouachita Parish 11,206.82 7,668 11,793.18 154 23,000 100 10 00 Court Support 1,917 1,916.67 11,793.18 154 23,000 11,206.82 1,917 1,916.67 100 7.668 332 Ouachita Parish 334 State Revenue 37,593.40 87,000 49,406.60 130 7,250 896 9,833.92 136 29,000 14 00 29 00 LA Hwy Safety Commission 3,584 .00 10,750.00 10,750 .00 DOTD 22,400 22,400.00 .00 90 10 90 12 1,867 .00 State Signal Light .00 5,000.00 18,500.00 5,000 .00 1,668 417 Misc Rev .00 18,500 6,168 90 15 State Street Maint 1,542 .00 .00 45,900 45,900.00 3,826 .00 15,304 90 * Other State Rev 79 143,650 106,056.60 47,888 37,593.40 9,833,92 82 11,972 334 State Revenue State Shared Revenues 13,864.53 92 20,000 1,667 8,333 6,668 6,135.47 .00 10 70 Beer Tax 257 100,000 14,414.30 33,332 85,585.70 .00 10 90 Fire Insurance 2% 229 120,000 28,278.83 40,000 91,721.17 .00 10,000 10 * Taxes 229 120,000 28,278,83 40,000 91,721.17 .00 10,000 335 State Shared Revenues 511,650 370,542.25 170,556 141.107.75 11,750.59 42,639 330 Intergovernmental Revenue

City of West Monroe REVENUE REPORT 33% OF YEAR LAPSED

PREFARED 11/21/2023, 13:07:30 PROGRAM: GM259L

City of West Monroe

O DNU	01 G	eneral Fund	******	CURRENT ****	****	****** YE	AR-TO-DATE ***	****	ANNUAL	UNREALIZED
ACCO	UNT	ACCOUNT DESCRIPTION	ESTIMATED	ACTUAL	%REV	ESTIMATED	ACTUAL	%REV 	ESTIMATE	BALANCE
340 341	.0 15	Charges for Services General Government City Attorney Work Rev	1	.00		4	.00		13	13.00
	.0 *	Court	1	.00		4	.00		13	13.00
	30 10	Zoning Fee	417	150.00	36	1,668	1,500.00	90	5,000	3,500.00
_	30 *	Zoning	417	150.00	36	1,668	1,500.00	90	5,000	3,500.00
5	50 *	Community Development	0	.00		0	.00		0	.00
341	**	General Government	418	150.00	36	1,672	1,500.00	90	5,013	3,513.00
342		Public Safety								
1	LO *	Jail Revenue	0	.00		0	.00		0	.00
1 1 1	15 10 15 12 15 13 15 15 15 19	Police Fees Bonds & Surrety Metro Reimbursement Miscellaneous Rev Drug Forfeiture Rev	608 1,250 2,917 333 500	177.50 730.00 8,670.28 787.50	29 58 297 237	2,432 5,000 11,668 1,332 2,000	977.00 4,275.00 13,974.04 2,325.00 18,179.89	40 86 120 175 909	7,300 15,000 35,000 4,000 6,000	6,323.00 10,725.00 21,025.96 1,675.00 12,179.89
	15 *	Police	5,608	10,365.28	185	22,432	39,730.93	177	67,300	27,569.07
2	20 10	Service Charge	417	920.00	221	1,668	1,455.00	87	5,000	3,545.00
342	**	Public Safety	6,025	11,285.28	187	24,100	41,185.93	171	72,300	31,114.07
1	10 00 12 00 13 00 14 05 14 10	Charges for Services Grass Cut Demolition Electricity charging sale CE Trash Removal Express Trash Service	1,667 1,250 0 42 17	2,845.00 .00 64.69 .00	171	6,668 5,000 0 168 68	14,095.00 .00 64.69 .00	211	20,000 15,000 0 500 200	5,905.00 15,000.00 64.69 500.00 200.00
J	14 *	Trash Removeal	59	.00		236	.00		700	700.00
	15 00 16 00	CE Structure Security Administration Fee	67 833	.00 1,665.00	200	268 3,332	2,200.00 6,980.00	821 210	800 10,000	1,400.00- 3,020.00
343	* *	Charges for Services	3,876	4,574.69	118	15,504	23,339.69	151	46,500	23,160.31
	10 30 10 35	Sanitation Garbage Excess Trash Rev	80,417 6,250	79,979.54 6,273.00	100 100	321,668 25,000	321,259.13 25,951.00	100 104	965,000 75,000	643,740.87 49,049.00
	10 *	Utilities	86,667	86,252.54	100	346,668	347,210.13	100	1,040,000	692,789.87
344	**	Sanitation	86,667	86,252.54	100	346,668	347,210.13	100	1,040,000	692,789.87

City of West Monroe REVENUE REPORT 33% OF YEAR LAPSED

PREPARED 11/21/2023, 13:07:30 PROGRAM: GM259L

City of West Monroe

City of We	st Monroe								
FUND 001	General Fund ACCOUNT DESCRIPTION	******** ESTIMATED	CURRENT ***** ACTUAL	**** %REV	******* YEA ESTIMATED	AR-TO-DATE ***; ACTUAL	**** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
345	Health & Safety								
345 **	*	0	.00		0	.00		0	.00
346 10 10 10 12 10 14	Community Development Activity Revenue Misc Revenue Program Revenue	292 83 8	1,077.00 .00 .00	369	1,168 332 32	3,157.00 .00 49.00	270 153	3,500 1,000 100	343.00 1,000.00 51.00
10 *	Community Center	383	1,077.00	281	1,532	3,206.00	209	4,600	1,394.00
346 **	Community Development	383	1,077.00	281	1,532	3,206.00	209	4,600	1,394.00
347 10 02 10 03 10 06 10 08 10 10	Season Pass Shalter Bent Fees	6,667 1,125 1,917 250 142 267	220.00 .00 500.00 .00 .00 868.93	3 26 325	26,668 4,500 7,668 1,000 568 1,068	220.00 200.00 550.00 150.00 723.90 868.93	1 4 7 15 127 81	80,000 13,500 23,000 3,000 1,700 3,200	79,780.00 13,300.00 22,450.00 2,850.00 976.10 2,331.07
10 *	Kiroli Park	10,368	1,588.93	15	41,472	2,712.83	7	124,400	121,687.17
13 *	Restoration Park	0	.00		0	.00		0	.00
15 *	Lazarre Park	0	.00		0	.00		0	.00
20 10 20 11 20 12 20 15	Facility Rent Memberships Concessions Program Revenue	583 1,667 758 5,000	1,480.00 1,418.94 .00 450.00	254 85 9	2,332 6,668 3,032 20,000	4,360.00 7,565.19 650.62 515.00	187 114 22 3	7,000 20,000 9,100 60,000	2,640.00 12,434.81 8,449.38 59,485.00
20 *	Recreation Center	8,008	3,348.94	42	32,032	13,090.81	41	96,100	83,009.19
30 15 30 20 30 21 30 30	Booth Rental Pea Sheller Pecan Sheller Freezer Rental Misc Revenue	833 333 375 375 42	750.00 .00 221.00 630.00 30.00	90 59 168 71	3,332 1,332 1,500 1,500	5,725.00 3,811.00 221.00 4,914.00 229.00	172 286 15 328 136	10,000 4,000 4,500 4,500 500	4,275.00 189.00 4,279.00 414.00- 271.00
30 *	Farmer's Market	1,958	1,631.00	83	7,832		190	23,500	
40 11 40 12 40 13 40 14	l Equipment Rental 2 Concessions 3 Deposit Forfieture 4 Catering	2,917 667 417 833	6,018.00 1,565.06 250.00 2,227.10	206 235 60 267	11,668 2,668 1,668 3,332	11,207.00 4,223.39 250.00 5,825.15	96 158 15 175	35,000 8,000 5,000 10,000	23,793.00 3,776.61 4,750.00 4,174.85

PREPARED 11/21/2023, 13:07:30 PROGRAM: GM259L

City of West Monroe

ACCOUNTING PERIOD 04/2024

UND 001 G	eneral Fund ACCOUNT DESCRIPTION	******** ESTIMATED	CURRENT ***** ACTUAL	**** %REV	ESTIMATED	AR-TO-DATE **** ACTUAL	**** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
40 15 40 16 40 18 40 19 40 20	Interagency Promotion Outside Caterer Fee Room Rental Special Events Beverage Revenue	125 2,500 7,083 50 1,083	348.94 1,593.75 17,075.00 826.00 1,102.48	279 64 241 1652 102	500 10,000 28,332 200 4,332	555.37 8,864.75 32,162.50 1,926.00 1,861.06	111 89 114 963 43	1,500 30,000 85,000 600 13,000	944.63 21,135.25 52,837.50 1,326.00- 11,138.94
40 *	Convention Center	15,675	31,006.33	198	62,700	66,875.22	107	188,100	
45 10 45 12 45 13 45 13 45 14 45 17 45 18 45 12 45 25	Equine Event Rental Rental Forfeiture Stall Rentals Shavings Sales Other Event Rental RV Space Rental Concessions Equipment Rental Interagency Promotion Security Beverage Sales	11,667 50 15,833 17,533 10,437 12,500 4,500 4,500 1,083	47,700.00 .00 .00 38,370.00 800.00 .00 3,959.60 8,411.00 .00	409 219 10 32 187	46,668 2000 63,332 70,0332 41,668 50,000 18,000 4,332 4,668	69,200.00 .00 53,825.00 59,340.00 8,650.00 21,400.00 38,139.74 15,131.45 .00 .00	148 85 85 26 51 76 84	140,000 600 190,000 210,000 100,000 125,000 150,000 54,000 1,500 13,000 2,000	70,800.00 600.00 136,175.00 150,660.00 91,350.00 103,600.00 111,860.26 38,868.55 1,500.00 13,000.00 423.00
45 *	Ike Hamilton Expo Center	82,175	99,240.60	121	328,700		81	986,100	718,836.81
347 **	Culture & Recreation				472,736	364,842.05	77	1,418,200	1,053,357.95
348 20 10	Public Works Street Cuts	50	50.00	100	200	300.00	150	600	300.00
348 **	Public Works	50	50.00		200		150		300.00
340 **:	* Charges for Services	215,603	240,205.31		862,412	781,583.80		2,587,213	1,805,629.20
350 351 10 10 10 12 10 18 10 20	Fines Court Fines City Court Fines General Court Costs DWI Fines DWI Special Cost	•	16,319.67 3,655.00 1,495.08 100.00		76,668 10,000 10,132 1,168	66,369.78 18,543.50 20,588.24 2,798.00	87 185 203 240	230,000 30,000 30,400 3,500	163,630.22 11,456.50 9,811.76 702.00
10 *	Court	24,492	21,569.75	88	97,968	108,299.52	111	293,900	185,600.48
351 **	Court Fines	24,492	21,569.75	88	97,968	108,299.52	111	293,900	185,600.48
352	Fees				•	0.0		0	.00
352 **		0	.00		0			_	
350 **	* Fines	24,492	21,569.75		97,968	108,299.52		293,900	100,000.40

City of West Monroe REVENUE REPORT 33% OF YEAR LAPSED

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Miscellaneous Revenue

394

City of West Monroe

		neral Fund ACCOUNT	******	CURRENT ****	**** %REV	****** YE.	AR-TO-DATE *** ACTUAL	**** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
ACCOUNT	T 	DESCRIPTION	ESTIMATED	ACTUAL	*KEV	ESIIMAIED				
360 361 10 0		Invstmnts, Rents, Contribut Investment Earnings Interest Revenue General Govt	1,667 0	20,947.30	1257	6,668 0	57,181.06 21,690.70	858	20,000	37,181.06- 21,690.70-
10 *	*	Interest Revenue	1,667	20,947.30	1257	6,668	78,871.76	1183	20,000	58,871.76-
361 *	* *	Investment Earnings	1,667	20,947.30	1257	6,668	78,871.76	1183	20,000	58,871.76-
362 10 0 20 1 30 1	00 10 15	Rents and Royalties Rent of Office Space Energy Lease Royalties ATM	283 1,667 33	350.00 514.80 19.50	124 31 59	1,132 6,668 132	1,100.00 2,646.12 893.75	97 40 677	3,400 20,000 400	2,300.00 17,353.88 493.75-
30 *		Leases	33	19.50	59	132	893.75	677	400	493.75-
362 *	**	Rents and Royalties	1,983	884.30	45	7,932	4,639.87	59	23,800	19,160.13
363 10 0	00	Escheats Sales of Recyclables	1,100	512.14	47	4,400	2,048.68	47	13,200	11,151.32
363	**	Escheats	1,100	512.14	47	4,400	2,048.68	47	13,200	11,151.32
364 12 (30 (00	Contributions / Donations Expo Center Contributions Private Contributions	0 250	.00 500.00	200	1,000	29.00 64,032.61	6403	3,000	29.00- 61,032.61-
364	**	Contributions / Donations	250	500.00	200	1,000	64,061.61	6406	3,000	61,061.61-
360	***	Invstmnts, Rents, Contribut	5,000	22,843.74		20,000	149,621.92		60,000	89,621.92-
390 391		Other Financing Sources Interfund Transfers In								
391	**	Interfund Transfers In	0	.00		0	.00		0	.00
392 10 (00	Proceeds from Asset Disp Sale of Assets	41,667	150,000.00	360	166,668	715,308.62	429	500,000	215,308.62-
392	**	Proceeds from Asset Disp	41,667	150,000.00	360	166,668	715,308.62	429	500,000	215,308.62-
393 10	00	Gen Long Term Debt Issued General Obligation Bonds	0	18.76-		0	14.98-	-	0	14.98
393	**	Gen Long Term Debt Issued	0	18.76-	-	0	14.98-	<u>.</u>	0	14.98

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ACCOUNTING PERIOD 04/2024

City of West Monroe REVENUE REPORT 33% OF YEAR LAPSED

PREPARED 11/21/2023, 13:07:30 PROGRAM: GM259L

City of West Monroe

FUND 001 Ge ACCOUNT	neral Fund ACCOUNT DESCRIPTION	******** ESTIMATED	CURRENT *****	***** *REV	******* Y ESTIMATED	EAR-TO-DATE *** ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
10 00 10 05 10 06	Other Misc Revenue Unknown Credit Card Fee	16,667 167 0	12,759.17 .00 372.70	77	66,668 668 0	27,564.53 365.70 1,342.88	41 55	200,000 2,000 0	172,435.47 1,634.30 1,342.88-
10 *	Other Misc Revenue	16,834	13,131.87	78	67,336	29,273.11	44	202,000	172,726.89
394 **	Miscellaneous Revenue	16,834	13,131.87	78	67,336	29,273.11	44	202,000	172,726.89
390 ***	Other Financing Sources	58,501	163,113.11		234,004	744,566.75		702,000	42,566.75-
FUND TOTAL	General Fund	2,344,852	2,183,414.07		9,379,408	8,749,214.86		28,138,163	19,388,948.14
GRAND TOTAL		2,344,852	2,183,414.07		9,379,408	8,749,214.86		28,138,163	19,388,948.14

PREPARED 11/21/2023, 13:07:18 PROGRAM: GM257U 2024 TRIAL BALANCE AS OF 10/31/2023 Item 15)
PA
ACCOUNTING PERIOD 04/2024

City of West Monroe FUND 901 Utility Enterprise Fund CREDIT DEBIT ACCOUNT BALANCE BALANCE ACCOUNT DESCRIPTION 260,630.82 101 01 00 Cash / Operating Cash 1,549,983.27 115 10 10 Utility Billing / Utility 9.867.00 Accounts Receivable / Billed Services 9.00 Due From Employees / Travel Advances 115 40 20 12,125.00 115 70 20 Due From Other Entities / Riverwood 770,911.31 116 10 00 Allowance for Uncollectab / Utility Billing 17.40 126 12 10 Ouachita Parish / Sewer Dist #5 756,572.79 Deferred Charges / Net Pension Liability 149 10 00 74,150.00 161 00 00 Fixed Assets / Land 52,683,255.00 162 00 00 Fixed Assets / Infrastructure 29,606,046.94 162 10 00 Infrastructure / Accumulated Depreciation 73,435,92 163 00 00 Fixed Assets / Building 73,434.75 Building / Accumulated Depreciation 163 10 00 2,003,006.28 Fixed Assets / Machinery & Equipment 165 00 00 1,800,461.26 Machinery & Equipment / Accumulated Depreciation 165 10 00 34,358.42 Current Liabilities / Vouchers/Accounts Payable 202 00 00 27,386.40 Sales Tax Payable / Water 207 10 35 654,000.00 208 25 00 Due to Other Funds / 2010 DEQ SRB Cap Add & Cn 193,253.68 218 03 00 Payroll Liabilities / Accrued VAC/SIC 600.00 Deferred Revenue / Overpayments 223 10 00 1,640,158.79 Deferred Revenue / Net Pension Liability 223 11 00 229,161.39 228 10 10 Utilities / Water 2,747,544.12 238 10 00 Net Pension Obligation / MERS 2,135,765.20 242 10 00 Fund Equtiy / Revenue Control Account 2,041,672.31 242 20 00 Fund Equtiy / Expenditure Cntrl Summary 50,608.52 243 00 00 Fund Equity / Encumbrance Control

Item 15) ACCOUNTING PERIOD U4/2024

2024 TRIAL BALANCE AS OF 10/31/2023

PREPARED 11/21/2023, 13:07:18 PROGRAM: GM257U City of West Monroe

FUND 901 Utility Enterprise Fund DEBIT ACCOUNT BALANCE BALANCE DESCRIPTION ACCOUNT 50,608.52 244 00 00 Fund Equity / Reserve for Encumbrances 42,545.87 250 00 00 Fund Equity / Pr Yr Res for Encumbrance 31,003,889.78 254 10 00 Retained Earnings / Unreserved Retnd Earnings 49,991,724.80 261 10 00 Invested in Capital Assts / Contributed Capital 90,258,592.27 90,258,592.27

FUND IS IN BALANCE

FUND TOTALS

Item 15)

City of West Monroe REVENUE REPORT 33% OF YEAR LAPSED

PREPARED 11/21/2023, 13:07:41 PROGRAM: GM259L

ACCOUNTING PERIOD 04/2024 City of West Monroe

	90 COU		ility Enterprise Fund ACCOUNT DESCRIPTION	******** ESTIMATED	CURRENT ***** ACTUAL	**** %REV	****** Y ESTIMATED	YEAR-TO-DATE *** ACTUAL	**** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340			Charges for Services								
344		15	Sanitation Sewer	90,860	80,451.97	89	363,440	366,932.94	101	1,090,320	723,387.06
	10	*	Utilities	90,860	80,451.97	89	363,440	366,932.94	101	1,090,320	723,387.06
	15	10	Sewer Dist 5	111,060	.00		444,240	313,298.19	71	1,332,725	1,019,426.81
344		**	Sanitation	201,920	80,451.97	40	807,680	680,231.13	84	2,423,045	1,742,813.87
348		4.0	Public Works	100 150	195,105.33	102	768,600	821,314.46	107	2.305.800	1,484,485.54
	10 10 10	10 20 25	Water Treatment Plant Penalty	192,150 147,008 14,500	125,194.93 7,620.64	85 53	588,032 58,000	586,144.12 46,575.49	100 80	2,305,800 1,764,100 174,000	1,177,955.88 127,424.51
	10	*	Utilities	353,658	327,920.90	93	1,414,632	1,454,034.07	103	4,243,900	2,789,865.93
348		* *	Public Works	353,658	327,920.90	93	1,414,632	1,454,034.07	103	4,243,900	2,789,865.93
340		***	Charges for Services	555,578	408,372.87		2,222,312	2,134,265.20		6,666,945	4,532,679.80
350 352			Fines Fees								
352		**	Fees	0	.00		0	.00		0	.00
350		***	Fines	0	.00		0	.00		0	.00
360 361			Invstmnts, Rents, Contribut Investment Earnings								
361		**	Investment Earnings	0	.00		0	.00		0	.00
360		***	Invstmnts, Rents, Contribut	0	.00		0	.00		0	.00
390 391			Other Financing Sources Interfund Transfers In								
391		* *	Interfund Transfers In	0	.00		0	.00		0	.00
392			Proceeds from Asset Disp								
392		**	Proceeds from Asset Disp	0	.00		0	.00		0	.00
393			Gen Long Term Debt Issued								
393		**	Gen Long Term Debt Issued	0	.00		0	.00		0	.00

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City of West Monroe REVENUE REPORT 33% OF YEAR LAPSED

PREPARED 11/21/2023, 13:07:41 PROGRAM: GM259L

ACCOUNTING PERIOD 04/2024

City of	West	Monroe								
FUND 90		ility Enterprise Fund ACCOUNT DESCRIPTION	******** ESTIMATED	CURRENT **** ACTUAL	**** %REV	******* Y ESTIMATED	EAR-TO-DATE *** ACTUAL	***** %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
394 10	00	Miscellaneous Revenue Other Misc Revenue	167	600.00	359	668	1,500.00	225	2,000	500.00
394	**	Miscellaneous Revenue	167	600.00	359	668	1,500.00	225	2,000	500.00
390	***	Other Financing Sources	167	600.00		668	1,500.00		2,000	500.00
FUND	TOTAL	Utility Enterprise Fund	555,745	408,972.87		2,222,980	2,135,765.20		6,668,945	4,533,179.80
GRAND	TOTAL		555,745	408,972.87		2,222,980	2,135,765.20		6,668,945	4,533,179.80



Fire Incident Summary Report



37020

West Monroe Fire Department

FDID Number:

Print Date/Time: 11/20/2023 08:21

 11/20/2023 08:21
 From Date:
 10/01/2023

 csimmons
 To Date:
 10/31/2023

Login ID: Station:

Location: All

Incident Type(s): All

General Information

Total Number of Calls	Fire:	-	EMS:	144	Unknown:	0	All	220
		. 5			• • • • • • • • • • • • • • • • • • • •	0	All	228
Average Calls per Day	Fire:	0.17	EMS:	4.80	All:	7.60		
Total Number of Arson Calls	AII:	0						
Estimated Dollar Loss	Fire:	\$4,100.00	Other:	\$0.00	All:	\$4,100.00	Arson:	\$0.00
Estimated Value	Fire:	\$38,100.00	Other:	\$0.00	All:	\$38,100.00	Arson:	\$0.00
Percentage Saved	Fire:	8,900.00%	Other:	0.00%	All:	8,900.00%	Arson:	0.00%
Total Injuries	Fire Service:	0	Civilian Fire:	0	EMS:	0	Arson:	0
Total Fatalities	Fire Service:	0	Civilian Fire:	0	Arson:	0		
Total Apparatus Responses	AII:	570						
Average Responses per Day	AII:	7.60						
Average Apparatus per Call	Fire:	3.40	EMS:	2.30	All:	2.50		
Average Turnout Time	AII:	00:00:48						
Average Response Time	AII:	00:04:33						
Average Contain Time	AII:	00:00:00						
Average Total Time	AII:	00:13:19						
Average Personnel per Call	Fire:	6.80	EMS:	3.69	All:	4.28		
Total Aid Given Calls	AII:	0						
Total Aid Received Calls	AII:	0						