

AGENDA
City of Monroe

LEGAL & REGULAR SESSION – JUNE 23, 2020, 6:00PM
CITY COUNCIL CHAMBERS CITY HALL

I: ROLL CALL AND DECLARE QUORUM:

II: INVOCATION & PLEDGE OF ALLEGIANCE – MR. WILSON:

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

1. Mr. Harvey
2. Mrs. Ezernack
3. Ms. Woods
4. Mr. Wilson
5. Mr. Clark
6. Mayor Mayo

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF JUNE 9, 2020:
(Public Comment)

V: PRESENTATION:
NONE.

VI: PUBLIC HEARINGS:
NONE.

PROPOSED CONDEMNATIONS:
Public Comment:
NONE.

VII: ACCEPTANCE OR REJECTION OF BIDS:
(Public Comment)

(a) Accept the bids of Belt-Pro and Industrial Mill for work tools and etc., #2021-00000003 as recommended by the Director of Administration as meeting the specifications of this bid. The bidder responses meet the specifications of this bid. Funds will be derived from the Inventory Account and billed accordingly. The Tax and Revenue Division has confirmed that these bidders are tax compliant.

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Council:

Public Comment:

(a) Adopt a Resolution granting an exception to the Open Container Ordinance to 2 Dudes Brew & Que (Red, White & Que Block Party) pursuant to Monroe City Code Sec. 12-231 D. (Open Container Ordinance), and further providing with respect thereto.

2. Department of Administration:

Public Comment:

(a) Consider an Application by Ganapathi Restaurant, Inc., (Sreenivasa Tadikonda) dba Little India, 903 N. 3rd Street, Monroe, LA 71203 for a New 2020 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been Cleared, CO-Cleared, Distance Report Cleared.

(b) Adopt a Resolution authorizing Mayor James E. Mayo to accept State Treasury's Coronavirus Relief Funds and further providing with respect thereto.

3. Department of Planning & Urban Development:

Public Comment:

(a) Adopt a Resolution authorizing James E. Mayo, Mayor, to enter into and execute a contract by and between the City of Monroe and Our House, Inc. dba Christopher Youth Center under the **State of Louisiana Housing Corporation Emergency Solutions Grant Program for the Homeless (ESGP) FFY 19'** in the amount of \$62,108.50.00 and further providing with respect thereto.

(b) Adopt a Resolution authorizing James E. Mayo, Mayor, to enter into and execute a contract by and between the City of Monroe and The Wellspring Alliance for Families under the State of **Louisiana Housing Corporation Emergency Solutions Grant Program for the Homeless (ESGP) FFY 19'** in the amount of \$62,108.50.00 and further providing with respect thereto.

(c) Adopt a Resolution authorizing Mayor James E. Mayo to accept a grant award, "BJA FY 20 Coronavirus Emergency Supplemental Funding Program," and further providing with respect thereto.

4. Legal Department:

Public Comment:

(a) Adopt a Resolution stating the City of Monroe's endorsement of North 3rd Street Properties and their Project #20190110-RTA to participate in the benefits of the Louisiana Restoration Tax Abatement Program.

5. Mayor's Office:

Public Comment:

(a) Adopt a Resolution authorizing Mayor James E. Mayo to enter into an agreement with the Picard Group in association with the Monroe Chamber of Commerce and further providing with respect thereto.

6. Department of Public Works:

Public Comment:

(a) Adopt a Resolution approving the execution of a Maintenance Agreement by and between the City of Monroe and the State of Louisiana, Department of Transportation and Development, for the fiscal year ending June 30, 2021, relative to mowing and litter pickup within the limits of the City of Monroe, and further providing with respect thereto.

(b) Adopt a Resolution authorizing Mayor James E. Mayo to enter into a Professional Services Agreement with Land 3 Architect Inc. for the storm damage repairs to the city's property currently being occupied by the Department of Motor Vehicles and further providing with respect thereto.

7. Department of Community Affairs:

Public Comment:

(a) Adopt a Resolution authorizing the City of Monroe to advertise for bids for the storm damage repair of the Masur Museum, and further providing with respect thereto.

(b) Adopt a Resolution authorizing Mayor James E. Mayo to enter into a Professional Services Agreement with Land 3 Architect Inc. for the storm damage repairs to the Masur Museum and further providing with respect thereto.

(c) Adopt a Resolution approving and authorizing a Memorandum of Understanding by and between the City of Monroe and Lafourche Parish Government and further providing with respect thereto.

8. Police Department:

Public Comment:

None.

9. Fire Department:

Public Comment:

None.

10. Engineering Services:

Public Comment:

(a) Adopt a Resolution approving the execution of a Maintenance Agreement by and between the City of Monroe and the State of Louisiana, Department of Transportation and Development, for the fiscal year beginning July 1, 2020 and ending June 30, 2021, relative to traffic signals in the state highway system which are located within the limits of the City of Monroe, and further providing with respect thereto.

(b) Adopt a Resolution authorizing the Purchasing Manager to advertise for bids on the Hawes Pump Station Diesel Drive Replacement Project. The estimated cost of this project is \$455,200.00. The DBE Goal is 0% and source of funds Capital Infrastructure Sales Tax Funds.

(c) Adopt a Resolution authorizing James E. Mayo, Mayor, to execute Change Order No. One (1) to the Kansas Lane Extension Clearing & Grubbing Contract, between the City of Monroe and LaDotd for an increase in the contract amount of \$114,059.40 and further providing with respect thereto.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

None.

X: RESOLUTIONS AND ORDINANCES FOR SECOND READING AND FINAL ADOPTION AND SUBJECT TO PUBLIC HEARING:

NONE.

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.

There was a legal and regular session of the City Council of the City of Monroe, Louisiana held this date, June 09, 2020 at the Council's regular meeting place, 400 Lea Joyner Memorial Expressway, City Council Chambers/City Hall Building, Monroe, Louisiana.

The Honorable Juanita G. Woods, Chairwoman, called the meeting to order.

The roll call was done by the Council Clerk, Ms. Riley.

Council members present for roll call: Mrs. Gretchen Ezernack, Ms. Juanita Woods, Mr. Douglas Harvey, Mr. Kenneth Wilson, Attorney Eddie Clark (present via teleconference).

Council member(s) absent: NONE.

Chairwoman Woods declared a quorum.

The Invocation was led by Rev. Orborn Robinson, Pastor of Tried Stone and Union Chapel Baptist Churches; the Pledge of Allegiance by Councilwoman Woods.

COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

1. Mr. Harvey welcomed everyone present; he congratulated the City on getting removed from the consent decree; he reminded everyone of the Phase 2 Covid and to continue to be cautious.
2. Mrs. Ezernack welcomed all present and thanked Rev. Robinson for the prayer; she thanked everyone involved in getting the City removed from the consent decree and also thanked all for the ribbon cutting event for the 165 Booster station project.
3. Mr. Wilson welcomed all present; he thanked Rev. Robinson for the invocation; thanked the citizens for wearing their masks due to Covid 19 and to remind those that aren't to wear them. He wished a Happy Father's Day to all Fathers.
4. Mr. Clark welcomed all present and wished them a good evening.
5. Mayor Mayo welcomed all present and thanked Rev. Robinson for the invocation; he will be leaving to attend a diversity forum this evening at ULM.
6. Ms. Woods thanked everyone for attending and for practicing social distancing; she asked prayers for those affected by racism and to pray for the George Floyd family; she thanked Mr. Harvey for purchasing and placing a tarp on a property that she called him about; she encouraged the citizens to be a part of the Mayor's forum for inequalities; she asked for everyone to continue wearing their masks due to Covid 19; she congratulated those who were involved with the city being removed from the consent decree; she acknowledged two ribbon cutting ceremonies, the 165 booster station and the lighting project; she wished a Happy Father's Day to all Fathers.

Upon a motion of Mr. Wilson and a second by Mr. Harvey, the minutes of the Legal and Regular session of May 26, 2020 were unanimously approved. (There were no public comments).

Mr. Harvey commented that he has received phone calls from citizens wanting to be a part of the Mayor's forum for inequalities; Mayor Mayo stated he welcomed all people and that none would be turned down from joining.

PRESENTATION: NONE.

PUBLIC HEARINGS: NONE.

PROPOSED CONDEMNATIONS:

Public Comment: NONE.

ACCEPTANCE OR REJECTION OF BIDS: Public Comment None.

RESOLUTIONS AND MINUTE ENTRIES:

Council: Public Comment:

(a) Upon a motion by Mr. Wilson, second by Mr. Harvey and unanimously approved to Adopt Resolution No. 7738, appointing the Monroe News-Star as the Official Journal of the City of Monroe, Louisiana, pursuant to the Louisiana R. S. 43:141 et. seq. and further providing with respect thereto. (There were no public comments).

Comments: Mr. Wilson asked that it would be amended to include the Monroe Dispatch to publish the minutes.

Mr. Harvey asked the selection process; Mrs. Sturdivant said to select a daily journal, as the News Star is the only local daily publication and some projects must be advertised three days consecutively, thus having a daily publication to advertise in this manner versus a weekly journal; Mr. Harvey asked if it was posted online, and their readership versus the actual paper; Mrs. Sturdivant said she didn't know how much was published; Mrs. Ezernack it was published on their website and go to the legal notices; the location of the newspaper must be in the City of Monroe, no other jurisdiction or parish.

Department of Administration: Public Comment:

(a) Upon a motion by Mrs. Ezernack, second by Mr. Harvey and unanimously approved to Consider an Application by Yahre Camarea dba Azteca Grill, Inc., 3610 Desiard Street, Monroe, LA 71203 for a New 2020 Class A Alcoholic Beverage Permit. The Monroe Police Department has no disqualifying records and Sales Tax has been Cleared, CO-Cleared, Distance Report Cleared. (There were no public comments).

Department of Planning & Urban Development: Public Comment: None.

Legal Department: Public Comment: None.

Mayor's Office: Public Comment: None.

Department of Public Works: Public Comment:

(a) Upon a motion by Mr. Harvey, second by Mr. Wilson and unanimously approved to Adopt Resolution No. 7739, authorizing the City of Monroe to advertise for bids for the storm damage repair of the Louisiana Department of Motor Vehicle Building located at the Monroe Regional Airport, and further providing with respect thereto. (There were no public comments).

Department of Community Affairs: Public Comment:

(a) Upon a motion by Mrs. Ezernack, second by Mr. Wilson and unanimously approved to Adopt Resolution No. 7740, authorizing the City of Monroe and Louisiana Healthcare Connections to enter into a Cooperative Endeavor Agreement and further providing with respect thereto. (There were no public comments).

Police Department: Public Comment: None.

Fire Department: Public Comment: None.

Engineering Services: Public Comment:

(a) Upon a motion by Mr. Harvey, second by Mrs. Ezernack and unanimously approved to Adopt Resolution No. 7741, accepting as substantially complete work done by and between the City of Monroe and Jabar Corporation, for the Parkview and Ruffin Drive Water Main Improvements Project, and further providing with respect thereto. (There were no public comments).

Comments: Mr. Harvey thanked Engineering for answering questions about the change order process.

(b) Upon a motion by Mrs. Ezernack, second by Mr. Harvey and unanimously approved to Adopt Resolution No. 7742, authorizing James E. Mayo, Mayor, to execute Change Order No. Six (6) to the proposed Booster Station Contract, between the City of Monroe and Dixie Overland Construction, LLC, for a decrease in the contract amount of \$119,917.11 and further providing with respect thereto. (There were no public comments).

Comments: Mrs. Ezernack commented it was for a decrease, a good thing.

(c) Upon a motion by Mr. Wilson, second by Mr. Harvey and unanimously approved to Adopt Resolution No. 7743, authorizing James E. Mayo, Mayor, to execute Change Order No. Three (3) to the WTP Water Filters Nos. 1, 3, & 4 Repairs Contract, between the City of Monroe and Peck Construction, Inc., for a decrease in the contract amount of \$46,400.00 and further providing with respect thereto. (There were no public comments).

Comments: Ms. Woods commented it was for a decrease. She stated to the audience to view the agenda, to visit the website for an online agenda.

(d) Upon a motion by Mr. Wilson, second by Mr. Harvey and unanimously approved to Adopt Resolution No. 7744, authorizing James E. Mayo, Mayor, to execute Change Order No. Three (3) to the WTP Handrail Improvement Contract, between the City of Monroe and Dixie Overland Construction, LLC for a decrease in the contract amount of \$8,636.00 and further providing with respect thereto. (There were no public comments).

BREAK IF NEEDED:

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

Public Comment:

None.

RESOLUTIONS AND ORDINANCES FOR SECOND READING AND FINAL ADOPTION AND SUBJECT TO PUBLIC HEARING:

Open Public Hearing/Public Comment/Close Hearing: Chairwoman Woods declared the public hearing open; seeing no one come forward, the hearing was closed.

(a) Upon a motion by Mrs. Ezernack, second by Mr. Harvey and unanimously approved to Finally adopt Ordinance No. 11,995, amending Chapter 9, Buildings, of the Code of the City of Monroe, Article II Building Codes, Section 9-21 Adoption, (a) ICC Standard Codes (3) International Property Maintenance Code—2015 Edition. As prepared by the International Code Council by Reference and further providing with respect thereto. (PUD) (There were no public comments).

Open Public Hearing/Public Comment/Close Hearing: Chairwoman Woods declared the public hearing open; seeing no one come forward, the hearing was closed.

(b) Upon a motion by Mrs. Ezernack, second by Mr. Wilson and unanimously approved to Finally adopt Ordinance No. 11,996, amending and adjusting the City of Monroe Operating Budget for the Fiscal Year 2020-2021. (Admin.) (There were no public comments).

ADD-ON: (c) Upon a motion by Mrs. Ezernack, second by Mr. Harvey and unanimously approved to add to the agenda to adopt an Emergency Ordinance, declaring the repair of the channel on the center column of primary clarifier #2 at the WPCC and emergency necessitating immediate repair and further providing with respect thereto. (There were no public comments).

(c) Upon a motion by Mr. Harvey, second by Mrs. Ezernack and unanimously approved to finally adopt Emergency Ordinance No. 11,997, declaring the repair of the channel on the center column of primary clarifier #2 at the WPCC and emergency necessitating immediate repair and further providing with respect thereto. (There were no public comments).

Monroe City Council Legal and Regular Session
June 09, 2020
6:00 p.m.
City Council Chambers-City Hall
MINUTES

CITIZENS PARTICIPATION: NONE. (will resume normal operations at the last meeting of the month).

There being no further business to come before the Council, the meeting was adjourned at 6:29 p.m., upon a motion of Mrs. Ezernack and seconded by Ms. Woods. (There were no public comments).

Ms. Juanita G. Woods
Council Chairwoman

Ms. Carolus S. Riley
Council Clerk

Ms. Jacqueline Benjamin
Council Secretary

***For extended details on the Council meeting please call the Council Clerk, Monday-Friday at 329-2252; also, a recording of the minutes can be sent via email to you.**



City of Monroe, Louisiana
MAYOR – COUNCIL GOVERNMENT
Purchasing Division

June 15, 2020

Mayor James E. Mayo

Mrs. Stacey Rowell
Director of Administration

Mrs. Carolus Riley
City Clerk

Bids were received and opened on June 09, 2020 for Work Tools & etc. # 2021-00000003. A total of eight (8) bid packs were mailed and two (2) bid responses were received from Belt -Pro & Industrial Mill. The bidder responses meet the specifications of this bid.

The Purchasing Division recommends with Council approval that the Work Tools & etc. bid be awarded to the response's bidder Belt - Pro and Industrial Mill. Funds will be derived from the Inventory account and billed accordingly. Tax & Revenue Division has confirmed that these bidders are Tax Compliant.

Respectfully yours in Purchasing

Ebony K. Morehead

Ebony K. Morehead
Buyer



City of Monroe, Louisiana

Taxation & Revenue Division

Mayor-Council Government

SALES TAX COMPLIANT RESEARCH FORM

Failure to return this completed form will result in "non-consideration" of bid.

Today's Date: 06/15/2020

Business Name: Belt- Pro

List any other names this business has used in the past:

Business Address: PO Box 673 City: Crossett

State: Ark. Zip: 71635

Contact Name: Richard Murphey Phone: (870) 364-3255

Fax No: (870) 364-3247 Email: rmurphey@belt-pro.com

City of Monroe Occupational License #: _____ Year: _____
Enter "N/A" if the business is located outside the City of Monroe corporation limits.

Has ANY business ever been conducted in Ouachita Parish? ☒ Yes ☐ No
If "YES" complete the following:

Ouachita Parish Sales Tax Account #: 0055008 *BD*

FOR TAXATION & REVENUE DEPARTMENT USE ONLY

Business has a current City of Monroe occupational license? ☐ Yes ☐ No ☒ N/A
☐ Delinquent
☐ No License

Business is compliant with Ouachita Parish sales tax obligations? ☒ Yes ☐ No ☐ N/A
☐ Delinquent
☐ Not Registered

Business Cleared?

☒ Yes ☐ Yes-Conditional: Must register for Sales Tax within 30 Days. ☐ No

Signature: *Robert Davis* Date: 6-16-2020



City of Monroe, Louisiana

Taxation & Revenue Division

Mayor-Council Government

SALES TAX COMPLIANT RESEARCH FORM

Failure to return this completed form will result in "non-consideration" of bid.

Today's Date: 06/15/2020

Business Name: Industrial Mill

List any other names this business has used in the past:

Business Address: 4401 Waco Street City: Texarkana

State: Tx Zip: 75501

Contact Name: Richard/Deena Phone: (800-537-1218)

Fax No: 855-856-4199 Email: dedwards@industrial mill.com

City of Monroe Occupational License #: _____ Year: _____

Enter "N/A" if the business is located outside the City of Monroe corporation limits.

Has ANY business ever been conducted in Ouachita Parish? ____ Yes X No

If "YES" complete the following:

Ouachita Parish Sales Tax Account #: _____

FOR TAXATION & REVENUE DEPARTMENT USE ONLY

Business has a current City of Monroe occupational license? ☐ Yes ☒ No ☐ N/A
☐ Delinquent
☐ No License

Business is compliant with Ouachita Parish sales tax obligations? ☐ Yes ☐ No ☐ N/A
☐ Delinquent
☒ Not Registered

Business Cleared?

☐ Yes ☒ Yes-Conditional: Must register for Sales Tax within 30 Days. ☐ No

Signature: [Signature] Date: 06-16-2020



City of Monroe, Louisiana

Taxation & Revenue Division

Mayor-Council Government

SALES TAX COMPLIANT RESEARCH FORM

Failure to return this completed form will result in "non-consideration" of bid.

Today's Date: 06/15/2020

Business Name: Belt- Pro

List any other names this business has used in the past:

Business Address: PO Box 673 City: Crossett

State: Ark. Zip: 71635

Contact Name: Richard Murphey Phone: (870) 364-3255

Fax No: (870) 364-3247 Email: rmurphey@belt-pro.com

City of Monroe Occupational License #: _____ Year: _____

Enter "N/A" if the business is located outside the City of Monroe corporation limits.

Has ANY business ever been conducted in Ouachita Parish? X Yes ____ No

If "YES" complete the following:

Ouachita Parish Sales Tax Account #: 0055008

FOR TAXATION & REVENUE DEPARTMENT USE ONLY

Business has a current City of Monroe occupational license? ☐ Yes ☐ No ☐ N/A
☐ Delinquent
☐ No License

Business is compliant with Ouachita Parish sales tax obligations? ☐ Yes ☐ No ☐ N/A
☐ Delinquent
☐ Not Registered

Business Cleared?

☐ Yes ☐ Yes-Conditional: Must register for Sales Tax within 30 Days. ☐ No

Signature: _____ Date: _____



City of Monroe, Louisiana

Taxation & Revenue Division

Mayor-Council Government

SALES TAX COMPLIANT RESEARCH FORM

Failure to return this completed form will result in "non-consideration" of bid.

Today's Date: 06/15/2020

Business Name: Industrial Mill

List any other names this business has used in the past:

Business Address: 4401 Waco Street City: Texarkana

State: Tx Zip: 75501

Contact Name: Richard/Deena Phone: (800-537-1218)

Fax No: 855-856-4199 Email: dedwards@industrial mill.com

City of Monroe Occupational License #: _____ Year: _____

Enter "N/A" if the business is located outside the City of Monroe corporation limits.

Has ANY business ever been conducted in Ouachita Parish? Yes X No

If "YES" complete the following:

Ouachita Parish Sales Tax Account #: _____

FOR TAXATION & REVENUE DEPARTMENT USE ONLY

Business has a current City of Monroe occupational license? ☐ Yes ☐ No ☐ N/A
☐ Delinquent
☐ No License

Business is compliant with Ouachita Parish sales tax obligations? ☐ Yes ☐ No ☐ N/A
☐ Delinquent
☐ Not Registered

Business Cleared?

☐ Yes ☐ Yes-Conditional: Must register for Sales Tax within 30 Days. ☐ No

Signature: _____ Date: _____



City of Monroe, Louisiana
MAYOR – COUNCIL GOVERNMENT
Purchasing Division

BID TABULATIONS

Work Tools & Etc.

Time 2:15 PM

06/09/2020

REF BID # 2021-00000003

Vendor	Belt-Pro	Industrial Mill		
Address	P.O. Box 673 Crossett, AR 71635	4401 Waco St. Texarkana, TX 75501		

1. Hip Boot Size 7	\$42.85	\$49.50		
2. Hip Boot Size 8	\$42.85	\$49.50		
3. Hip Boot Size 9	\$42.85	\$49.50		
4. Hip Boot Size 10	\$42.85	\$49.50		
5. Hip Boot Size 11	\$42.85	\$49.50		
6. Hip Boot Size 12	\$42.85	\$49.50		
7. Hip Boot Size 13	\$42.85	\$49.50		
8. Knee Boot Size 7	\$10.50	\$10.63		



9. Knee Boot Size 8	\$10.50	\$10.63		
10. Knee Boot Size 9	\$10.50	\$10.63		
11. Knee Boot Size 10	\$10.50	\$10.63		
12. Knee Boot Size 11	\$10.50	\$10.63		
13. Knee Boot Size 12	\$10.50	\$10.63		
14. Knee Boot Size 13	\$10.50	\$10.63		
15. Cooler Water 2 gallon	\$12.83	\$30.06		
16. Cooler Water 3 gallon	\$27.10	\$31.26		



17. Cooler Water 5 gallon	\$27.80	\$31.48		
18. Files Bastard 14"	NO BID	\$21.10		
19. Flashlight 6 volt large	NO BID	\$6.15		
20. Safety Glasses	\$.96	\$1.35		
21. Brown Jersey Gloves	\$4.41	\$4.95		
22. Gloves Driver Large	\$22.94	\$41.25		
23. Gloves Driver X- Large	\$24.41	\$43.95		
24. Gloves PVC Gauntlet 18"	\$19.14	\$24.90		



25. Gloves Leather Palm 2 ½"	\$16.05	\$21.75		
26. Glove Leather Palm 4"	\$16.80	\$20.40		
27. Garden Hoe, Forged 6 ¼ x 4 ¾	\$7.65	\$24.53		
28. Litter Grab Pick Up	\$10.49	\$11.24		
29. Mask Respirator N95	NO BID	\$5.90 Lead Time Issues		
30. Safety Vest	\$5.86	\$22.13		
31. Fork Cotton Seed, Veg Forged	NO BID	\$40.41		
32. Rake Fork Manure, One Piece	\$23.50	\$26.16		



33. Insect Repellant	NO BID	\$5.07		
34. Rake Bowforged, Head Width 18"	\$6.89	\$16.81		
35. Rake Leaf, Speedrake 22	\$8.50	\$20.25		
36. Rake Concrete 20"x 3 7/8	NO BID	\$28.73		
37. Shovel Round Point	\$6.32	\$8.41		
38. Shovel Square Point	\$6.32	\$8.41		
39. Shovel, Open Sharpshooter	\$15.60	\$23.44		
40. Wasp & Hornet Spray	NO BID	\$2.48		



41. Stakes Hub 2X6	NO BID	\$34.94		
42. Stakes Survey 18" (50 per bundle)	NO BID	\$34.94		
43. Stakes bundle 36"	NO BID	\$38.19		
44. Stakes Survey Bundle 44"	NO BID	\$44.31		
45. Duct Tape	NO BID	\$6.20		
46. Raincoat Large	\$23.50	\$24.84		
47. Raincoat X-Large	\$23.50	\$24.84		
48. Raincoat XX-Large	\$23.50	\$24.84		



49. Raincoat XXX-Large	\$23.50	\$24.84		
50. Raincoat XXXX- Large	\$23.50	\$24.84		
51. Rainsuit Large	\$29.85	\$32.95		
52. Rainsuit X-Large	\$29.85	NO BID		
53. Rainsuit XX-Large	\$29.85	NO BID		
54. Rainsuit XXX-Large	\$29.85	NO BID		
55. Rainsuit XXXX- Large	\$29.85	NO BID		
56. Mask Respirator KN95	NO BID	NO BID		

Respectfully Submitted,
Ebony K. Morehead
Ebony K. Morehead
Buyer
June 11, 2020

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

The following Resolution was introduced by Mr. _____ who moved for its adoption and was seconded by Mr. _____.

RESOLUTION GRANTING AN EXCEPTION TO THE OPEN CONTAINER ORDINANCE TO 2 DUDES BREW & QUE (RED, WHITE & QUE BLOCK PARTY) PURSUANT TO MONROE CITY CODE SEC. 12-231 D. (OPEN CONTAINER ORDINANCE), AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, 2 Dudes Brew & Que applied to the Monroe City Council pursuant to Monroe City Code Sec. 12-231 D., for a permit for a special event, "Red, White & Que Block Party", scheduled for Saturday, July 4, 2020. The exception is scheduled to begin at 9am until 10pm in the 400 block of DeSiard Street, primarily at 436 DeSiard St. and the surrounding area, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that 2 Dudes Brew & Que, be and is hereby granted a permit for a special event, "Red, White & Que Block Party", scheduled for Saturday, July 4, 2020. The exception is scheduled to begin at 9am until 10pm in the 400 block of Desiard Street, primarily at 436 DeSiard St. and the surrounding area. There will be off duty officers assisting with the event. This Resolution shall act as an exception only to the open container for said event pursuant to Monroe City Code Sec. 12-231 D.

This Resolution having been submitted in writing was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the _____ day of _____, 2020.

CHAIRMAN

CITY CLERK



June 11, 2020

Two D Ventures, LLC DBA 2Dudes Brew & Que

436 Desiard St

Monroe, LA 71201

Ms. Carolus Riley

Council Clerk

400 Lea Joyner Expressway

Monroe, LA 71201

Dear Ms. Riley and esteemed City Council,

Two D Ventures, LLC (DBA 2Dudes Brew & Que) is formally requesting an exception to the open container ordinance for our upcoming event on July 4, 2020. 2Dudes Brew & Que (2DBQ) currently has scheduled an event titled Red, White and Que Block Party scheduled beginning at 9AM in the 400 block of Desiard Street, primarily located at 436 Desiard Street and the surrounding area. We are in the process of securing a special event permit from the Monroe Police Department, along with permission from Mayor Mayo regarding the event. Additionally, we will have a cash bar available for patrons to purchase and consume alcohol. No event entry fee will be charged and none of the alcohol will be donated for the purpose of the event.

The primary purpose for the event is to bring our community together to provide a place to celebrate the upcoming Independence Day holiday in a safe and inclusive environment to be able to celebrate as one.

Should you have any questions, or require any additional information, please feel free to contact me directly at 318.614.1280 or chris@2dudesmonroe.com

Sincerely,

Chris Brown

2Dudes Brew & Que



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
American Insurance Management		PHONE (A/C, No., Ext): 318-654-4688	
PO BOX 1638		FAX (A/C, No): 318-654-4685	
West Monroe, LA 71294		E-MAIL ADDRESS: Joe@aminsmgmt.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Travelers Insurance Company	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X	680-008M367068	11/23/2019	11/23/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 100,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N Y N/A	UB-008M777186	11/23/2019	11/23/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Dine in restaurant. Blanket additional Insured.

CERTIFICATE HOLDER	CANCELLATION
City of Monroe Monroe Civic Center 400 Lea Joyner Expressway Monroe LA 70201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

MONROE POLICE DEPARTMENT
MONROE, LOUISIANA
APPLICATION FOR PARADE/ SPECIAL EVENT PERMIT

30 officers

Chief of Police
City of Monroe
Monroe, Louisiana

Dear Sir:

COPY

Application is herewith made for a parade/ special event permit, and the following information is furnished as required by the City of Monroe Code:

- A) Name, address and telephone number of person seeking to conduct said parade/ special event:

Name: CHRIS BROWN
Home Address: 115 EAGLE ROCK DR WEST MONROE 71291 Telephone 318-614-1280
Business Address: 436 DESIARD MONROE 71201 Telephone 318-855-5808
Fax Number: 877-661-6197

- B) If the parade/ special event is to be conducted for, on behalf of, or by an organization, the following information is necessary for the issuance of this permit:

Name of Organization: TWO D VENTURES LLC DBA 2DUDES BREW & Q&A
Organization Address: 436 DESIARD ST MONROE, LA 71201
Telephone Number: 318-855-5808

Name, Addresses, and Telephone Numbers of Organization Heads:

CHRIS BROWN 115 EAGLE ROCK DR WEST MONROE, LA 71291 318-614-1280
KEVIN MEREDITH 405 GOOD HOPE RD WEST MONROE, LA 71291 318-376-0757

- C) Name, address and telephone number of person who will be the event chairman (Marshall) and who will be responsible for its conduct:

Name: CHRIS BROWN
Address: 115 EAGLE ROCK DR WEST MONROE, LA Telephone: 318-614-1280

- D) "Spectator/ Special Event" Liability Insurance policy will be required for the event. The policy must be in effect for the duration of the event and must be a minimum of Two-Hundred Thousand Dollars (\$200,000.00) in coverage:

(A) Name of Insurance Company TRAVELLER'S
(B) Name of Insurance Agent JOE WARE
(C) Policy Number TBD - ATR/SE/214473

- E) Date when event is to be conducted 07/04/2020

IF EVENT IS PARADE, THE FOLLOWING IS REQUIRED:

Starting Point N/A

Route to be traveled: N/A

Termination Point: _____

Approximate number of person(s) in parade: N/A

Approximate number of animals in parade: N/A

Type of Animals: N/A

Approximate number and description of vehicles in parade: _____

N/A

Number of Floats: N/A Number of Marching Units: _____

Parade Assembly Time: N/A

Parade Assembly areas (located by streets) _____

N/A

Parade Starting Time: N/A

Parade Termination Time: _____

State whether parade will occupy all or only a portion of the width of streets to be traveled:

N/A

Interval of space between parade units: N/A

Maximum Speed: N/A Minimum Speed: _____

Maximum length of parade in miles or fractions thereof: _____

Number of stops to be made and locations: N/A

Purpose of Parade: N/A

If the parade is designed to be held by, and on behalf of or for, any person other than the applicant for such permit, applicant must file as an attachment hereto written authorization from the person proposing to hold the parade, authorizing the applicant to apply for the permit on his behalf.

IF THE EVENT IS A FUNCTION OTHER THAN A PARADE, THE FOLLOWING INFORMATION IS REQUIRED:

LOCATION OF EVENT 400 BLOCK OF DESIARD

TYPE OF EVENT BLOCK PARTY


APPROXIMATE NUMBER OF PERSONS ATTENDING 300

WILL ALCOHOL BEVERAGES BE SOLD/ CONSUMED: YES X NO

STARTING TIME OF EVENT 0900 AM ENDING TIME OF EVENT 2200 (10 PM)

REMARKS: 2DUDES BREW & C&E WILL BE HOSTING THE 2ND ANNUAL
RED, WHITE, & QUE BLOCK PARTY TO CELEBRATE & BRING
OUR COMMUNITY TOGETHER. WE INTEND TO HAVE FOOD,
STREET VENDORS, A CORNHOLE TOURNAMENT, STREET DANCE
AND FUN EVENTS FOR ALL AGES. THE NIGHT WILL
CULMINATE WITH VIEWING OF THE FIREWORKS & LIVE
MUSIC. WE ARE REQUESTING TRAFFIC BLOCKED FROM 9 AM - 10 PM @

THE CORNER OF CATALPA & DESIARD /
4TH & DESIARD; HALL & DESIARD;
6TH & DESIARD

SIGNATURE OF PERSON APPLYING: 

HOME ADDRESS: 115 EAGLE ROCK DRIVE WEST MONROE, LA 71291

BUSINESS ADDRESS: 436 DESIARD ST MONROE, LA 71201

HOME TELEPHONE: 318-614-1280

BUSINESS TELEPHONE: 318-855-5808

****ALL PERMITS MUST BE FILLED OUT AND TURNED IN TO THE MONROE POLICE DEPARTMENT AT LEAST TWO (2) WEEKS PRIOR TO THE EVENT****

*Call I.R. Hicks with
traffic
officers*

MONROE POLICE DEPARTMENT
MONROE, LOUISIANA
ACTIONS FOR CHIEF OF POLICE

This application for a parade/ special event permit is:

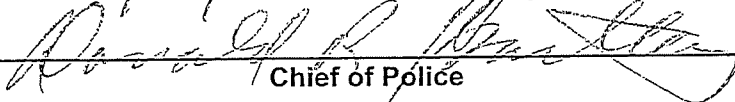
_____ (A) Denied for the following reasons:

Not (B) Approved subject to all of all of the representations therein made by the Applicant with the following requirements:

Applicant to provide Certified
Police Officers for security

_____ (C) (Alternative Permit) Approved subject to the following changes and, except as hereinafter changed, subject to all of the represent- action made by the applicant in the above applications:

Monroe, Louisiana, this 17 day of June, 20 20

Approved By: 
Chief of Police

NOTICE: (A) A signed copy of any approved permit must be carried on the person of the event marshal who shall present it upon the request of any police officer in attendance.

(B) If an alternative permit is issued hereinabove, the applicant, if he desires to accept same, must file a written notice of Acceptance with the Chief of Police two days after notice of the action of an alternative permit.

****PLEASE RETURN THIS FORM WITH APPLICATION****



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
American Insurance Management	PHONE (A/C, No, Ext): 318-654-4688
PO BOX 1638	FAX (A/C, No): 318-654-4685
West Monroe, LA 71294	E-MAIL ADDRESS: Joe@aminsmgt.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Travelers Insurance
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		ATR/SE/214473	11/23/2019	11/23/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		UB-008M777186	11/23/2019	11/23/2020	PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage for Zoey Renee Progest fund raiser on July 4th
Certificate Holder is also listed as additional Insured.

CERTIFICATE HOLDER	CANCELLATION
City of Monroe 400 Lea Joyner Expressway Monroe, LA 71201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

[illegible]



TAXATION & REVENUE

City of Monroe, Louisiana
MAYOR - COUNCIL GOVERNMENT

MEMO

To: Carolus Riley
City Council

From: Tim Lewis
Tax & Revenue Director

Re: New for 2020 (June 23, 2020)

Date: June 15, 2020

Class A

**LITTLE INDIA
903 N. 3RD STREET
MONROE, LA 71203**

OWNERS: GANAPATHI RESTAURANT, INC. (SREENIVASA TADIKONDA)

**CO-CLEARED
SALES TAX CLEARED
DISTANCE REPORT CLEARED**

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

The following Resolution was offered by Mr./Ms. _____, who moved for its adoption and was seconded by Mr./Ms. _____.

A RESOLUTION AUTHORIZING MAYOR JAMES E. MAYO TO ACCEPT STATE TREASURY'S CORONAVIRUS RELIEF FUNDS AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the State Treasury's Coronavirus Relief Funds are made available to political subdivisions;

WHEREAS, the funding is subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act");

WHEREAS, the City of Monroe will hereby be authorized to request direct payments from the State of Louisiana from the allocation of funds to the State of Louisiana from the Coronavirus Relief Fund created by the CARES Act; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONROE, LOUISIANA:

That James E. Mayo, Mayor of the City of Monroe is hereby authorized to execute the necessary documents related to the funding outlined above and accept available funding on behalf of the City of Monroe.

This Resolution having been submitted in writing and adopted at a public meeting of the City Council of the City of Monroe, was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of _____, 2020.

CHAIRMAN

CITY CLERK

COMMUNITY DEVELOPMENT DIVISION

Agenda Items for June 23, 2020

1. Adopt a Resolution authorizing James E. Mayo, Mayor, to enter into and execute a contract by and between the City of Monroe and Our House, Inc. dba Christopher Youth Center under the **State of Louisiana Housing Corporation Emergency Solutions Grant Program for the Homeless (ESGP) FFY 19'** in the amount of \$62,108.50.00 and further providing with respect thereto.
2. Adopt a Resolution authorizing James E. Mayo, Mayor, to enter into and execute a contract by and between the City of Monroe and The Wellspring Alliance for Families under the State of **Louisiana Housing Corporation Emergency Solutions Grant Program for the Homeless (ESGP) FFY 19'** in the amount of \$62,108.50.00 and further providing with respect thereto.

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE

NO.: _____

The following Resolution was offered by Mr./Mrs. _____.

who moved for its adoption and was seconded by Mr./Mrs. _____.

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO ENTER INTO AND EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF MONROE AND AS OUR HOUSE, INC. DBA CHRISTOPHER YOUTH CENTER IN THE AMOUNT OF \$62,108.50 FY 19' (ESGP), AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED, by the City Council of the City of Monroe, Louisiana, in legal and regular session convened authorized the execution of a Contract between the City of Monroe and Our House, Inc. dba Christopher Youth Center to provide \$62,108.50.00 from FY 19' (ESGP) Funds. ESGP funds are to be used as specified under the terms and conditions of the Contract, a copy of which is attached hereto and made a part hereof, by and is hereby accepted.

BE IT FURTHER RESOLVED, that James E. Mayo, Mayor, be and is hereby authorized to enter and execute said Memorandum of Understanding on behalf of the City of Monroe.

This Resolution having been submitted in writing and adopted at a Public meeting of the City Council of Monroe, was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the _____ day of _____, 2020.

CHAIRMAN

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE

NO.: _____

The following Resolution was offered by Mr./Mrs. _____.

who moved for its adoption and was seconded by Mr./Mrs. _____.

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO ENTER INTO AND EXECUTE AN CONTRACT BY AND BETWEEN THE CITY OF MONROE AND THE WELLSRING ALLIANCE FOR FAMILIES IN THE AMOUNT OF \$62,108.50 FY 19' (ESGP), AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED, by the City Council of the City of Monroe, Louisiana, in legal and regular session convened authorized the execution of an Contract between the City of Monroe and The Wellspring Alliance for Families to provide \$62,108.50, from FY 19' (ESGP) Funds. ESGP funds are to be used as specified under the terms and conditions of the Contract, a copy of which is attached hereto and made a part hereof, by and is hereby accepted.

BE IT FURTHER RESOLVED, that James E. Mayo, Mayor, be and is hereby authorized to enter and execute said Memorandum of Understanding on behalf of the City of Monroe.

This Resolution having been submitted in writing and adopted at a Public meeting of the City Council of Monroe, was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared ADOPTED on the _____ day of _____, 2020.

CHAIRMAN

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

The following Resolution was offered by Mr./Ms. _____, who moved for its adoption and was seconded by Mr./Ms. _____.

A RESOLUTION AUTHORIZING MAYOR JAMES E. MAYO TO ACCEPT A GRANT AWARD, "BJA FY 20 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM," AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the City of Monroe's application for an award under the OJP funding opportunity entitled "Bureau of Justice Assistance (BJA) FY 20 Coronavirus Emergency Supplemental Funding Program," in the amount of \$300,258;

WHEREAS, the grant allows eligible political subdivisions to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONROE, LOUISIANA:

That James E. Mayo, Mayor of the City of Monroe is hereby authorized to execute the required documents between the DOJ, OJP and BJA and the City of Monroe, and he is also authorized to accept \$300,258 on behalf of the City of Monroe to implement the BJA FY 20 Coronavirus Emergency Supplemental Funding Program.

This Resolution having been submitted in writing and adopted at a public meeting of the City Council of the City of Monroe, was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of _____, 2020.

CHAIRMAN

CITY CLERK



Department of Justice (DOJ)
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

June 8, 2020

The Honorable James Mayo
City of Monroe
700 Washington Street
Monroe, LA 71202-5715

Dear Mayor Mayo:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Monroe for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$300,258. These funds are for the project entitled City of Monroe Coronavirus Emergency Response.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Monroe accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Elizabeth White, Program Manager at (202) 598-7402; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Sullivan", is written over a horizontal line.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for City of Monroe

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.


BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.

	Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance		GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY	
			Grant	
		PROJECT NUMBER 2020-VD-BX-1816	PAGE 1 OF 1	
This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C				
1. STAFF CONTACT (Name & telephone number) Elizabeth White (202) 598-7402		2. PROJECT DIRECTOR (Name, address & telephone number) Ellen Hill Director 3901 Jackson St City Hall Annex Monroe, LA 71202-5715 (318) 812-7443		
3a. TITLE OF THE PROGRAM BJA FY 20 Coronavirus Emergency Supplemental Funding Program			3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)	
4. TITLE OF PROJECT City of Monroe Coronavirus Emergency Response				
5. NAME & ADDRESS OF GRANTEE City of Monroe 700 Washington Street Monroe, LA 71202-5715		6. NAME & ADDRESS OF SUBGRANTEE		
7. PROGRAM PERIOD FROM: 01/20/2020 TO: 01/31/2022		8. BUDGET PERIOD FROM: 01/20/2020 TO: 01/31/2022		
9. AMOUNT OF AWARD \$ 300,258		10. DATE OF AWARD 06/08/2020		
11. SECOND YEAR'S BUDGET		12. SECOND YEAR'S BUDGET AMOUNT		
13. THIRD YEAR'S BUDGET PERIOD		14. THIRD YEAR'S BUDGET AMOUNT		
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers. NCA/NCF				

RESOLUTION

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

The following Resolution was offered by _____ who
moved for its adoption and was seconded by _____:

**A RESOLUTION STATING THE CITY OF MONROE’S ENDORSEMENT OF
NORTH 3RD STREET PROPERTIES AND THEIR PROJECT #20190110-RTA
TO PARTICIPATE IN THE BENEFITS OF THE LOUISIANA RESTORATION
TAX ABATEMENT PROGRAM.**

WHEREAS, the Restoration Tax Abatement Program has been created by the electors of the State of Louisiana as an Act 445 of 1983, and amended in Act 783 of 1984, Article VII, Part II, Section 21(H) of the Louisiana Constitution and Louisiana R.S. 47:4311-4319, to authorize the Board of Commerce and Industry, with the approval of the Governor and the local governing authority and in accordance with procedures and conditions provided by law, to enter into a contract granting property owners who propose the expansion, restoration, improvement or development of an existing structure or structures in a downtown development district, historic district, or economic development district, established in accordance with law, the right to pay ad valorem taxes based upon the assessed valuation of the property prior to the commencement of the expansion, restoration, improvement or development; and

WHEREAS, the Monroe City Council desires to promote economic activity, create and retain job opportunities, and improve the tax base throughout the City for the benefit of all citizens; and

WHEREAS, it is the desire of the Monroe City Council to foster the continued growth and development (and redevelopment) of the City for the continued prosperity and welfare of the City; and

WHEREAS, this project is located in the City of Monroe’s Downtown Economic Development District; and

WHEREAS, this project is a commercial property.

NOW, THEREFORE,

Section 1. BE IT RESOLVED by the Monroe City Council, in regular and legal session convened, that NORTH 3RD STREET PROPERTIES, and its Project #20190110-RTA is endorsed to participate in the Louisiana Restoration Tax Abatement Program.

Section 2. BE IT FURTHER RESOLVED by the Monroe City Council, in regular and legal session convened, that if any provision or item of this resolution of the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or applications and to this end the provisions of this resolution are hereby declared severable.

BE IT FURTHER RESOLVED that all resolutions or parts thereof in conflict herewith are hereby repealed.

BE IT FURTHER RESOLVED that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or application of this resolution which can be given affect, without the invalid provisions, items or applications and to this end the provisions of this resolution are hereby declared severable.

BE IT FURTHER RESOLVED that all resolutions or part thereof in conflict herewith are hereby repealed.

This resolution having been submitted in writing, was then submitted to a vote as a whole, the vote thereon being as follows:

YEA _____

NAY _____

NOT VOTING _____

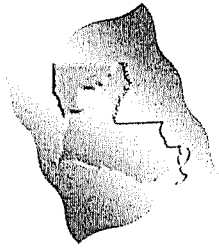
ABSENT _____

ATTEST _____

APPROVED THIS _____ DAY OF _____, 2020.

CAROLUS S. RILEY, CITY CLERK
CITY OF MONROE
STATE OF LOUISIANA

JUANITA WOODS, CHAIRMAN
CITY OF MONROE
STATE OF LOUISIANA



NORTH LOUISIANA ECONOMIC PARTNERSHIP

June 12, 2020

Angie Sturdivant
City of Monroe
P.O. Box 123
Monroe, LA 71210-0123

Dear Angie:

The following company has filed an application for Restoration Tax Abatement benefits for their building located at 415 N. 3rd Street, Monroe.

Name:	North 3 rd Street Properties
Project #:	20190110 - RTA
Contact:	Michael Echols (318) 366-7370 michaelcharlesechols@gmail.com
Investment:	\$650,000
New Jobs:	2
Construction Jobs:	5

This property is in the Monroe Downtown Economic Development District.

Attached is the application and exhibits, a sample resolution for the project and a map showing its location in the district. Please forward a copy of the signed resolution to my attention. If I can be of further assistance, please do not hesitate to call.

Sincerely,



Liz Pierre

ECONOMIC DEVELOPMENT • WORKFORCE • ADVOCACY

Regions Tower, 333 Texas Street, Suite 411 • Shreveport, LA 71101 • 318.677.2536 | Premier Plaza, 1900 North 18th Street, Suite 501 • Monroe, LA 71201 • 318.387.0787

www.nlep.org

Restoration Tax Abatement Program Application - (Const 7 21)

Project ID: 20190110-RTA
Date Received: 9/24/2019

PROJECT INFORMATION

Company:	North 3rd Street Properties
Project Name:	415 N 3rd Street Project
Project Location:	415 N 3rd Street , Monroe, LA, 71201
Parish:	Ouachita
City Limits?:	<input checked="" type="checkbox"/>

PROPERTY USAGE

Residential:	<input type="radio"/> Yes <input checked="" type="radio"/> No	
Owner-Occupied:	<input type="radio"/> Yes <input checked="" type="radio"/> No	
Rented or Leased:	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Year Structure Built:	1925	
District Type Project is Located?	Downtown Development	
Name of Historic District (if applicable)	Downtown Monroe Hist	
Gross Square Footage Before Project:	5000.00	
Gross Square Footage After Project:	5500.00	
Current or Prior Use::	Warehouse	
Proposed Use:	Commercial office space	
Legal Description of Property:	LOT IN SQ 43 A G BREARD ADDNBEG 75 FT SO OF OLIVE ST &FRTG 82 FT ON W SIDE 3RD ST,DEPTH 159.5 FT.-ROM BROWN & SONS REALTY-	
Is your building listed or pending being listed on the National Register of	<input type="radio"/> Yes <input checked="" type="radio"/> No	If yes, year listed:
Historical Places?		
Will it be eligible for Federal Historic Preservation Tax Incentives?	<input type="radio"/> Yes <input checked="" type="radio"/> No	

PROPERTY TAX

Assessed value of the existing structure only (shown as improvement or building on your tax bill) for this project. Do not include assessed land value.	\$25,409.00
See most recent property tax bill for this value or contact the assessor.	
Amount of taxes paid on the existing structure only for the year before the beginning of the project. This amount is a percentage of total taxes paid on land and improvements. Obtain from the tax collector.	\$305.00
Have Ad Valorem taxes been paid on this property on the basis of an assessed valuation which reflects the improvements made by the project?	<input type="radio"/> Yes <input checked="" type="radio"/> No
Millage Rate for this property. Use the millage rate obtained from the parish assessor to calculate the fee. This is usually a whole number (i.e., 115.47 or 92.665. A millage rate is expressed in 1/1000ths of a dollar (known as one mill). Convert the whole number millage rate by dividing by 1000 to a decimal number (i.e., the whole numbers converted to 1/1000ths would be .1154 or .0927 when rounded to four digits.	0.1051
Note: Proof of the millage rate can be obtained from the parish assessor and MUST be uploaded in the Attachments section of this application.	

PROJECT DETAILS

Project Type:	Restoration
Project Beginning Date:	3/20/2019
Project Ending Date:	9/30/2019
Project Description:	Renovation of a distressed warehouse to commercial office space with room for expansion of employment.

ESTIMATED INVESTMENTS

Building & Materials:	\$250,000.00
Machinery & Equipment:	\$50,000.00
Labor & Engineering:	\$350,000.00
Total Investment:	\$650,000.00

ESTIMATED JOBS

Existing:	23
Construction:	5
New:	2
Total Estimated Jobs:	30

ESTIMATED PAYROLL

Existing:	\$1,000,000.00
Construction:	\$150,000.00
New:	\$80,000.00
Total Estimated Payroll:	\$1,230,000.00

GAMING

Has the applicant or any affiliates received, applied for, or considered applying for a license to conduct gaming activities? ☐ Yes ☒ No

If yes, please give a detailed explanation including the name of the entity receiving or applying for the license, the relationship to the business if an affiliate, the location and the type of gaming activities:

ESTIMATED BENEFIT

Investment Amount:	\$650,000.00
x Assessment %:	0.15
x Millage Rate:	0.1051
x Years Exempted:	5.00
= Estimated Five Years Tax Exemption	\$51,211.88

FEE CALCULATION

Estimated Five Years Tax Exemption :	\$51,211.88
x Rate	0.005
= Assessed Fee (\$500.00 Minimum—\$15,000.00 Maximum)	\$500.00
Amount Paid:	\$500.00
Amount Due:	\$0.00

ATTACHMENTS

Document Type	Document Name	Date
Legal Property Description	report from assessor.pdf	4/23/2019
Proof of Millage Rate	report from assessor.pdf	4/23/2019
Proof of Ownership	Deed for Purchase.pdf	4/23/2019
Certified Historic Structure	Downtown Development District Map.docx	4/23/2019
Plot Map	report from assessor.pdf	4/23/2019
Proof of Ownership	Rendering After.pdf	4/23/2019
Photos of Structure Before	415 N 3rd Street Property Description & Photo of Building.docx	4/23/2019
Current Assessed Value and Taxes Paid	report from assessor.pdf	4/23/2019
Building Permits	Building Permit.jpg	4/23/2019
Signed Disclosure Authorization	report from assessor.pdf	4/23/2019
Owners	Owner Names 415 N 3rd Street.docx	4/23/2019
Resolution of Property Owners / Resolution of Board of Directors	Resolution from Board Members.pdf	4/24/2019

PAYMENTS

Fee Type	Amount Paid	Date Received	Confirmation #	Transaction Type
APPLICATION	\$500.00	9/24/2019	19092444083541	eCheck

PROJECT CONTACTS

Contact First Name	Contact Last Name	Email Address	Company Name	Mailing Address	Phone Number	Contact Type
Michael	Echols	michaelcharlesechols@gmail.com	North 3rd Street properties	1800 Riverside Drive , Monroe, LA, 71201	(318) 366-7370	Business Signatory

CONTRACT SIGNATORY

The contract signatory will be used when signing contracts. The contracts will be signed online and will take place after the board approves a form.

Title: Managing memberFirst Name: Michael

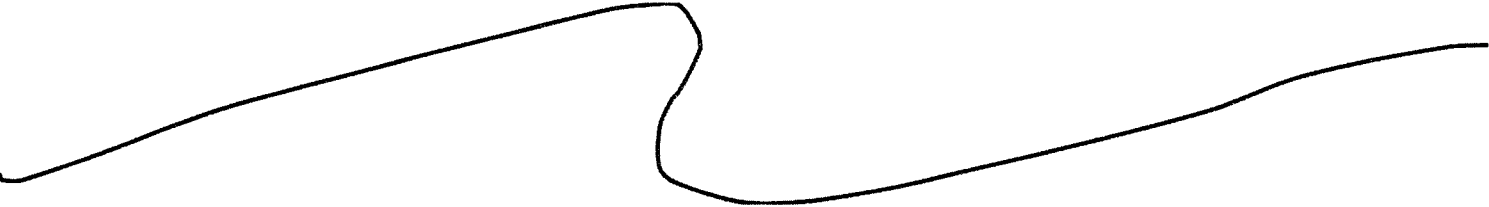
Last Name: EcholsEmail Address: michaelcharlesechols@gmail.com

CERTIFICATION STATEMENT

☒ I hereby certify that this project meets all Constitutional, statutory and regulatory provisions applicable to this program. I hereby certify that the information provided in this document and additional materials is true and correct and that I am aware that my submission of any false information or omission of any pertinent information resulting in the false representation of a material fact may subject me to civil and/or criminal penalties for filing false public records (R.S. 14:133) and/or forfeiture of any tax benefits approved under this program. I understand that the application and information submitted shall not be returnable to the applicant.

FORM SIGNATURE

I, Michael Echols, approve the above information.



Property Owner

Name: BACKHAMMER LLC

Property Information

Physical Address: 411 3RD ST (413 & 415) N

Mailing Address: 401 WALNUT ST
MONROE, LA 71201

Subdivision: BREARD, A G ADDITION

Block / Lot: 43 / N/A

Type: (CI) Comm. Impr.

S-T-R: 50-18-03

Tax Dist: (30) CITY OF MONROE

Size (Acres): 0.275

Millage Rate: 105.05

Restoration Tax
Abatement: No

Homestead Pct: 0.00

Special Assessment
Freeze: No

Extended Legal: LOT IN SQ 43 A G BREARD ADDNBEG 75 FT SO OF OLIVE ST &FRTG 82 FT ON W SIDE 3RD ST,DEPTH 159.5 FT.-ROM BROWN & SONS REALTY-

Assessment Summary:

Description	Acres	Land Value	Bldg Value	Total Value	Land Assessed	Bldg Assessed	Total Assessed	Percent
STORES & COMMERCIAL BUILDINGS		\$0.00	\$7,397.00	\$7,397.00	\$0.00	\$1,110.00	\$1,110.00	15%
COMMERCIAL SUB. LOT (REC PLAT)	12008.000	\$18,012.00	\$0.00	\$18,012.00	\$1,801.00	\$0.00	\$1,801.00	10%
Totals:		\$18,012.00	\$7,397.00	\$25,409.00	\$1,801.00	\$1,110.00	\$2,911.00	

Special Assessments:

Assessment	Millage	Parish or City	Total Tax	Homestead Credit	Tax Amount
Assessment District	1.83	P	\$5.33	\$0.00	\$5.33
City School Bonds	8.00	P	\$23.29	\$0.00	\$23.29
City School Maintenance	27.63	P	\$80.43	\$0.00	\$80.43
Cooley Hospital	1.43	P	\$4.16	\$0.00	\$4.16
Correctional Center	9.20	P	\$26.78	\$0.00	\$26.78
Detention Home	2.90	P	\$8.44	\$0.00	\$8.44
Downtown Development District	0.00	P	\$0.00	\$0.00	\$0.00
General Fund - Inside	2.07	P	\$6.03	\$0.00	\$6.03
Health Unit	0.75	P	\$2.18	\$0.00	\$2.18
Law Enforcement	12.11	P	\$35.25	\$0.00	\$35.25
Levee District	3.00	P	\$8.73	\$0.00	\$8.73
Library Maintenance	7.64	P	\$22.24	\$0.00	\$22.24
Monroe City Maintenance	27.09	C	\$78.86	\$0.00	\$78.86
Mosquito Abatement District	1.40	P	\$4.08	\$0.00	\$4.08
Totals:			\$305.80	\$0.00	\$305.80

Homestead Credit: 0.00 Status: (AC) Active Note: Due to rounding errors, please contact the Tax Collector for the exact taxes owed.

Not a Legal Document.
Subject to terms and conditions.
www.actDataScout.com

Deed Transfers:

Date	Book	Page	Deed Type	Est. Sale	Grantee
10/11/2017	2525	63	CASH DEED	\$80,000	BACKHAMMER LLC
10/19/2005	2010	429	REDEMPTIO N	\$0	SHIVELY PROPERTIES LLC
7/19/2005	1997	369	TAX DEED	\$0	BROWN & SONS REALTY
10/12/2004	1956	540	CASH DEED	\$50,000	SHIVELY PROPERTIES LLC
6/21/2004	1941	289	CASH DEED	\$0	EDWARDS, WILLIAM T
10/15/1999	1776	691	REDEMPTIO N	\$0	W T PROPERTIES
7/13/1999	1768	425	ADJUDICATI	\$0	CITY OF MONROE
10/14/1996	1685	362	REDEMPTIO N	\$0	W T PROPERTIES
7/9/1996	1677	715	TAX DEED	\$0	MCCORMICK, GARY
9/19/1994	1626	272	CASH DEED	\$20,000	W T PROPERTIES, INC

Conveyance Book/Page:

1956/540 1997/369 2010/429 2225/619 2226/435 2525/63

Details for Commercial Card 1:

Business Name(s): EDWARDS AIR CONDITIONING	
Number of Units: 1	Total Floor Area: 0
Site Work: N/A	Floor Cover: N/A
Foundation: N/A	Ceilings: N/A
Floor Struct: N/A	Interior Finish: N/A
Struct. Frame: N/A	Insulation: N/A
Exterior Walls: BRI	Appliances: N/A
Ext. Wall Load: N/A	Plumbing: N/A
Roof Struct.: N/A	Electric: N/A
Roof Cover: N/A	Misc:

Building: 1

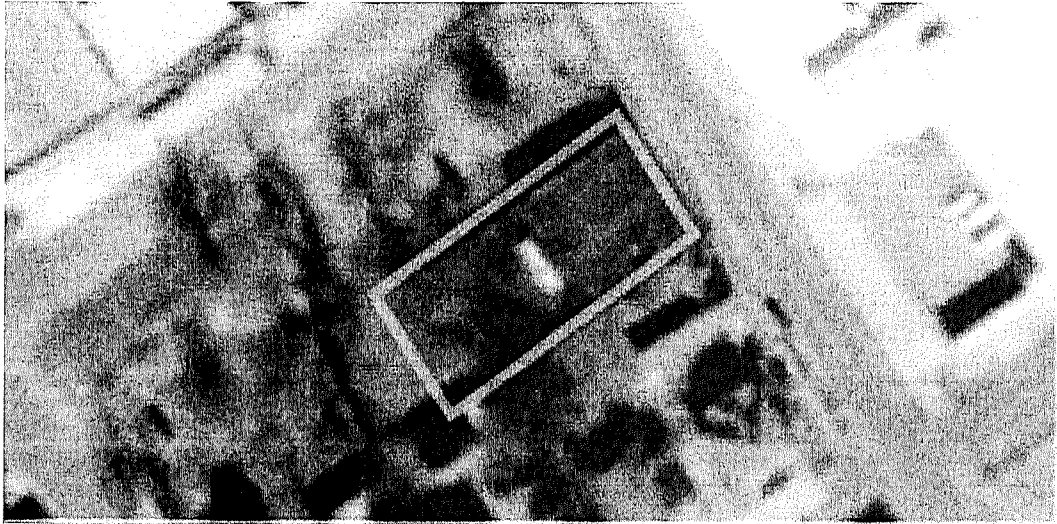
Age/YC	Condition	Effective Age	Stories	Grade
1945	N/A			
Avg. Floor Area:		Common Wall:		
Avg. Perimeter:		Total Floor Area: 0		
No. Floors:		Total Height:		
Avg. Floor Hgt:		Unit Multiplier:		
Occupancy		Heating/Cooling	Sprinkler	
Primary N/A		N/A	N/A	
Secondary N/A		N/A	N/A	

Parcel: 49026
Assessment #: 49026
...

Ouachita Parish Report
Tax Year 2019
(Uncertified)

ID: 49026

Map:



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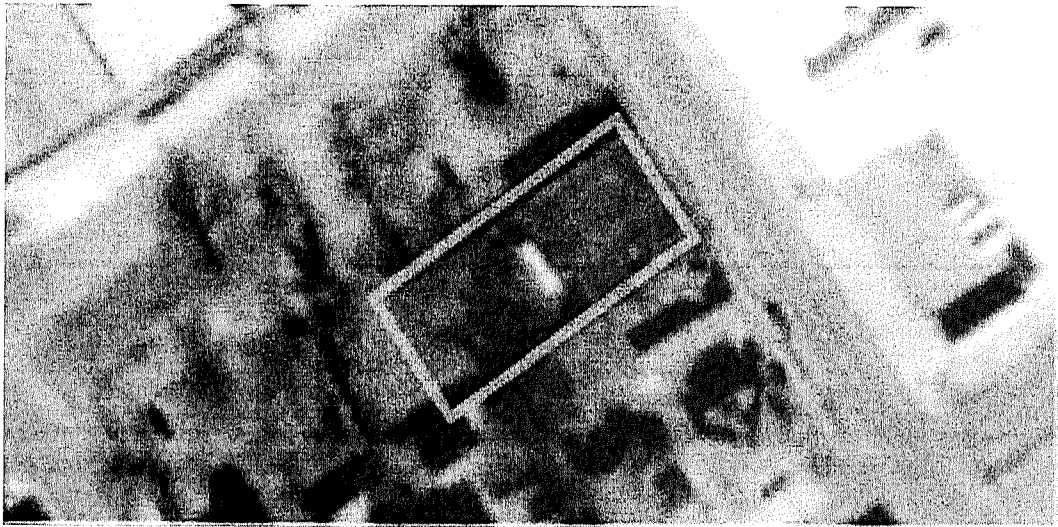
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Struct. Frame: N/A	Insulation: N/A
Exterior Walls: BRI	Appliances: N/A
Ext. Wall Load: N/A	Plumbing: N/A
Roof Struct.: N/A	Electric: N/A
Roof Cover: N/A	Misc:


Building: 1

Age/YC	Condition	Effective Age	Stories	Grade
1945	N/A			
Avg. Floor Area:		Common Wall:		
Avg. Perimeter:		Total Floor Area: 0		
No. Floors:		Total Height:		
Avg. Floor Hgt:		Unit Multiplier:		
Occupancy		Heating/Cooling	Sprinkler	
Primary N/A		N/A	N/A	
Secondary N/A		N/A	N/A	

Map:



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 <div>First American Title Insurance Company of Louisiana</div>	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company of Louisiana
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY OF LOUISIANA

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *First American Title Insurance Company of Louisiana*, a Louisiana Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within **180 days** after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company of Louisiana



John N. Casbon
President

Peter C. Keenan
Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance Issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company through its Louisiana licensed producer or its Louisiana licensed issuing producer that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Form 5230022 (7-6-17)

ALTA Commitment for Title Insurance (8-1-16)
Louisiana

(NORTH 3RD 19-310 PY/PFD/NORTH 3RD 19-310 PY/1)

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and [authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION – NOT AVAILABLE IN LOUISIANA

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance Issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its Issuing agent that may be in electronic form.


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Form 5230022 (7-6-17)

ALTA Commitment for Title Insurance (8-1-16)
Louisiana

(NORTH 3RD 19-310 PY.PFD/NORTH 3RD 19-310 PY/1)

 <div>First American Title Insurance Company of Louisiana</div>	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company of Louisiana
Schedule A	

Transaction Identification Data for reference only:
Issuing Agent: Bayou DeSiard Title Company, LLC
Issuing Office: 417 North 3rd Street, Monroe, LA 71201
ALTA® Universal ID:
Loan ID No.:
Issuing Office File No.: NORTH 3RD 19-310 PY
Commitment No.: NORTH 3RD 19-310 PY
Property Address: 415 N. 3rd Street, Monroe,, LA 71201
Revision No.:

SCHEDULE A

1. Commitment Date: March 15, 2019 at 05:00 PM
2. Policy to be issued:

(a) ☐ ALTA Owner's Policy of Title Insurance (6-17-06)
☐ ALTA Homeowner's Policy of Title Insurance (12-2-13)
Proposed Insured: NORTH 3RD STREET PROPERTIES LL
Proposed Policy Amount:

(b) ☒ ALTA Loan Policy of Title Insurance (6-17-06)
☐ ALTA Expanded Coverage Residential Loan Policy (12-2-13)
Proposed Insured: BANK OF OAK RIDGE, its successors and/or assigns as their respective interests may appear.
Proposed Policy Amount: \$ 800,000.00

(c) ☒ Loan/Mtg Policy (ALTA Loan Policy (06/17/06))
Proposed Insured:
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
BACKHAMMER, LLC
5. The Land is described as follows:
A certain tract or parcel of land more particularly described on Exhibit "A", attached hereto and made a part hereof.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE A
(Continued)

Issuing Office File No.: NORTH 3RD 19-310 PY

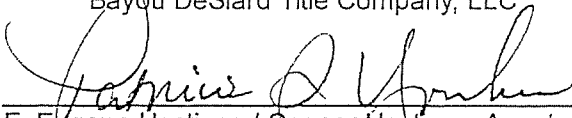
THE FOLLOWING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY:

Municipal address: 417 N. 3rd Street, Monroe, LA 71201.

Being the same property acquired by Backhammer, LLC by act filed October 11, 2017 in Conveyance Book 2525, page 63, File No. 1740080, records of Ouachita Parish, Louisiana.

First American Title Insurance Company of Louisiana

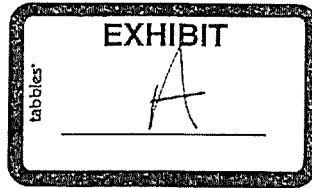
Bayou DeSiard Title Company, LLC

By: 
for: E. Eugene Hastings / Cooper Hastings, Agent


This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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A certain lot or parcel of ground in Square Forty-Three (43) of the A.G. Breard Addition to the City of Monroe, Louisiana, as per plat thereof in Conveyance Book R, page 640, and in Plat Book 2, page 44, and in Plat Book 2, page 47, records of Ouachita Parish, Louisiana, said lot being more particularly described as follows: Commencing at a point on the West line of North Third Street, which point is 75' South of the intersection of the West line of North Third Street with the South line of Olive Street, thence in a southerly direction along the West line of North Third Street a distance of 82'; thence back in said Square 43, between parallel lines, a distance of 159.5'.

 <div><i>First American Title Insurance Company of Louisiana</i></div>	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company of Louisiana
Schedule BI	

Issuing Office File No.: NORTH 3RD 19-310 PY

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Cash Deed for the consideratin of \$50,000.00 from BACKHAMMER, LLC to NORTH 3RD STREET PROPERTIES LL
 - b. Mortgage from NORTH 3RD STREET PROPERTIES LL to BANK OF OAK RIDGE, securing the principal amount of \$800,000.00
- a. Payoff and Cancellation of a Multiple Indebtedness Mortgage dated April 11, 2018, executed by BACKHAMMER, LLC in favor of Bank of Ruston (now Century Next Bank) in the original amount of \$662,817.75 but not to exceed \$50,000,000.00 filed April 11, 2018 in Mortgage Book 3664, page 105, File No. 1751041, records of Ouachita Parish, Louisiana.
- b. Articles of Organization and/or Certificate of Authority for North 3rd Properties, LLC to be filed in the Charter and conveyance records of Ouachita Parish, Louisiana, prior to or at closing.
- c. Standard, long-form loan policy with MIM endorsement to be issued to proposed lender after execution and recording.
- d. Notice of Availability of Owner's Title Insurance to be completed and signed.
- e. Notice of Availability of Survey to be completed and signed.
- f. Execution of the Seller/Owner Affidavit at time of closing.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	B. TYPE OF LOAN				
	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input checked="" type="checkbox"/> CONV. UNINS.	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.
	6. FILE NUMBER NORTH 3RD 19-310 PY		7. LOAN NUMBER		
	8. MORTGAGE INS CASE NUMBER				

NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.
1.0 3/98 (NORTH 3RD 19-310 PY,PFD/NORTH 3RD 19-310 PY/2)

D. NAME AND ADDRESS OF BORROWER NORTH 3RD STREET PROPERTIES LL 1800 Riverside Drive Monroe, LA 71201	E. NAME AND ADDRESS OF SELLER BACKHAMMER, LLC 417 N. 3rd Street Monroe, LA 71201	F. NAME AND ADDRESS OF LENDER BANK OF OAK RIDGE 105 North Oak Street Oak Ridge, LA 71264
G. PROPERTY LOCATION 115 N. 3rd Street Monroe,, LA 71201 Ouachita Parish, Louisiana	H. SETTLEMENT AGENT 72-1402556 Bayou DeSiard Title Company, LLC PLACE OF SETTLEMENT 417 North 3rd Street Monroe, LA 71201	I. SETTLEMENT DATE March 26, 2019

J. SUMMARY OF BORROWER'S TRANSACTION				K. SUMMARY OF SELLER'S TRANSACTION			
100. GROSS AMOUNT DUE FROM BORROWER:				400. GROSS AMOUNT DUE TO SELLER:			
101. Contract Sales Price		50,000.00		401. Contract Sales Price		50,000.00	
102. Personal Property				402. Personal Property			
103. Settlement Charges to Borrower (Line 1400)		7,963.60		403.			
104.				404.			
105.				405.			
Adjustments For Items Paid By Seller in advance				Adjustments For Items Paid By Seller in advance			
106. City/Town Taxes	to			406. City/Town Taxes	to		
107. Parish Taxes	to			407. Parish Taxes	to		
108. Assessments	to			408. Assessments	to		
109.				409.			
110.				410.			
111.				411.			
112.				412.			
120. GROSS AMOUNT DUE FROM BORROWER		57,963.60		420. GROSS AMOUNT DUE TO SELLER		50,000.00	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:				500. REDUCTIONS IN AMOUNT DUE TO SELLER:			
201. Deposit or earnest money				501. Excess Deposit (See Instructions)			
202. Principal Amount of New Loan(s)	[	800,000.00]		502. Settlement Charges to Seller (Line 1400)		100.00	
203. Existing loan(s) taken subject to				503. Existing loan(s) taken subject to			
204.				504. Payoff First Mortgage to Century Next Bank/PAYDO		49,829.62	
205.				505. Payoff Second Mortgage			
206.				506.			
207. Construction Draw		57,963.60		507.			
208.				508.			
209.				509.			
Adjustments For Items Unpaid By Seller				Adjustments For Items Unpaid By Seller			
210. City/Town Taxes	to			510. City/Town Taxes	to		
211. Parish Taxes	01/01/19 to 03/26/19	70.38		511. Parish Taxes	01/01/19 to 03/26/19	70.38	
212. Assessments	to			512. Assessments	to		
213.				513.			
214.				514.			
215.				515.			
216.				516.			
217.				517.			
218.				518.			
219.				519.			
220. TOTAL PAID BY/FOR BORROWER		58,033.98		520. TOTAL REDUCT.AMT DUE SELLER		50,000.00	
300. CASH AT SETTLEMENT FROM/TO BORROWER:				600. CASH AT SETTLEMENT TO/FROM SELLER:			
301. Gross Amount Due From Borrower (Line 120)		57,963.60		601. Gross Amount Due To Seller (Line 420)		50,000.00	
302. Less Amount Paid By/For Borrower (Line 220)	(	58,033.98)		602. Less Reductions Due Seller (Line 520)	(	50,000.00)	
303. CASH (FROM) (X TO) BORROWER		70.38		603. CASH (TO) (FROM) SELLER		0.00	

L. SETTLEMENT CHARGES									
700. TOTAL COMMISSION Based on Price					\$	@	%	PAID FROM BORROWER'S FUNDSAT SETTLEMENT	PAID FROM SELLER'S FUNDSAT SETTLEMENT
Division of Commission (line 700) as Follows:									
701. \$					to				
702. \$					to				
703. Commission Paid at Settlement									
704.					to				
300. ITEMS PAYABLE IN CONNECTION WITH LOAN									
301. Loan Origination Fee					0.00 %	to BANK OF OAK RIDGE		3,000.00	
302. Loan Discount					%	to			
303. Appraisal Fee						to BANK OF OAK RIDGE		1,980.00	
304. Credit Report						to			
305. Lender's Inspection Fee						to			
306. Mortgage Ins. App. Fee						to			
307. Assumption Fee						to			
308. Flood Cert						to BANK OF OAK RIDGE		14.00	
309.									
310.									
311.									
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE									
901. Interest From					03/26/19	to	04/01/19	@	\$
						/day	(	6 days	%)
902. Mortgage Insurance Premium					months				
903. Hazard Insurance Premium					1.0 years				
904. Flood Insurance Premium					1.0 years				
905.									
1000. RESERVES DEPOSITED WITH LENDER									
1001. Hazard Insurance					months	@	\$	per month	
1002. Mortgage Insurance					months	@	\$	per month	
1003. City/Town Taxes					months	@	\$	per month	
1004. Parish Taxes					months	@	\$	per month	
1005. Assessments					months	@	\$	per month	
1006. Flood Insurance Premium					months	@	\$	per month	
1007.					months	@	\$	per month	
1008. Aggregate Adjustment					months	@	\$	per month	
1100. TITLE CHARGES									
1101. Settlement or Closing Fee					to			WAIVED	
1102. Abstract or Title Search					to			WAIVED	
1103. Title Examination					to				
1104. Deed Prep Fee					to			WAIVED	
1105. Handling payoff					to			WAIVED	
1106. Document Prep Fee					to			WAIVED	
1107. Attorney's Fees					to	Bayou DeSiard Title Company, LLC		WAIVED	
(includes above item numbers:)	
1108. Title Insurance					to	FATIC - LA		+\$100 min ENDORSEMEN	2,669.60
(includes above item numbers:)	
1109. Lender's Coverage					\$	800,000.00		2,569.60	
1110. Owner's Coverage					\$				
1111.					Bayou DeSiard Title Company, LLC				
1112.									
1113.									
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES									
1201. Recording Fees: Deed					\$	100.00;	Mortgage	\$	200.00;
					Releases	\$		Recording fee	300.00
1202. City/County Tax/Stamps: Deed									
					; Mortgage				
1203. State Tax/Stamps: Revenue Stamps					0.00; Mortgage				
1204. Partial Release					to	Ouachita Parish Clerk of Court		Recording fee	100.00
1205.									
1300. ADDITIONAL SETTLEMENT CHARGES									
1301. Survey					to				
1302. Pest Inspection					to				
1303. Home Warranty									
1304. Tracking mortgage cancellation					reQuire				
1305.									
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)								7,963.60	100.00

Certified to be a true copy.

Bayou DeSiard Title Company, LLC
Settlement Agent

STATE OF LOUISIANA

PARISH OF OUACHITA

CASH DEED

BE IT KNOWN, that on the date or dates hereinafter set forth, in the presence of the undersigned Notaries Public, personally came and appeared:

BACKHAMMER, LLC, a Louisiana limited liability company domiciled in Ouachita Parish, Louisiana, whose current mailing address is 401 Walnut Street, Monroe, LA 71201, and being represented herein by its sole Members, E. Eugene Hastings and Mickel Douglas Husted (hereinafter "Seller")

who declared and acknowledged that for the price hereinafter expressed, it has sold, conveyed, and delivered, and by these presents does sell, bargain, transfer, set over and deliver unto:

NORTH 3RD STREET PROPERTIES, LLC, a Louisiana limited liability company domiciled in Ouachita Parish, Louisiana, whose mailing address is 1800 Riverside Dr., Monroe, LA 71201, and being represented herein by its sole Members/Manager, Michael Echols and Mike Husted, pursuant to Certificate of Authority attached hereto and made a part hereof (hereinafter "Purchaser")

accepting this sale for itself, its successors and assigns, the following described property, together with the improvements and appurtenances thereunto belonging, situated in **Ouachita** Parish, Louisiana, to-wit:

A certain lot or parcel of ground in Square Forty-Three (43) of the A.G. Breard Addition to the City of Monroe, Louisiana, as per plat thereof in Conveyance Book R, page 640, and in Plat Book 2, page 44, and in Plat Book 2, page 47, records of Ouachita Parish, Louisiana, said lot being more particularly described as follows: Commencing at a point on the West line of North Third Street, which point is 75' South of the intersection of the West line of North Third Street with the South line of Olive Street, thence in a southerly direction along the West line of North Third Street a distance of 82'; thence back in said Square 43, between parallel lines, a distance of 159.5'.

TO HAVE AND TO HOLD the said described property unto the said Purchaser, its successors and assigns forever, with full and general warranty of title and with full subrogation to all rights of warranty and all other rights held by said Seller.

The price for which the above sale is made is the sum of **FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS**, cash in hand paid, receipt of which is hereby acknowledged and full acquittance granted therefor.

PURCHASER expressly waives all warranties as to the property herein sold, "AS IS WHERE IS" whether implied by this or any other writing or representation, as well as all warranties provided by law. This waiver applies to all warranties of any nature, express or implied, including without limitation warranties of fitness for a particular purpose, or of merchantability, or otherwise. PURCHASER understands that under La. C.C. Arts. 2520-2548 and other provisions of law this sale would ordinarily include a warranty, implied by law, against certain defects in the property sold. PURCHASER expressly waives any and all such warranties with respect to all defects, whether apparent or latent, visible or not, and regardless of whether PURCHASER is presently aware of such defects. This waiver of warranty extends to all defects, even if the defect or defects render the property absolutely useless or so inconvenient and imperfect that PURCHASER would not have purchased it had PURCHASER known of the defect. PURCHASER has examined the property thoroughly and is fully satisfied with its

condition. In addition, PURCHASER waives, relieves, discharges, relinquishes and releases SELLER from any and all demands, claims, causes of action or other rights to payment, performance, remedy or relief, which PURCHASER may have or may be otherwise entitled to, whether affecting person and/or property, including, but without limitation: (a) those arising under Statewide Order 29-B by Office of Conservation, Department of Natural Resources, State of Louisiana, the Louisiana Environmental Quality Act, the Louisiana Abandoned Oilfield Waste Site Law, the Comprehensive Environmental Response, Compensation and Liability Act, The Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, the Toxic Substance Control Act and/or any other federal, state or local law, ordinance, rule, regulation, order, decree, penalty or requirement concerning, affecting, regulating or involving hazardous, toxic or harmful substances or the environment. PURCHASER has read and understands the foregoing waiver of warranty, the waiver has been pointed out and explained, and questions or doubts PURCHASER has concerning the same have been answered satisfactorily. SELLER and PURCHASER acknowledge and stipulate that the sale price was negotiated and agreed upon after consideration of the waiver of warranty herein set forth. PURCHASER and SELLER acknowledge reading and understanding of the warranty waiver provisions contained in this instrument by their initials:

Seller

Purchaser

This sale is made subject to any restrictions, mineral or royalty reservations, mineral leases, rights of way or any other servitude or easement which may appear of record and bear upon the property herein conveyed, all of which are specially excluded from the general warranty of title herein contained.

Purchaser and Seller hold harmless the Law Offices of Bayou DeSiard Title Company, LLC and E. Eugene Hastings, any matters which might be disclosed by an environmental survey. No responsibility is assumed for matters which might be disclosed by a survey.

For purposes of this document the use of the masculine or feminine pronoun shall not be deemed to reference gender but shall include both masculine and feminine.

The parties hereto acknowledge that property taxes for the year 2017 will be prorated as of the date of closing based on information available on the said date. The parties hereto do hereby agree to indemnify and hold Bayou DeSiard Title Co. LLC, its employees and/or representatives and/or the undersigned Notary Public, harmless as a result of any subsequent modifications by taxing authorities.

THUS DONE AND PASSED, in the presence of the undersigned competent and attesting witnesses, who sign their names, together with the said parties and me, the said Notary, on this the _____ day of October, 2017.

WITNESSES:

BACKHAMMER, LLC, Seller

By: _____
E. Eugene Hastings, Member

By: _____
Mickel Douglas Husted, Member

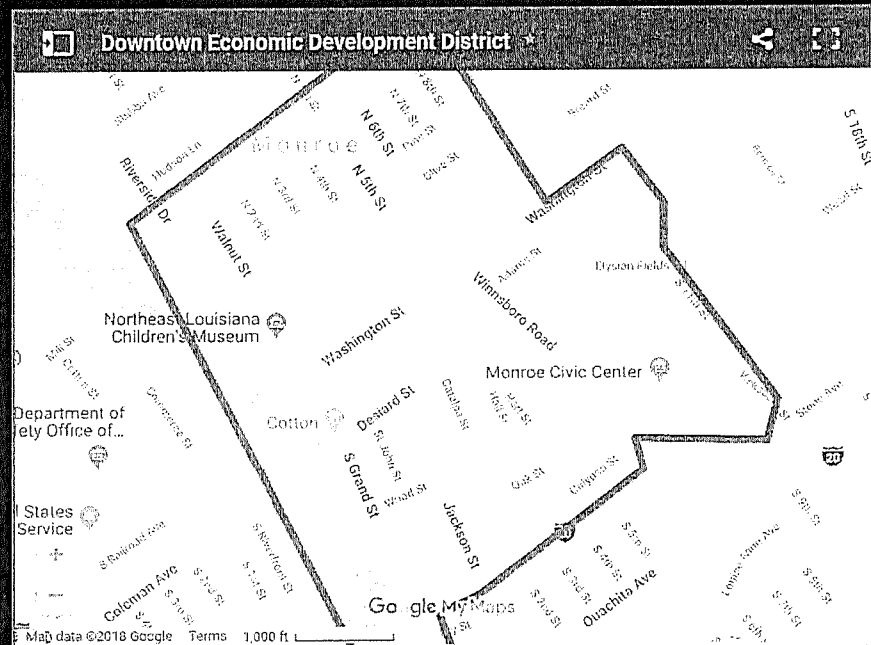
**NORTH 3RD STREET PROPERTIES, LLC,
Purchaser**

By: _____
Michael Echols, Member/Manager

By: _____
Mike Husted, Member

NOTARY PUBLIC

Downtown Monroe Development District MAP



318329.4947
401 Lea Joyner Expressway
Monroe LA 71201
USA

Copyright © 2018 Downtown Monroe Downmonroe.com

Property Owner
Name: BACKHAMMER LLC

Property Information
Physical Address: 411 3RD ST (413 & 415) N

Mailing Address: 401 WALNUT ST
MONROE, LA 71201

Subdivision: BREARD, A G ADDITION

Type: (CI) Comm. Impr.

Block / Lot: 43 / N/A

S-T-R: 50-18-03

Tax Dist: (30) CITY OF MONROE

Size (Acres): 0.275

Millage Rate: 105.05

Restoration Tax
Abatement: No

Homestead Pct: 0.00

Special Assessment
Freeze: No

Extended Legal: LOT IN SQ 43 A G BREARD ADDNBEG 75 FT SO OF OLIVE ST &FRTG 82 FT ON W SIDE 3RD ST,DEPTH 159.5 FT.-ROM BROWN & SONS REALTY-

Assessment Summary:

Description	Acres	Land Value	Bldg Value	Total Value	Land Assessed	Bldg Assessed	Total Assessed	Percent
STORES & COMMERCIAL BUILDINGS		\$0.00	\$7,397.00	\$7,397.00	\$0.00	\$1,110.00	\$1,110.00	15%
COMMERCIAL SUB. LOT (REC PLAT)	12008.000	\$18,012.00	\$0.00	\$18,012.00	\$1,801.00	\$0.00	\$1,801.00	10%
Totals:		\$18,012.00	\$7,397.00	\$25,409.00	\$1,801.00	\$1,110.00	\$2,911.00	

Special Assessments:

Assessment	Millage	Parish or City	Total Tax	Homestead Credit	Tax Amount
Assessment District	1.83	P	\$5.33	\$0.00	\$5.33
City School Bonds	8.00	P	\$23.29	\$0.00	\$23.29
City School Maintenance	27.63	P	\$80.43	\$0.00	\$80.43
Cooley Hospital	1.43	P	\$4.16	\$0.00	\$4.16
Correctional Center	9.20	P	\$26.78	\$0.00	\$26.78
Detention Home	2.90	P	\$8.44	\$0.00	\$8.44
Downtown Development District	0.00	P	\$0.00	\$0.00	\$0.00
General Fund - Inside	2.07	P	\$6.03	\$0.00	\$6.03
Health Unit	0.75	P	\$2.18	\$0.00	\$2.18
Law Enforcement	12.11	P	\$35.25	\$0.00	\$35.25
Levee District	3.00	P	\$8.73	\$0.00	\$8.73
Library Maintenance	7.64	P	\$22.24	\$0.00	\$22.24
Monroe City Maintenance	27.09	C	\$78.86	\$0.00	\$78.86
Mosquito Abatement District	1.40	P	\$4.08	\$0.00	\$4.08
Totals:			\$305.80	\$0.00	\$305.80

Homestead Credit: 0.00 Status: (AC) Active Note: Due to rounding errors, please contact the Tax Collector for the exact taxes owed.

Not a Legal Document.
Subject to terms and conditions.
www.actDataScout.com

Deed Transfers:

Date	Book	Page	Deed Type	Est. Sale	Grantee
10/11/2017	2525	63	CASH DEED	\$80,000	BACKHAMMER LLC
10/19/2005	2010	429	REDEMPTIO N	\$0	SHIVELY PROPERTIES LLC
7/19/2005	1997	369	TAX DEED	\$0	BROWN & SONS REALTY
10/12/2004	1956	540	CASH DEED	\$50,000	SHIVELY PROPERTIES LLC
6/21/2004	1941	289	CASH DEED	\$0	EDWARDS, WILLIAM T
10/15/1999	1776	691	REDEMPTIO N	\$0	W T PROPERTIES
7/13/1999	1768	425	ADJUDICATI	\$0	CITY OF MONROE
10/14/1996	1685	362	REDEMPTIO N	\$0	W T PROPERTIES
7/9/1996	1677	715	TAX DEED	\$0	MCCORMICK, GARY
9/19/1994	1626	272	CASH DEED	\$20,000	W T PROPERTIES, INC

Conveyance Book/Page:

1956/540 1997/369 2010/429 2225/619 2226/435 2525/63

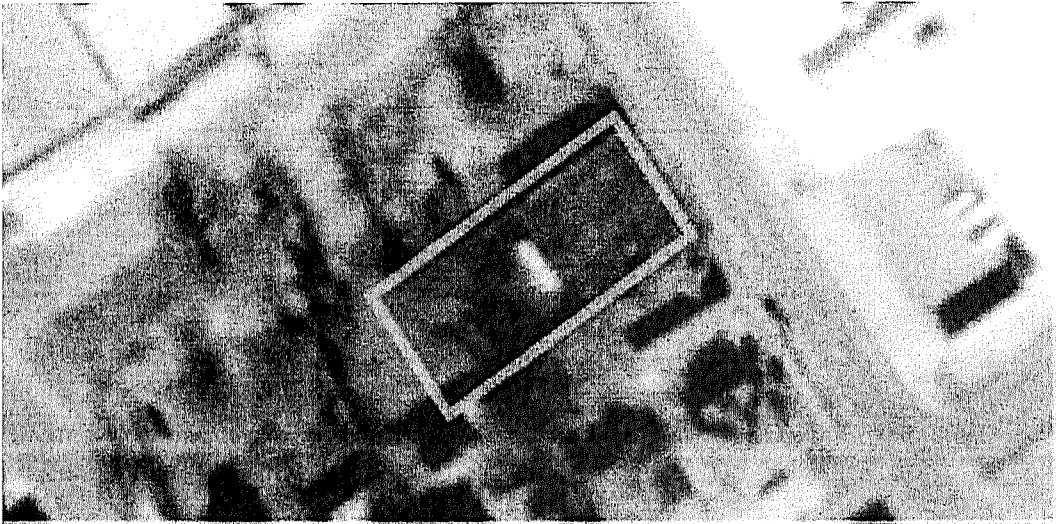
Details for Commercial Card 1:

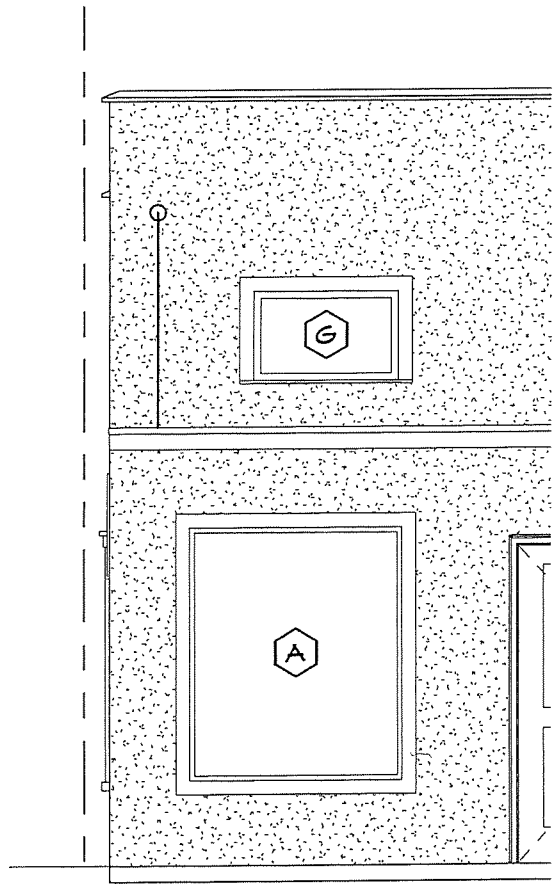
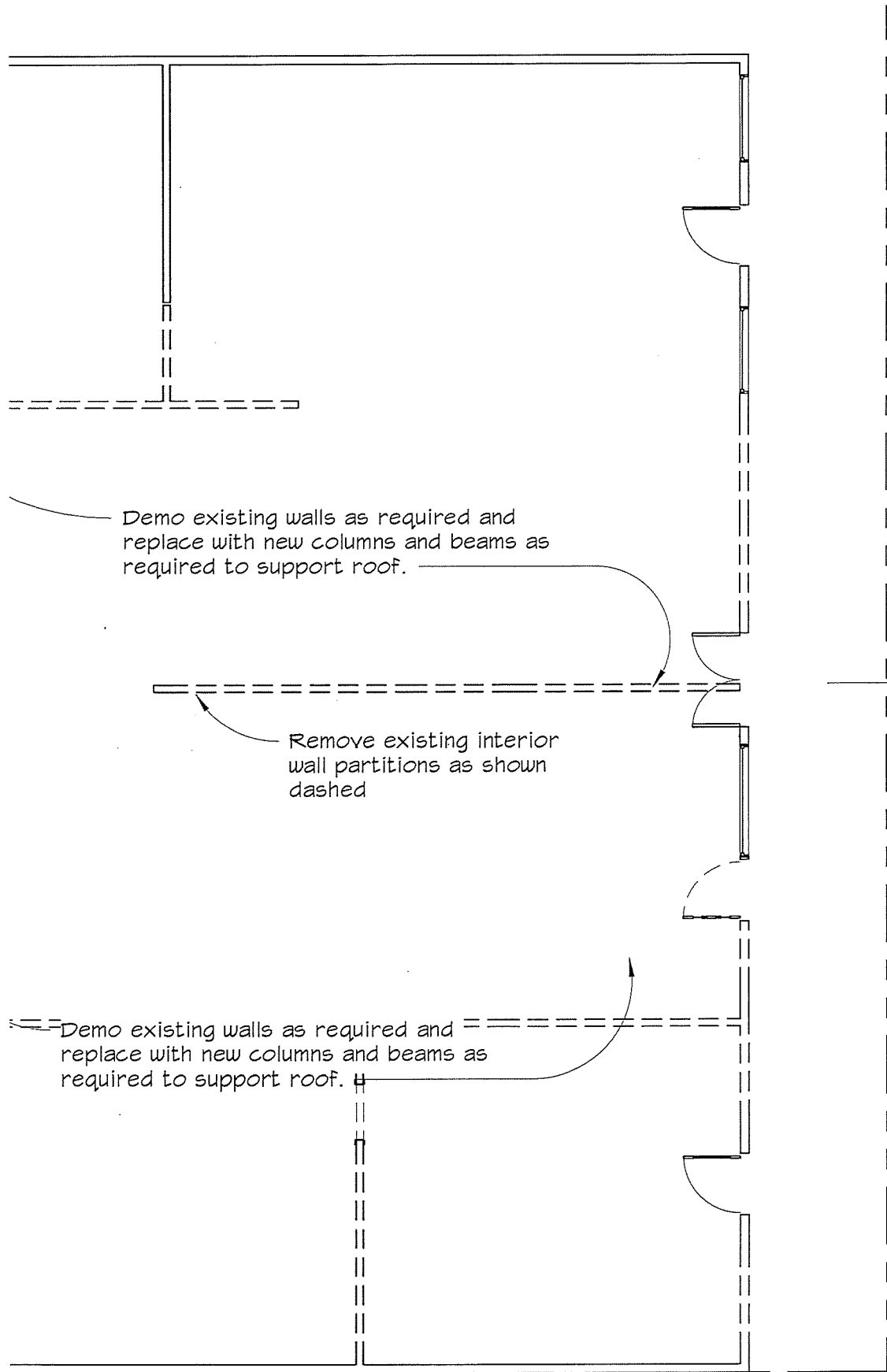
Business Name(s): EDWARDS AIR CONDITIONING	
Number of Units: 1	Total Floor Area: 0
Site Work: N/A	Floor Cover: N/A
Foundation: N/A	Ceilings: N/A
Floor Struct: N/A	Interior Finish: N/A
Struct. Frame: N/A	Insulation: N/A
Exterior Walls: BRI	Appliances: N/A
Ext. Wall Load: N/A	Plumbing: N/A
Roof Struct.: N/A	Electric: N/A
Roof Cover: N/A	Misc:

Building: 1

Age/YC	Condition	Effective Age	Stories	Grade
1945	N/A			
Avg. Floor Area:		Common Wall:		
Avg. Perimeter:		Total Floor Area: 0		
No. Floors:		Total Height:		
Avg. Floor Hgt:		Unit Multiplier:		
Occupancy		Heating/Cooling	Sprinkler	
Primary N/A		N/A	N/A	
Secondary N/A		N/A	N/A	

Map:



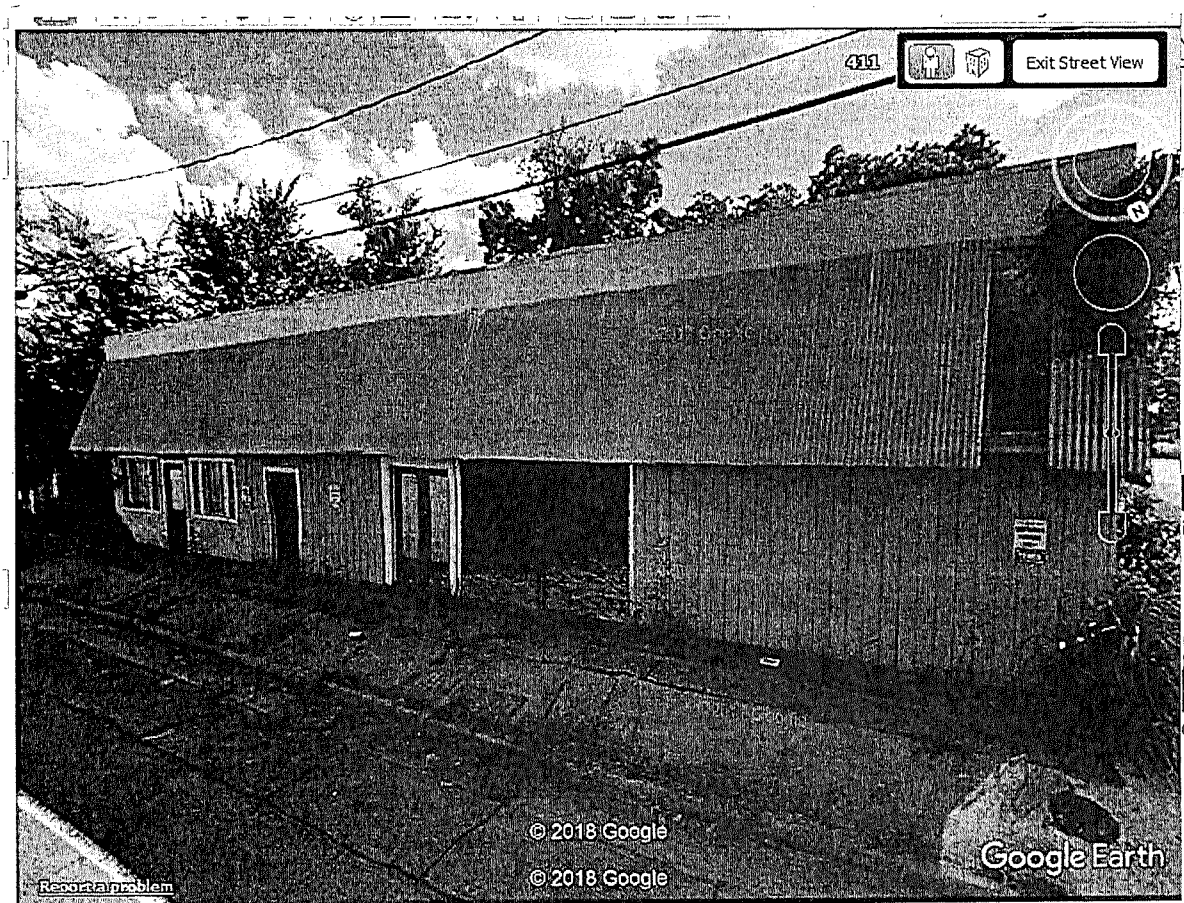


Demo Plan

Scale: 1/8" = 1'-0"

415 N 3rd Street Property Description & Photo of Building

LOT IN SQ 43 A G BREARD ADDNBEG 75 FT SO OF OLIVE ST &FRTG 82 FT ON W SIDE 3RD ST,DEPTH 159.5 FT.-ROM
BROWN & SONS REALTY-



Parcel: 49026
Assessment #: 49026

Ouachita Parish Report
Tax Year 2019
(Uncertified)

ID: 49026

Property Owner
Name: BACKHAMMER LLC

Property Information
Physical Address: 411 3RD ST (413 & 415) N

Mailing Address: 401 WALNUT ST
MONROE, LA 71201

Subdivision: BREARD, A G ADDITION

Type: (CI) Comm. Impr.

Block / Lot: 43 / N/A

S-T-R: 50-18-03

Tax Dist: (30) CITY OF MONROE

Size (Acres): 0.275

Millage Rate: 105.05

Restoration Tax
Abatement: No

Homestead Pct: 0.00

Special Assessment
Freeze: No

Extended Legal: LOT IN SQ 43 A G BREARD ADDNBEG 75 FT SO OF OLIVE ST &FRTG 82 FT ON W SIDE 3RD
ST,DEPTH 159.5 FT.-ROM BROWN & SONS REALTY-

Assessment Summary:

Description	Acres	Land Value	Bldg Value	Total Value	Land Assessed	Bldg Assessed	Total Assessed	Percent
STORES & COMMERCIAL BUILDINGS		\$0.00	\$7,397.00	\$7,397.00	\$0.00	\$1,110.00	\$1,110.00	15%
COMMERCIAL SUB. LOT (REC PLAT)	12008.000	\$18,012.00	\$0.00	\$18,012.00	\$1,801.00	\$0.00	\$1,801.00	10%
Totals:		\$18,012.00	\$7,397.00	\$25,409.00	\$1,801.00	\$1,110.00	\$2,911.00	

Special Assessments:

Assessment	Millage	Parish or City	Total Tax	Homestead Credit	Tax Amount
Assessment District	1.83	P	\$5.33	\$0.00	\$5.33
City School Bonds	8.00	P	\$23.29	\$0.00	\$23.29
City School Maintenance	27.63	P	\$80.43	\$0.00	\$80.43
Cooley Hospital	1.43	P	\$4.16	\$0.00	\$4.16
Correctional Center	9.20	P	\$26.78	\$0.00	\$26.78
Detention Home	2.90	P	\$8.44	\$0.00	\$8.44
Downtown Development District	0.00	P	\$0.00	\$0.00	\$0.00
General Fund - Inside	2.07	P	\$6.03	\$0.00	\$6.03
Health Unit	0.75	P	\$2.18	\$0.00	\$2.18
Law Enforcement	12.11	P	\$35.25	\$0.00	\$35.25
Levee District	3.00	P	\$8.73	\$0.00	\$8.73
Library Maintenance	7.64	P	\$22.24	\$0.00	\$22.24
Monroe City Maintenance	27.09	C	\$78.86	\$0.00	\$78.86
Mosquito Abatement District	1.40	P	\$4.08	\$0.00	\$4.08
Totals:			\$305.80	\$0.00	\$305.80

Homestead Credit: 0.00 Status: (AC) Active Note: Due to rounding errors, please contact the Tax Collector for the exact taxes owed.

Not a Legal Document.
Subject to terms and conditions.
www.actDataScout.com

Deed Transfers:

Date	Book	Page	Deed Type	Est. Sale	Grantee
10/11/2017	2525	63	CASH DEED	\$80,000	BACKHAMMER LLC
10/19/2005	2010	429	REDEMPTIO N	\$0	SHIVELY PROPERTIES LLC
7/19/2005	1997	369	TAX DEED	\$0	BROWN & SONS REALTY
10/12/2004	1956	540	CASH DEED	\$50,000	SHIVELY PROPERTIES LLC
6/21/2004	1941	289	CASH DEED	\$0	EDWARDS, WILLIAM T
10/15/1999	1776	691	REDEMPTIO N	\$0	W T PROPERTIES
7/13/1999	1768	425	ADJUDICATI	\$0	CITY OF MONROE
10/14/1996	1685	362	REDEMPTIO N	\$0	W T PROPERTIES
7/9/1996	1677	715	TAX DEED	\$0	MCCORMICK, GARY
9/19/1994	1626	272	CASH DEED	\$20,000	W T PROPERTIES, INC

Conveyance Book/Page:

1956/540 1997/369 2010/429 2225/619 2226/435 2525/63

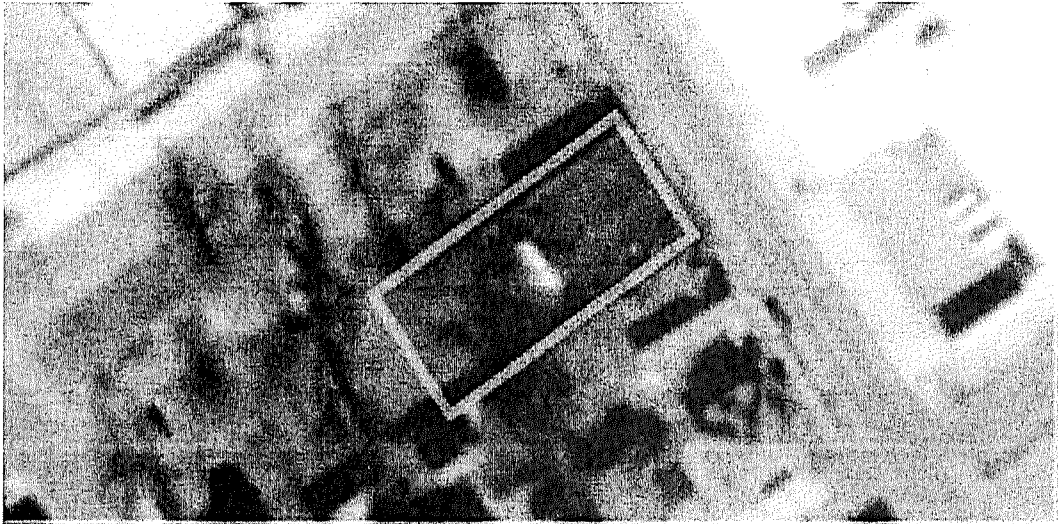
Details for Commercial Card 1:

Business Name(s): EDWARDS AIR CONDITIONING	
Number of Units: 1	Total Floor Area: 0
Site Work: N/A	Floor Cover: N/A
Foundation: N/A	Ceilings: N/A
Floor Struct: N/A	Interior Finish: N/A
Struct. Frame: N/A	Insulation: N/A
Exterior Walls: BRI	Appliances: N/A
Ext. Wall Load: N/A	Plumbing: N/A
Roof Struct.: N/A	Electric: N/A
Roof Cover: N/A	Misc:

Building: 1

Age/YC	Condition	Effective Age	Stories	Grade
1945	N/A			
Avg. Floor Area:		Common Wall:		
Avg. Perimeter:		Total Floor Area: 0		
No. Floors:		Total Height:		
Avg. Floor Hgt:		Unit Multiplier:		
Occupancy		Heating/Cooling	Sprinkler	
Primary N/A		N/A	N/A	
Secondary N/A		N/A	N/A	

Map:



Owner Names 415 N 3rd Street

Michael Echols (50 %)

1800 Riverside Drive

Monroe LA 71201

Mike Husted (50%)

2742 Point Drive

Monroe LA 71201

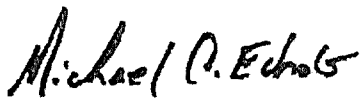
RESOLUTION OF THE BOARD OF DIRECTORS

OF North 3rd Street Properties LLC

Resolved, that the proposed 415 N 3rd Street Renovation between this North 3rd Street Properties LLC and the State of Louisiana, Monroe Downtown Economic Development District submitted to this meeting, is hereby accepted, and that Michael Echols, Managing Member, is hereby authorized to execute any and all documents pertaining to this tax abatement in the name and on behalf of the North 3rd Street Properties LLC.

I, Michael Echols do hereby certify that I am the duly elected and qualified Secretary and the keeper of the records and corporate seal of North 3rd Street Properties LLC, and that the above is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors thereof, convened and held in accordance with law and the Bylaws of said North 3rd Street Properties LLC on April 23, 2019, and that such resolution is now in full force.

IN WITNESS WHEREOF, I have affixed my name Secretary/Managing Member, this 23rd day of April 2019.



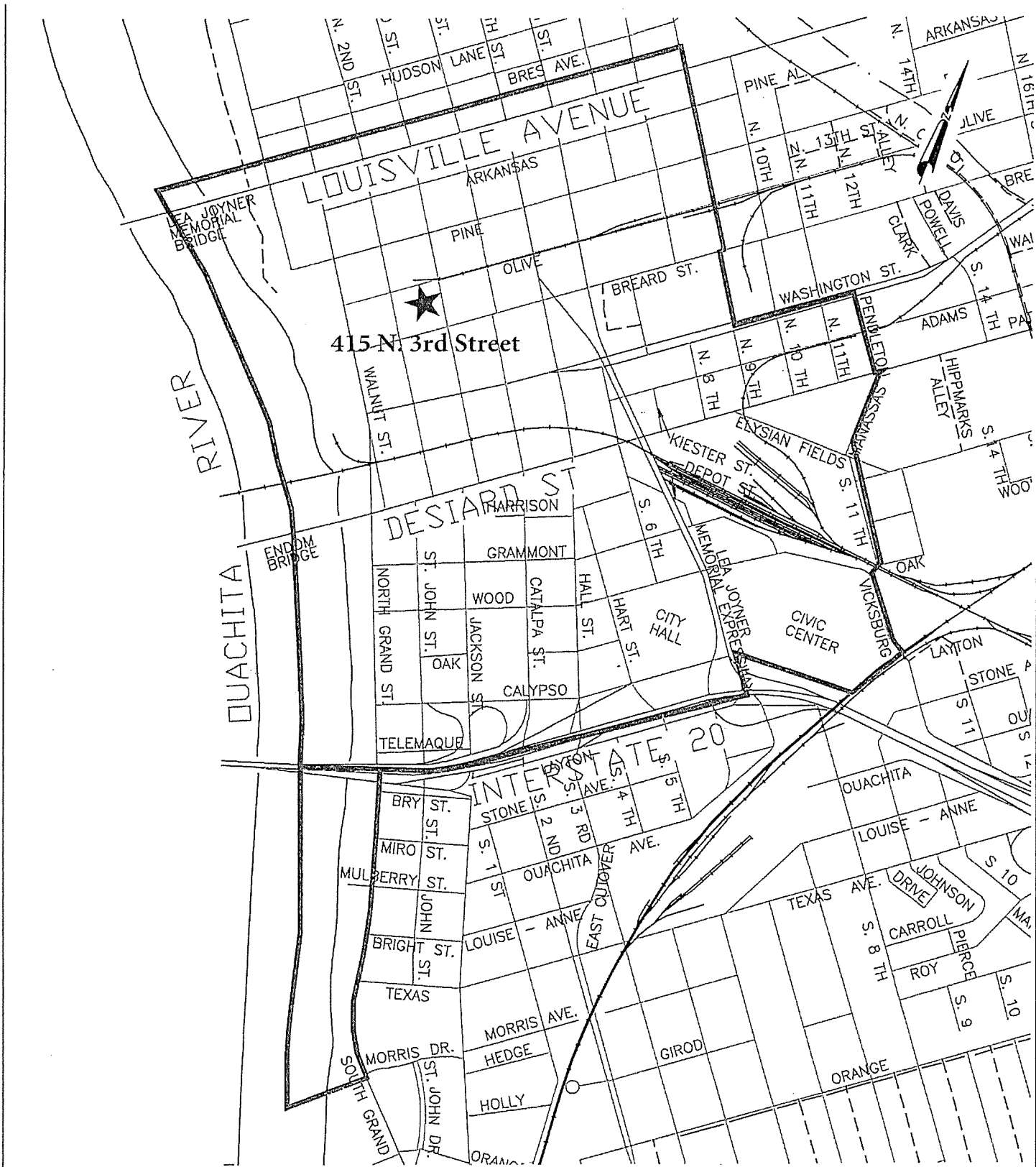
Michael C. Echols
Managing Member



Mike Husted
Member

Michael Echols (50 %)
1800 Riverside Drive
Monroe LA 71201

Mike Husted (50%)
2742 Point Drive
Monroe LA 71201



ENGINEERING DEPARTMENT CITY OF MONROE		
DATE: 8-15-03	DOWNTOWN ECONOMIC DEVELOPMENT DISTRICT MONROE, LOUISIANA	DRAWN BY: SLS
SCALE: 1"= 1000'		ACAD:
DESIGNED BY:		1 OF 1

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE

NO._____

The following Ordinance was introduced by Mr./Ms. _____
who moved for its adoption and was seconded by Mr./Ms. _____:

A RESOLUTION AUTHORIZING MAYOR JAMES E. MAYO TO ENTER INTO AN AGREEMENT WITH THE PICARD GROUP IN ASSOCIATION WITH THE MONROE CHAMBER OF COMMERCE AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, pursuant to the terms of the attached Agreement between the City of Monroe, The Picard Group and the Monroe Chamber of Commerce for the services outlined therein, the City desires to enter into the attached Agreement, which will benefit the City in developing and implementing plans to assist the local government with transportation and infrastructure improvements.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that we do hereby authorize Mayor James E. Mayo to enter into the attached agreement between The Picard Group and the Monroe Chamber of Commerce pursuant to the terms and conditions of the proposed agreement, a copy of which is attached hereto and made a part hereof.

This Resolution having been submitted in writing, introduced and was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of _____, 2020.

CHAIRMAN

CITY CLERK

**Agreement for Consulting Services Between
The City of Monroe
And
The Picard Group
In Cooperation with the Monroe Chamber of Commerce**

This Agreement, effective this _____ day of _____ 2020, by and between the **City of Monroe**, herein represented by James E. Mayo, Mayor, hereinafter referred to as the **CITY**, and **The Picard Group (CONTRACTOR)**, herein represented by Tyron Picard, in cooperation with the **Monroe Chamber of Commerce (CHAMBER)**, herein represented by Sue Nicholson, President and CEO.

Whereas, the **CITY** desires support services that promote improvement in the economy and in the quality of life for the citizens of Monroe;

Whereas, **CONTRACTOR** has a record of forecasting, strategizing, developing and implementing plans to assist local government with legislative platforms to advocate for providing the opportunity and means to promote local projects which will enhance the quality of life in the local community through **CONTRACTOR'S** advocacy work in transportation and infrastructure improvements;

Whereas, the **CITY** desires to receive continued support for the services and programs, outlined on the Scope of Work attached hereto as Exhibit "A" and as set forth below.

I. The **CONTRACTOR** agrees to provide the following services with an action plan and yearly activity calendar for review and revision by the Mayor in cooperation with the **CHAMBER** to wit:

A. FEDERAL GOVERNMENT ADVOCACY

- a. To provide consulting services and appropriate representation to the **CITY** as to matters involving federal grant information, federal regulatory guidance, grant application endeavors and general consultation on legislative matters of interest to the **CITY**.
- b. Preparation of written report concerning activities by **CONTRACTOR** on behalf of the **CITY** and the **CHAMBER**.

II. The term of this agreement is for the period beginning the 1st day of July, 2020 and ending the 30th day of June, 2021. Upon mutual consent, the agreement may be extended for an additional one-year period beginning the 1st day of July, 2021 and ending the 30th day of June, 2022.

III. The **CITY** agrees to the following:

A. To pay **CONTRACTOR** the following annual amounts:

Sixty Thousand and no/100 Dollars (\$60,000) per year to be paid following approval of this agreement.

B. The **CHAMBER** will pay an additional Ten Thousand and no/100 Dollars (\$10,000) per year to be paid following approval of this agreement.

IV. This Agreement may be terminated under any or all of the following conditions:

- A. By written mutual agreement and consent of the parties hereto;
- B. If the City does not appropriate or otherwise receive funds sufficient to continue the services set forth in this Agreement, the City may unilaterally terminate this Agreement. The City will make every effort to give the Contractor thirty (30) days written notice prior to termination. In the event of termination due to a lack

of appropriations, City will pay for the services provided by Contractor prior to the effective date of termination.

THUS DONE AND SIGNED, this _____ day of _____, 2020.

WITNESSES:

CITY OF MONROE

By: James E. Mayo, Mayor

THUS DONE AND SIGNED, this _____ day of _____, 2020.

WITNESSES:

MONROE CHAMBER OF COMMERCE

By: Sue Nicholson, President/CEO

THUS DONE AND SIGNED, this _____ day of _____, 2020.

WITNESSES:

THE PICARD GROUP

By: Tyrone Picard, Principal

Picard Group

SCOPE OF WORK

The Picard Group will promote and preserve the City of Monroe through Federal Legislative Advocacy by:

1. Agenda Development

A highly critical element is the development and implementation of Monroe's legislative platform with clearly established priorities. Given Monroe's size and unique needs, we will need to develop positions on critical issues and, in addition, to identify federal funding opportunities to address your needs. TPG works with our local government clients to help develop the process for preparing the platform for Council approval. The process involves meeting with City officials and elected to receive updates on issues the City is grappling with on a daily basis in its interaction with the federal government. At the same time, TPG shares with these officials issues that are percolating at the federal level that could be of interest or concern. In a collaborative process, the legislative platform is developed to incorporate each of these issues. The platform also serves as a useful tool for evaluating the advocacy efforts at the end of the year and provides a template for the annual report. TPG would use this same approach if retained.

2. Communication with Relevant Policy Makers

A large part of our success is due to maintaining constant communication with relevant Members and staff. We provide and disseminate information without waiting to be asked. Because each partner and associate has significant Hill experience, we anticipate the needs of Members of Congress and their staffs and provide draft hearing questions, draft letters, draft statements, and press releases when we are seeking their support. We do not just focus on those Members and officials who directly impact our clients' activities; we also broaden our contacts so that our clients' names and reputations are enhanced as broadly as possible. Our proactive approach leads to positive results for our clients.

We stay in constant communication with our contacts at federal agencies, just as we do with Members and staff on the Hill. We believe this is critical in order to not only respond to policy proposals, but to shape them as well. This communication is critical because by the time a new policy initiative is announced, a new bill is introduced, or a proposed regulation published; opportunities for change or amendment are already lessened. We work with officials at the agencies, staff and Members on Capitol Hill and with other advocacy organizations not just to respond to developments, but to anticipate them and, where possible, present our clients' viewpoints in time to shape announcements before they are made.

EXHIBIT "A"

Picard Group

3. Communication with the City

Creation of an efficient communications system between the City of Monroe and TPG; this includes written and verbal communications with the City Council and City staff. TPG strongly endorses regular and comprehensive communications with our clients. We encourage regular, weekly calls at a minimum and generally find that communication occurs on a daily basis. It has been our practice that scheduled communications also provide a forum for regular exchange of information on on-going activities and for immediate feedback on Monroe's agenda items. We will provide written monthly reports for the City staff to facilitate increased accountability and communication.

4. Agenda Implementation

A key to successful advocacy is to ensure the proper structure and timing of requests. Congressional offices are deluged with requests for assistance, and with proposals for policy initiatives seeking their support. It is a truism on Capitol Hill that staff and Members have time to do only one thing for every ten requests they receive, and similar challenges exist in the Executive Branch. We will work closely with Monroe to advise you on the proper timing of requests – ensuring that they are not “set aside” until they are relevant to the current schedule, and possibly forgotten. We also provide our clients with advice on the structure of requests, tailoring them to the requirements and legislative priorities of individual offices and agencies. In many cases, we ourselves have held the jobs of the staff with whom we are communicating. Our goal is to make it as easy as possible for policymakers and their staffs to say “yes” to our clients. We have a well-deserved reputation in Capitol Hill offices and Executive Branch agencies for working with them effectively and to mutual benefit, a reputation we bring to bear in the service we provide our clients.

5. Client Profile and Visibility

A final key to successful advocacy is maintaining and using Monroe's profile with key Congressional offices and Administration officials. We recognize that Monroe has established relationships with the Louisiana delegation; our goal would be to build on those relationships and use them effectively to accomplish Monroe's agenda. TPG will work to leverage Monroe's relationships with its delegation to achieve results. This can best be accomplished with the presence of local officials in D.C. to “walk the halls.” While we have close, long-established relations with many of these offices, there is no substitute for constituent presence. We would therefore schedule well-timed D.C. visits throughout the year consistent with the Congressional schedule, in addition to the annual legislative conferences City officials may attend.

Picard Group

6. Understanding of the City of Monroe Issues

The Picard Group possess the skills and experience required for successful implementation of the City of Monroe's Federal Legislative Agenda. The firm has particular expertise with securing funding for municipalities, particularly for inner city needs and issues, as well as tracking, securing and aggressively pushing through the bureaucratic grant funding process for specific projects within a local government's community.

7. Assist with Funding Opportunities

We assist local governments with the Federal grant process by identifying grant opportunities. We are available to consult during preparation of a grant application and to design and implement "follow up strategies." We will work to identify opportunities beyond the standard legislative appropriations and formula request process. Early identification of federal grant opportunities will be important – especially in the case of competitive grants – as more entities seek federal funding. Our team will continue to facilitate relationships with various agencies in an effort to secure greater levels of federal support for the City. Finally, we will seek to develop new ways to involve Monroe with existing federal programs.

With the demise of earmarks, our firm has successfully drawn on its previous experience and past history of working with the agencies and authorizing committees to position its clients for successful grant competition. Although our Members of Congress will not be making specific project requests, in the near future, we will work with them on programmatic requests. We will work with our Members through the budget and appropriations process to support adequate funding in particular agency accounts important to Monroe.

RESOLUTION

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

The following Resolution was offered by Mr./Mrs. _____ who moved for its adoption and was seconded by Mr./Mrs. _____:

A RESOLUTION APPROVING THE EXECUTION OF A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE STATE OF LOUISIANA, DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, FOR THE FISCAL YEAR ENDING JUNE 30, 2021, RELATIVE TO MOWING AND LITTER PICKUP WITHIN THE LIMITS OF THE CITY OF MONROE, AND FURTHER PROVIDING WITH RESPECT THERETO

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the Maintenance Agreement by and between the City of Monroe and the State of Louisiana, Department of Transportation and Development for the fiscal year ending June 30, 2021, relative to mowing and litter pickup within the boundaries of the City of Monroe, a copy of which is attached hereto and made a part hereof, be and the same is hereby approved.

This Resolution having been submitted in writing, introduced and published, was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the ____ day of June 2020.

CHAIRMAN

CITY CLERK

**MAINTENANCE AGREEMENT
INCLUDING MOWING AND LITTER PICKUP**

FOR THE FISCAL YEAR ENDING JUNE 30, 2021

BETWEEN

CITY OF MONROE

AND

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
OFFICE OF ENGINEERING**

AGREEMENT

This **AGREEMENT**, ("Agreement") is made and entered into this _____ day of _____, 2020, by and between the **STATE OF LOUISIANA**, through the Department of Transportation and Development, hereinafter referred to as ("**DOTD**"), represented herein by its Secretary or his duly authorized designee, and the **City of Monroe**, hereinafter referred to as ("**Municipality**"), appearing herein through its Mayor, **James E. Mayo**, duly authorized.

WITNESSETH:

WHEREAS, pursuant to the provisions of LSA-R.S. 48:193, **DOTD** is directed to repair and to keep in operating condition, at its sole cost and expense, all municipal roads and streets within the State Highway System as it is defined in LSA- R.S. 48:191, hereinafter sometimes referred to as the "State Highway System" or "State Roadway"; and

WHEREAS, further, LSA-R.S. 48:193 authorizes municipalities to request that the repair and maintenance of said State Roadways located within their respective municipalities be performed by the municipality, at the State's expense; and

WHEREAS, **DOTD** lacks sufficient personnel and equipment to perform mowing and litter collection on a routine and continuing basis and wishes to enter into an agreement with the **Municipality** to perform maintenance directly related to mowing and litter collection on the State Roadways located within the City of Monroe; and

NOW, THEREFORE, it is hereby agreed between **DOTD** and **Municipality**:

ARTICLE I: Covered Roadways:

This Agreement applies only to those State Roadways identified on the List of Routes for Maintenance Agreement shown on Exhibit "A", a copy of which is appended hereto and made a part hereof by reference. These State Roadways are collectively referred to as "State Roadways" and, for purposes of this Agreement, the term "State Roadway" shall include all rights of ways and roadway shoulders associated with the State Roadways.

ARTICLE II. Mowing Litter and Trash Collection

The **Municipality** shall conduct its operation in a manner such that the safety and convenience of the public shall be regarded as a priority. All equipment and traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices. The **DOTD** reserves the right to stop the **Municipality** from working or order any piece of equipment removed from the roadway or right of way should it be determined that the minimum safety standards are not being met.

Prior to beginning a litter collection or mowing cycle the **Municipality** shall contact the **DOTD** District Office or the Parish Maintenance Office advising them of the starting date.

The Municipality will be required to report daily work activities on the form provided (Exhibit "B" attached) and shall include the work completed (mowing) and litter amount in cubic yards collected each day for the duration of the cycle or period of time that the work is being performed.

Completed Forms shall be maintained by the municipality and shall be submitted to the DOTD district contact with the semi-annual invoice for covered time period.

Failure to turn in the Completed Form with the semi-annual invoice will delay payment until the required Daily Work Reports are submitted.

The **Municipality** shall pick up and properly dispose of all trash and debris located on the State Roadways prior to conducting mowing operations. Litter and trash collection shall precede the mowing operation by no more than 24 hours. The

Municipality shall perform litter and debris pick-up on all grass and vegetative areas, ditches, paved roadside shoulders and areas beneath overhead bridges and roadways.

All litter, trash and debris uncovered by the mowing operation shall be picked up within 48 hours of the mowing operation. All litter, trash and debris shall be collected and piled or bagged off of the travel lanes and paved shoulders of the State Roadways and must be removed from the right-of-ways by the close of business the same workday that it is collected. **Municipality** shall provide, at its own expense, all equipment necessary to perform the duties provided for in this Agreement, including but not limited to, all trash bags, mowing and trimming equipment and herbicide applicators.

Municipality shall record and document the amount of litter collected and report these amounts to the appropriate DOTD District Engineer at the time invoices are submitted for payment.

For purposes of this agreement litter, trash and debris shall mean all trash, debris, litter, junk, rubbish, paper, cardboard, glass, cans, discarded items, garbage, old tires, treads, dead trees, wood materials, concrete, etc. The Municipality will not be required to pick up every isolated cigarette butt, chip of glass or similar small objects.

The **Municipality** shall mow grass and cut or otherwise control mowable vegetation along ditches, around signs, guardrails and bridge ends, trim overhanging grass along curbs, and remove litter and debris within the designated, dedicated or apparent right of way. For purposes of this Agreement, Mowable vegetation is defined as any trees, vegetation, brush, etc., that is two inches in diameter or less measured five inches above the ground. Mowing and litter removal shall be accomplished a minimum of four (4) times per year. The dates of the mowing operations shall be set forth on the Mowing Plan submitted by Municipality to Roadside Development Coordinator assigned to the DOTD District where the mowing operations are to take place.

Natural stands or planted stands of wildflowers shall not be cut until after seed heads have formed unless, in the opinion of **DOTD** District Administrator, the flowers are causing a traffic hazard or have a very undesirable appearance.

If, during the term of this Agreement, **DOTD** alters or makes repairs to State Roadways covered by this Agreement, **DOTD** will initiate contact with the **Municipality** to revise mowing and litter pick-up practices for the applicable State Roadway.

The **Municipality** shall be responsible for payments to its employees and contractors who perform work pursuant to this Agreement and shall be responsible for payroll taxes and benefits due each employee who is assigned to work pursuant to this Agreement.

Nothing herein is intended to create a statutory employer relationship between **DOTD** and the employees or contractors of the **Municipality**.

ARTICLE III: Use of Herbicide/Chemicals in Mowing Operations

The **Municipality** may utilize Vegetation Management Plans involving the use of herbicides/chemicals by the **Municipality**, provided that the **Municipality** obtains written approval from the **DOTD** District Administrator. The **Municipality** may elect to enter into a contract with third parties to administer herbicides. The following conditions shall apply to all Vegetation Management Plans involving the use of herbicides/chemicals whether performed by the **Municipality** or its contractor:

All liability arising from the use or misuse herbicides/chemicals pursuant to this Agreement shall be the responsibility of the **Municipality** and, when applicable, the **Municipality's** contractor making said chemical applications.

Municipality shall notify **DOTD** of its intention to apply chemicals for growth retarding purposes. Said notification shall be in writing and shall be included in the **Municipality's** Roadside Management Plan. The Roadside Management Plan shall

include projected mowing and spraying schedules for the yearly contract. All herbicide applicators must possess a Category 6 Pesticide Applicators license obtained through the Louisiana Department of Agriculture and Forestry. A copy of licenses shall be included in the **Municipality's** Management Plan if the work is to be performed by **Municipality** employees. If herbicide/chemical application will be performed by **Municipality's** contractor, proof of insurance and required Louisiana licensing procedures shall be followed. The **DOTD** reserves the right to inspect and approve all forms of application equipment when making herbicide/chemical applications to **DOTD** Roadways and rights of ways.

All herbicide/chemical applications performed from the traveling roadway shall be performed in accordance with **DOTD's** "Safety Policy and Procedure Manual". This shall include, but is not limited to, the use of arrow boards and crash attenuators when applications are made from the inside lane or fast-moving lane on divided highways. The **DOTD** reserves the right to approve all herbicides/chemicals used in herbicide/chemical treatments to **DOTD** rights of ways. A list of herbicides/chemicals and the quantities to be used are contained in the **DOTD** Policy for Roadside Management. The **DOTD** reserves the right to disallow the use of Integrated Roadside Management practices in sensitive areas or sites or sites deemed by **DOTD** as unsuitable for such practices.

The **Municipality** or its contractor shall consult with the **DOTD** Roadside Development Coordinator, on an annual basis, to verify whether any of these conditions exist.

The maximum number of generalized herbicide applications, shall be limited to two (2) per growing season.

The maximum number of generalized seed-head suppression applications shall be limited to two (2) per growing season.

A combination of the above two types of spraying maybe allowed, but no more than two in any given growing season.

Further, there shall be a contract mowing cycle interspersed between any two herbicide applications.

Spot Treatments:

Spot treatments for weed control shall be allowed. Products used for spot treatments shall have no injurious effects to the predominant turf grass. Chemical control of grasses and weeds around signs, guardrails, light standards, revetments and bridge ends will be allowed. The Municipality shall obtain prior approval from the District

Roadside Development Coordinator for the chemicals used by the **Municipality** for spot treatments.

All concerns or questions relating to the use of herbicides shall be directed to the **DOTD** District Administrator.

ARTICLE IV: Reimbursement

DOTD will reimburse the **Municipality** on a semi-annual basis for work performed pursuant to this Agreement. The documentation required in Article II shall be submitted with each invoice. Payment will be withheld until the documentation is submitted and approved by **DOTD**.

ARTICLE V: Payments

Municipality shall be reimbursed by **DOTD** the amount of:

Eight Hundred Seventy Five and 00/100 Dollars, (\$875.00) per cycle, per mile for Interstate Roadways,

Five Hundred and 00/100 Dollars, (\$500.00) per cycle, per mile for divided State Roadways,

Two Hundred Fifty and 00/100 Dollars (\$250.00) per cycle, per mile for undivided State Roadways

All such payments shall be for work performed under the provisions of Article II - Litter and Trash Collection of this Agreement.

The total mileage to be maintained by the **Municipality** pursuant to this Agreement and for which the **Municipality** is entitled to reimbursement by **DOTD** is:

8.00 miles, Interstate Roadways,
9.82 miles, divided State Roadways,
24.15 miles, undivided State Roadways
41.97 miles total

The total maximum amount for which the **Municipality** may claim reimbursement is **SEVENTY ONE THOUSAND SEVEN HUNDRED NINETY AND 00/100 DOLLARS, (\$71,790.00)**.

It is understood and agreed that the rates per cycle, per mile at which the **Municipality** is to be reimbursed are without regard to the type of wearing surface of

the traffic lanes or other features of the State and Interstate Roadways covered by this Agreement.

ARTICLE VI: Substandard Performance

If, in the opinion of the **DOTD** District Administrator, the **Municipality** has failed to properly fulfill its obligation with respect to any or all State Roadways covered by this Agreement, and after the **Municipality** has been notified in writing and given adequate opportunity to correct the condition, the **Municipality** has failed or refuses to correct said problem, the **DOTD's** District Administrator may order the **DOTD** maintenance forces to perform such work as, in his or her opinion, is necessary for the proper maintenance of the State Roadways and the **DOTD** may deduct the cost thereof from any monies due or that become due to **Municipality**.

ARTICLE VII: Indemnification

The **Municipality** shall defend, indemnify, save and hold harmless the State of Louisiana, through the Department of Transportation and Development, its offices, agents, servants and employees, including volunteers, from and against any and all claims, demands, suits, judgments of sums of money, attorneys' fees, court costs, expense and liability, to any party or third person, including, but not limited to, amounts for or arising out of injury or death to any person for loss of life, injury, damage, loss or destruction of any property, or damages for tort or breach of contract or any other basis of liability growing out of, resulting from, or by reason or any act, omission, operation or work of the **Municipality**, its agents, contractors, servants and employees, or on account of negligence in safeguarding the work or through use of unacceptable materials in maintaining the work, or because of any negligent act, omission or misconduct of the municipality, or because of claims or amount recovered from infringement of patent, trademark or copy right, or from claims or amounts arising or recovered under Worker's Compensation Act, or other law, ordinance, order or decree, or any and all costs, expense and/or attorneys' fees incurred by the municipality or **DOTD** as a result of any claims, demands, and/or causes of action while engaged upon or in connection with the performance of this Agreement by the **Municipality** or its contractors, employees, agents and assigns under this Agreement, except for those claims, demands, and/or causes of action arising out of the sole negligence of the Department or its agents, representatives and/or employees. The **Municipality** agrees to investigate, handle, respond to, provide defense for and defend, any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if such claim, demand or suit is groundless, false or fraudulent.

ARTICLE VIII: Funding Contingency

The continuation of this Agreement is contingent upon the appropriation of funds by the Louisiana State Legislature to the **DOTD** to fulfill the requirements of this Agreement. If the Legislature fails to appropriate sufficient monies to provide the continuation of this Agreement, or if such appropriation is reduced by veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement, this Agreement shall be reduced or terminate on the date said funds are no longer available.

ARTICLE IX: Limitation On Use of State Funds

The **Municipality** agrees to use the funds provided by the State through **DOTD** only for the services authorized in this Agreement and in accordance with constitutional and statutory restrictions on the use of State funds for public purposes.

ARTICLE X: Term and Cancellation

This Agreement shall begin on **July 1, 2020**, and shall end on **June 30, 2021**, but may be terminated earlier under any or all of the following conditions:

By mutual agreement and consent of the parties hereto.

By the **DOTD** as a consequence of the failure of the **Municipality** to comply with the terms or quality of work in a satisfactory manner.

By either party upon failure of the other party to fulfill its obligations as set forth in this Agreement.

By either party giving thirty (30) days written notice to the other party.

By the **DOTD** upon withdrawal or reduction of funding by the Louisiana Legislature or by any other lawful manner.

By either party as the result of an Act of God that prohibits performance, by either party, of duties proscribed in this Agreement.

If termination is made under condition four (4), above, after work has begun, the **Municipality** will be paid for all services rendered to date of termination.

DOTD may, at its option, suspend the services performed pursuant to this Agreement, without penalty of any kind, and without terminating the Agreement. Should the **DOTD** desire to exercise this right of suspension, it may do so by providing the **Municipality** with prior written notice of its intent to suspend the Agreement, thirty (30) days in advance of the effective date of suspension. The Agreement may be reinstated and resumed in full force and effect by **DOTD** by providing the **Municipality** with sixty (60) days written notice to that effect.

ARTICLE XI: Claims for Liens

The **Municipality** shall hold the **DOTD** harmless from any and all claims for liens for labor, services or materials furnished to the **Municipality** in connection with the performance of his obligations under this Agreement.

ARTICLE XII: Compliance With Laws

The **Municipality** agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the **Municipality** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

ARTICLE XIII: Agreement Modifications

Any changes or modifications to the terms of this Agreement must be made by a fully executed Supplemental Agreement.

ARTICLE XIV: Disputes

Any dispute concerning a question of fact in connection with the work not disposed of by this Agreement or by agreement of the parties shall be referred to the **DOTD's** Secretary or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this Agreement.

ARTICLE XV: Record Keeping, Reporting and Audits

The **Municipality** shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this project and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this

Agreement, for inspection by the **DOTD** Audit Control Section, the Legislative Auditor, and/or the Office of the Governor, Division of Administration Auditors under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

ARTICLE XVI: Covenant Against Contingent Fees

The **Municipality** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **Municipality** to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Municipality**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

The **DOTD** shall have the right to annul this Agreement without liability or, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee if the **Municipality** breaches or violates this warranty.

No member of or delegate to Congress or resident commissioner shall be entitled to any share or part of this Agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to a contract if made with a corporation for its general benefit.

ARTICLE XVII: Subletting, Assignment or Transfer

The **Municipality** shall not subcontract any of his duties or responsibilities under this Agreement without the express written consent of **DOTD**.

The **Municipality** shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the **DOTD**, provided however, that claims for money due or to become due to the **Municipality** from **DOTD** may be assigned to a bank, trust company, or other financial institution without prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the **DOTD**.

ARTICLE XVIII: Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, thereunto duly authorized as of the day and year first above written.

THUS DONE AND SIGNED at _____, Louisiana, this _____ day of _____, 2020.

WITNESSES:

CITY OF MONROE

BY: _____
(Signed Name)

(Printed Name)

Tax ID. # _____

THUS DONE AND SIGNED at Monroe, Louisiana, this _____ day of _____, 2020.

WITNESSES:

STATE OF LOUISIANA - DOTD

BY: _____
T. MARSHALL HILL, P.E., P.L.S.
DISTRICT ENGINEER ADMINISTRATOR

EXHIBIT "A"

CITY OF MONROE
ROAD DESCRIPTION

<u>ROUTE NAME</u>	<u>INTERSTATE ROUTE</u>
I-20 (From Western City Limits at Ouachita River to east end of elevated section)	0.87 Miles
I-20 (From east and elevated section to Garrett Road)	2.93 Miles
I-20 (From Garrett Road to Bennett Bayou)	3.27 Miles
I-20 (From Bennett Bayou to east end of EB On-Ramp at Milhaven)	0.93 Miles
TOTAL INTERSTATE MILES: 8.00	

<u>ROUTE NAME</u>	<u>DIVIDED ROUTE</u>
US 165 Bus. (From beg. Divided roadway to north end bridge over Union Pacific RR)	0.72 Miles
LA 15 (From beg. Divided roadway to end divided roadway – 15 Mi. West of JCT. US 165 Bypass)	0.27 Miles
LA 15 (From beg. Divided roadway at Orange Street to beg. One-Way Couplet at Texas Avenue)	0.28 Miles
US 165 (Southern City Limits 0.4 Mi. south of LA 15 to LA 553)	7.45 Miles
US 165 (From LA 553 to Centurytel Blvd.)	0.53 Miles
US 165 (From Centurytel Blvd. to Ouachita Christian School)	0.57 Miles
TOTAL DIVIDED MILES: 9.82	

<u>ROUTE NAME</u>	<u>UNDIVIDED ROUTE</u>
US 80 (Western City Limits to Eastern City Limits)	4.10 Miles
US 165 Bus. (From South City Limits to begin divided roadway on Ouachita Ave.)	3.10 Miles
US 165 Bus, (North couplet from north end bridge over Union Pacific RR)	0.31 Miles
US 165 Bus. (South couplet from north end bridge over Union Pacific RR)	0.32 Miles
LA 15 (From South City Limits at Rose Street to divided roadway)	0.05 Miles
LA 15 (From end divided roadway to begin divided roadway at Orange Street)	1.55 Miles
LA 15 (North couplet from Texas Avenue to JCT. US 165 at Ouachita Avenue)	0.16 Miles
LA 15 (South couplet from Texas Avenue to JCT. US 165 at Ouachita Avenue)	0.13 Miles
LA 594 (From JCT. LA 15 eastward to Eastern City Limits)	3.62 Miles
LA 840-6 (From US 80 north to old Forsythe Avenue)	3.08 Miles
LA 840-6 (From old Forsythe Avenue to JCT. US 165)	0.85 Miles
LA 3275 (From JCT. US 165 south to JCT. US 80)	0.35 Miles
I-20 (Garrett Road Frontage Road)	2.20 Miles
US 165 (Frontage Roads)	4.33 Miles

TOTAL UNDIVIDED MILES: 24.15

TOTAL MILES: 41.97

EXHIBIT "B"

Municipality _____ Fiscal Year _____

SRM No. _____

Date from: _____ Date to: _____

The Municipality will be required to report daily work activities on the form provided (Exhibit 'B' attached). The completed work shall include the Mowing and Litter amounts in cubic yards, collected each day for the duration of the cycle or period of time that the work is being performed. Completed form shall be maintained by the municipality and shall be submitted to the DOTD district contact with the semi-annual reports.

[illegible]

Signed by: _____

Printed Name: _____

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

The following Resolution was introduced by Mr./Ms. _____
who moved for its adoption and was seconded by Mr./Ms. _____:

A RESOLUTION AUTHORIZING MAYOR JAMES E. MAYO TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH LAND 3 ARCHITECT INC. FOR THE STORM DAMAGE REPAIRS TO THE CITY'S PROPERTY CURRENTLY BEING OCCUPIED BY THE DEPARTMENT OF MOTOR VEHICLES AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, on April 12, 2020, inclement weather, severe thunderstorms, and at least one confirmed tornado struck the City of Monroe causing severe property damage in the City of Monroe;

WHEREAS, as a result of the April 12, 2020 weather, the City of Monroe's property, particularly the building occupied by the Louisiana Department of Motor Vehicles, sustained damage;

WHEREAS, the City of Monroe needs to repair the building occupied by the Louisiana Department of Motor Vehicles located at 5171 Northeast Drive; and

WHEREAS, the firm of Land 3 Architect Inc, has the requisite expertise and experience to provide the services needed.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe that James E. Mayo, Mayor, is hereby authorized to enter into the attached Agreement between the City of Monroe and Land 3 Architect Inc.

This Resolution having been submitted in writing, introduced and was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the ____ day of _____, 2020.

CHAIRMAN

CITY CLERK

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Twenty
(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 MONROE
Post Office Box 123
Monroe, Louisiana 71210-0123

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

LAND 3 ARCHITECT INC.
1900 Stubbs Avenue, Suite A
Monroe, Louisiana 71201-5751

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

STORM DAMAGE REPAIRS TO
THE DEPARTMENT OF MOTOR VEHICLES BUILDING
5171 Northeast Drive
Monroe, Louisiana 71203-6112

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.

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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.)

Museum building repairs due to tornado damage.

§ 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.)

§ 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.)

Unknown at time of execution of the contract.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

2020

.3 Substantial Completion date or dates:

2020

.4 Other milestone dates:

§ 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.)

Competitive bid or proposals.

§ 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.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-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.)

Ron Phillips
Monroe Airport Director

§ 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.)

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

.1 Geotechnical Engineer:

N/A. (Not Applicable)

.2 Civil Engineer:

N/A

.3 Other, if any:

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

N/A

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

Bill Land
Land 3 Architect Inc.
1900 Stubbs Avenue, Suite A
Monroe, LA 71201-5751
318.322.2694, ext. 2

§ 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 if needed.

.2 Mechanical Engineer:

To be determined if needed.

.3 Electrical Engineer:

To be determined if needed.

§ 1.1.11.2 Consultants retained under Supplemental Services:

None Anticipated

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

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User Notes: (1632723509)

§ 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 E203™-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 E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-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 one million dollars (\$ 1,000,000.00) 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 hundred thousand dollars (\$ 100,000.00) per person and two hundred thousand dollars (\$200,000.00) per accident for bodily injury, death of any person, and fifty thousand dollars (\$50,000.00) per accident, 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 five hundred thousand dollars (\$ 500,000.00) each accident, five hundred thousand dollars (\$ 500,000.00) each employee.

§ 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 two million dollars (\$ 2,000,000.00) 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 policies 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 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 assisting with the opening of the bids, and subsequently assisting with 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 A201™–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	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect
§ 4.1.1.8 Civil engineering	Architect

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

§ 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.)

None anticipated at this time, but hourly rates shall be charged as agreed to by both parties in writing prior to additional services.

§ 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.)

None anticipated at this time, but hourly rates shall be charged as agreed to by both parties in writing prior to additional services.

§ 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 E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

None anticipated at this time, but hourly rates shall be charged as agreed to by both parties in writing prior to additional services.

§ 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.

None anticipated at this time, but hourly rates shall be charged as agreed to by both parties in writing prior to additional services.

§ 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:

- .1 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:

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User Notes:

- .1 **Unlimited** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 **Unlimited** visits to the site by the Architect during construction
- .3 **Unlimited** 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 **Unlimited** 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.

(Paragraph deleted)

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-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 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 Fourth Judicial District State Court in the State of Louisiana.

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 the Fourth Judicial District State Court in the State of Louisiana.

(Paragraphs deleted)

§ 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 due to Owners failure to make payment, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services as a result of the Owners failure to make payment, 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 actual expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining actual services and the time schedules shall be equitably adjusted, if the Project is resumed.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If the Project is resumed, the Architect shall be compensated for actual 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, if the Project is resumed.

§ 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

(Paragraphs deleted)

Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 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 Fourth Judicial District State Court in the State of Louisiana.

§ 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 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.

(Paragraphs deleted)

§ 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 if possible, to the extent necessary. 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)

- .2 Percentage Basis
(Insert percentage value)

Eight and nine-tenths percent (8.9) % of the final construction cost, including all alternates and change order items.

.3 Other
(Describe the method of compensation)

§ 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.)

None anticipated at this time, but hourly rates shall be charged as agreed to by both parties in writing prior to additional services.

§ 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.)

None anticipated at this time, but hourly rates shall be charged as agreed to by both parties in writing prior to additional services.

§ 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, or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

None anticipated at this time, but hourly rates shall be charged as agreed to by both parties in writing prior to additional services.

§ 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	fifteen	percent (	15	%)
Construction Documents Phase	forty-five	percent (	45	%)
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.)

Employee or Category	Rate (\$0.00)
Project Architect	\$95.00
Project Manager	75.00
CAD Operator	65.00
Clerical/Administrative	45.00

§ 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
(Paragraphs deleted)
Permitting and other fees required by authorities having jurisdiction over the Project;
- .2 Printing, reproductions, plots, and standard form documents;
(Paragraphs deleted)

§ 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.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) 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 (\$) 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 forty-five (45) 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.)

1.0 % one percent or prime rate, whichever is less

§ 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.

§ 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 all 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 shall be reimbursed for fees paid for securing approval of the authorities having jurisdiction over the project.

The Architect shall be reimbursed for Final Bid Set publications cost including electronic plan distribution, less any deposits as supported by deposit log including all plan holders and bid set distribution with disposition of deposits.

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 B101™-2017, Standard Form Agreement Between Owner and Architect
- .2

(Paragraphs deleted)

Other documents:

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

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

OWNER (Signature)

James E. Mayo Mayor City of Monroe
(Printed name and title)

ARCHITECT (Signature)

William A. Land President/Owner
(Printed name, title, and license number, if required)

RESOLUTION

STATE OF LOUISIANA

NO._____

CITY OF MONROE

The following Resolution was offered by Mr./Mrs. _____, who moved for its adoption and was seconded by Mr./Mrs. _____:

A RESOLUTION AUTHORIZING THE CITY OF MONROE TO ADVERTISE FOR BIDS FOR THE STORM DAMAGE REPAIR OF THE MASUR MUSEUM, AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, on April 12, 2020, inclement weather, severe thunderstorms, and at least one confirmed tornado struck the City of Monroe causing severe property damage in the City of Monroe;

WHEREAS, as a result of the April 12, 2020 weather, the City of Monroe’s property, the Masur Museum, sustained damage;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Monroe, Louisiana, in legal and regular session convened, that the City of Monroe is hereby authorized to advertise for bids for the storm damage repair of the Masur Museum.

This Resolution having been submitted in writing was then submitted to a vote as a whole, the vote thereon being as follows:

- AYES:**
- NAYS:**
- ABSENT:**

And the Resolution was declared **ADOPTED** on the ____ day of _____, 2020.

CHAIRMAN

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

The following Resolution was introduced by Mr./Ms. _____
who moved for its adoption and was seconded by Mr./Ms. _____:

A RESOLUTION AUTHORIZING MAYOR JAMES E. MAYO TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH LAND 3 ARCHITECT INC. FOR THE STORM DAMAGE REPAIRS TO THE MASUR MUSEUM AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, on April 12, 2020, inclement weather, severe thunderstorms, and at least one confirmed tornado struck the City of Monroe causing severe property damage in the City of Monroe;

WHEREAS, as a result of the April 12, 2020 weather, the City of Monroe's property, particularly the Masur Museum, sustained damage;

WHEREAS, the City of Monroe needs to repair the Masur Museum located at 1400 S. Grand Street; and

WHEREAS, the firm of Land 3 Architect Inc, has the requisite expertise and experience to provide the services needed.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Monroe that James E. Mayo, Mayor, is hereby authorized to enter into the attached Agreement between the City of Monroe and Land 3 Architect Inc.

This Resolution having been submitted in writing, introduced and was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the ____ day of _____, 2020.

CHAIRMAN

CITY CLERK

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Twenty
(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 MONROE
Post Office Box 123
Monroe, Louisiana 71210-0123

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

LAND 3 ARCHITECT INC.
1900 Stubbs Avenue, Suite A
Monroe, Louisiana 71201-5751

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

STORM DAMAGE REPAIRS TO
THE MASUR MUSEUM
1400 S Grand Street
Monroe, Louisiana 71202-2012

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.

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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.)

Museum building repairs due to tornado damage.

§ 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.)

§ 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.)

Unknown at time of execution of the contract.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

2020

.3 Substantial Completion date or dates:

2020

.4 Other milestone dates:

§ 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.)

Competitive bid or proposals.

§ 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.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-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.)

Richard Moore
Assistant Director of Administration

§ 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.)

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

.1 Geotechnical Engineer:

N/A, (Not Applicable)

.2 Civil Engineer:

N/A

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

N/A

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

Bill Land
Land 3 Architect Inc.
1900 Stubbs Avenue, Suite A
Monroe, LA 71201-5751
318.322.2694, ext. 2

§ 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 if needed.

.2 Mechanical Engineer:

To be determined if needed.

.3 Electrical Engineer:

To be determined if needed.

§ 1.1.11.2 Consultants retained under Supplemental Services:

None Anticipated

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

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User Notes: (1515073602)

§ 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 E203™-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 E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-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 one million dollars (\$ 1,000,000.00) 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 hundred thousand dollars (\$ 100,000.00) per person and two hundred thousand dollars (\$200,000.00) per accident for bodily injury, death of any person, and fifty thousand dollars (\$50,000.00) per accident 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 five hundred thousand dollars (\$ 500,000.00) each accident, five hundred thousand dollars (\$ 500,000.00) each employee.

§ 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 two million dollars (\$ 2,000,000.00) 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 policies 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 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 assisting with the opening of the bids, and subsequently assisting with 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 A201™–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 <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Architect
§ 4.1.1.8 Civil engineering	Architect

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

§ 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.)

None anticipated at this time, but hourly rates shall be charged as agreed to by both parties in writing prior to additional services.

§ 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.)

None anticipated at this time, but hourly rates shall be charged as agreed to by both parties in writing prior to additional services.

§ 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 E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

None anticipated at this time, but hourly rates shall be charged as agreed to by both parties in writing prior to additional services.

§ 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.

None anticipated at this time, but hourly rates shall be charged as agreed to by both parties in writing prior to additional services.

§ 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:

- .1 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:

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- .1 **Unlimited** reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 **Unlimited** visits to the site by the Architect during construction
- .3 **Unlimited** 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 **Unlimited** 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.

(Paragraph deleted)

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-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 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 Fourth Judicial District State Court in the State of Louisiana.

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 the Fourth Judicial District State Court in the State of Louisiana.

(Paragraphs deleted)

§ 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 due to Owners failure to make payment, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services as a result of the Owners failure to make payment, 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 actual expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining actual services and the time schedules shall be equitably adjusted, if the Project is resumed.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If the Project is resumed, the Architect shall be compensated for actual 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, if the Project is resumed.

§ 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

(Paragraphs deleted)

Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 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 Fourth Judicial District State Court in the State of Louisiana.

§ 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 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.

(Paragraphs deleted)

§ 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 if possible, to the extent necessary. 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)
- .2 Percentage Basis
(Insert percentage value)

Eight and nine-tenths percent (8.9) % of the final construction cost, including all alternates and change order items.

.3 Other
(Describe the method of compensation)

§ 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.)

None anticipated at this time, but hourly rates shall be charged as agreed to by both parties in writing prior to additional services.

§ 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.)

None anticipated at this time, but hourly rates shall be charged as agreed to by both parties in writing prior to additional services.

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

None anticipated at this time, but hourly rates shall be charged as agreed to by both parties in writing prior to additional services.

§ 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	fifteen	percent (	15	%)
Construction Documents Phase	forty-five	percent (	45	%)
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.)

Employee or Category

Rate (\$0.00)

Project Architect

\$95.00

Project Manager

75.00

CAD Operator

65.00

Clerical/Administrative

45.00

§ 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

(Paragraphs deleted)

Permitting and other fees required by authorities having jurisdiction over the Project;

.2 Printing, reproductions, plots, and standard form documents;

(Paragraphs deleted)

§ 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.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) 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 (\$) 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 forty-five (45) 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.)

1.0 % one percent or prime rate, whichever is less

§ 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.

§ 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 all 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 shall be reimbursed for fees paid for securing approval of the authorities having jurisdiction over the project.

The Architect shall be reimbursed for Final Bid Set publications cost including electronic plan distribution, less any deposits as supported by deposit log including all plan holders and bid set distribution with disposition of deposits.

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 B101™–2017, Standard Form Agreement Between Owner and Architect
- .2

(Paragraphs deleted)

Other documents:

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

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

OWNER (Signature)

James E. Mayo Mayor City of Monroe
(Printed name and title)

ARCHITECT (Signature)

William A. Land President/Owner
(Printed name, title, and license number, if required)

RESOLUTION

STATE OF LOUISIANA

CITY OF MONROE

NO. _____

The following Resolution was introduced by Mr./Mrs. _____ who moved for its adoption and was seconded by Mr./Mrs. _____:

A RESOLUTION APPROVING AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF MONROE AND LAFOURCHE PARISH GOVERNMENT AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, La. R. S. 33:1324 provides any parish or political subdivision of the State may make agreements among themselves to engage jointly in the construction or improvement of any public project or the promotion and maintenance of any undertaking provided that at least one of the participants to the agreement is authorized by law to complete the undertaking; and,

WHEREAS, Lafourche Parish Government, through its Parish President, during an emergency event in the parish, is empowered to take steps and measures necessary to protect the lives and property of the citizens of Lafourche Parish Government; and,

WHEREAS, Lafourche Parish Government and the City of Monroe wish to memorialize an arrangement to grant the right of use of Emily P. Robinson Community Center, Powell Street Community Center and Harvey Benoit Recreation Center owned by the City of Monroe, as an emergency shelter in the event of a mandatory evacuation of the Lafourche Parish Government; and

WHEREAS, Lafourche Parish Government and the City of Monroe find that entering into this Memorandum of Understanding, attached hereto and made a part hereof, will serve a public safety purpose and have a public benefit.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that we do hereby approve and direct that Lafourche Parish Government and the City of Monroe enter into the attached Memorandum of Understanding.

This Resolution having been submitted in writing, and was then submitted to a vote as a whole, the vote thereon, being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the ____ day of _____, 2020.

CHAIRMAN

CITY CLERK

RESOLUTION

**STATE OF LOUISIANA
CITY OF MONROE**

NO. _____

The following Resolution was offered by Mr./Ms. _____ who moved for its adoption and was seconded by Mr./Ms. _____:

A RESOLUTION APPROVING THE EXECUTION OF A MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE STATE OF LOUISIANA, DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021, RELATIVE TO TRAFFIC SIGNALS IN THE STATE HIGHWAY SYSTEM WHICH ARE LOCATED WITHIN THE LIMITS OF THE CITY OF MONROE, AND FURTHER PROVIDING WITH RESPECT THERETO

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that the Maintenance Agreement by and between the City of Monroe and the State of Louisiana, Department of Transportation and Development for the fiscal year beginning July 1, 2020 and ending June 30, 2021, relative to certain traffic signals in the State Highway System which are located within the boundaries of the City of Monroe, a copy of which is attached hereto and made a part hereof, be and the same is hereby approved.

This Resolution having been submitted in writing, introduced and published, was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the ____ day of June 2020.

Chairman

City Clerk

FULL SIGNAL MAINTENANCE AGREEMENT

FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021

BETWEEN

CITY OF MONROE

MUNICIPALITY

AND

STATE OF LOUISIANA

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

State of Louisiana Department of Transportation
TRAFFIC SIGNAL MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2020, and between the Louisiana Department of Transportation, an agency of the State of Louisiana, herein called the "Department" and the City of Monroe, a political subdivision of the State of Louisiana, herein called the "Maintaining Agency".

WITNESSETH:

WHEREAS: by the provisions of Section 193 of Title 48 of the Louisiana Revised Statutes OF 1950 vest in the Department of Transportation and Development full control of all municipal streets which form a continuation of the State Highway System, designated in R.S. 48:191 as modified by action of the Secretary of Transportation and Development; and

WHEREAS, the provision of L.R.S. 48:193 permit the Department of Transportation and Development to contract with the Maintaining Agency for the performance of such repair maintenance functions as the Maintaining Agency is able to perform, and both the Department and the Maintaining Agency will provide certain services.

WHEREAS, the maintenance, and operation of traffic signals (controller, cabinet, heads, loops, and etc.) or signal systems (interconnect, modems, telecommunication drops, central computers, and etc.) are necessary for safe and efficient highway transportation along the State Highway System; and

WHEREAS, the Department proposes that the Maintaining Agency shall maintain and operate traffic signals and signal systems at certain locations along the State Highway System within the City Limits of Monroe, Louisiana, as shown on the attached list.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, the parties mutually agree and covenant as follows:

1. When the District Administrator of the Department has submitted a Traffic Signal Maintenance Agreement to the Maintaining Agency, and designated officer of the Maintaining Agency has approved the Traffic Signal Maintenance Agreement, the Maintaining Agency shall undertake the responsibilities to maintain and operate existing signals, signals installed by permit or new traffic signals and signal systems as designed in the Traffic Signal Maintenance Agreement.
2. The Maintaining Agency shall perform all studies and investigations for new traffic signal installations and modifications to existing traffic signals, when requested by

the Department, and a proposed design and Traffic Signal Inventory (TSI) shall be provided if the Maintaining Agency recommends the new installation. The maintaining Agency shall also be required to perform studies and investigations to justify or deny the upgrading or modification of an existing traffic signal installation, when deemed necessary and when requested in writing by the Department and will provide a recommended design and TSI.

When deemed necessary, the Maintaining Agency may also do so on its own initiative. Should the Maintaining Agency recommend denial of a new traffic signal installation and the Department subsequently approves the new installation; the Maintaining Agency will not be responsible for the design of the new installation or for providing a TSI.

All studies and investigations performed as indicated above shall be under the direction and supervision of a qualified professional engineer experienced in Traffic Engineering and registered in the State of Louisiana. Engineering reports shall be signed and sealed in accordance with state law. All studies and investigations shall be coordinated with the District Traffic Operations Engineer of the Department before installation or modification of the traffic signal is authorized.

3. Regardless of whether the installation of new traffic signals and signal systems is performed by the Maintaining Agency, by permit or the Department, such installation shall not endanger highway travel and shall be conducted in accord with the Manual on Uniform Traffic Control Devices (MUTCD) and the Department's Signal Design Manual, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.
4. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems, and the payment of electrical and communication charges incurred in connection with operation of such traffic signals and signal systems upon completion of their installation. The Maintaining Agency shall undertake the maintenance and continuous operation of said traffic signal and signal systems for new construction contracts upon final acceptance of the installation by the Department.
5. The Maintaining Agency shall maintain and operate the traffic signals and signal systems in a manner that agrees with maintenance practices recommended by the International Municipal Signal Association (IMSA) manual on "Preventative Maintenance of Traffic Signal Equipment" and operational requirements of the MUTCD, as amended. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). The Maintaining Agency shall utilize qualified traffic signal technicians to maintain and operate the traffic signals and signals systems. The Maintaining Agency is urged and expected to work toward IMSA certification of signal technicians.

The Maintaining Agency shall keep records of its maintenance activities in compliance with "Louisiana Public Records Law" on each traffic signal maintained.

6. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications or major equipment changes without the prior written approval of the Department. Conversely, the Department shall not make any modifications and/or equipment replacements without prior written notice to the Maintaining Agency.

Where the Maintaining Agency correctly establishes that existing traffic signal equipment (controllers, cabinets, signal heads, mast arms and signal poles) provided by the Department can no longer be reasonably repaired or maintained due to the unavailability of parts, the Department will make arrangement with all due haste to rectify the situation so as to ensure that equipment can be adequately maintained in proper operating condition. Any nonstandard signal equipment, even if it has been approved by the Department (ornamental designs, large bolt patterns, emergency preemption, etc.), will be the sole responsibility of the Maintaining Agency.

7. The maintaining Agency shall maintain the timing and phasing circuitry of the traffic signals in accordance with the Department's timing and phasing plans, specifications, or special provisions. The Maintaining Agency will obtain written approval from the Department prior to rephasing any signal covered under the contract. The Department's approval will not be required for adjustment to signal timing. However, the Maintaining Agency will advise the District Traffic Operations Engineer of any changes.

The Maintaining Agency shall provide the Department with unrestricted access to all State owned traffic signal controllers through appropriate keys, telephone numbers, and software administrative rights and passwords necessary to monitor signal performance and modify signal timings. The Maintaining Agency shall provide remote access to any central control computers and software used to manage isolated and interconnected State owned traffic signals.

The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may make modifications in the timing and phasing. If such changes require new or additional traffic signal control equipment, the Department will furnish and install such equipment to be maintained by the Maintaining Agency.

The Department will provide a minimum of one (1) week notice to the Maintaining Agency prior to completion of a new installation or a major modification of a traffic signal included in the existing agreement or to be added to the existing agreement. Thirty (30) days after receipt of such notice the Maintaining Agency will assume maintenance responsibility providing that the new or modified equipment has operated properly for at least thirty (30) days.

The Department shall provide to the Maintaining Agency the appropriate plans, wiring diagrams, TSI, etc. necessary to maintain the signal. This information shall be provided to the Maintaining Agency prior to the municipality assuming maintenance responsibility.

8. The Maintaining Agency shall, insofar as practical, place a copy of the Department's letter approving any modification or replacement of equipment or any changes in phasing circuitry in the documentation container within the controller cabinet.
9. The Maintaining Agency may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System, provided that such agreements are consistent with the mutual covenants contained in this agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
10. When a major knockdown and/or damage to traffic signal equipment occurs, the Maintaining Agency may use available equipment to return the signal to operation and file a claim with the responsible party to recover damages. If the responsible party fails to settle the claim or is unable to settle the claim, the Department may furnish its current standard equipment defined as signal heads, controller, cabinets, mast arms, and poles for reinstallation by the Maintaining Agency. Upon notice, the Department may monetarily reimburse the Maintaining Agency when its current standard equipment is not available or it is more expedient to do so. The Maintaining Agency shall provide traffic controls at an intersection during a traffic signal malfunction or knockdown within a reasonable period of time. Portable traffic signals will not be used for temporary control unless approved in writing by the Department.
11. If, in the opinion of the Department's District Administration, the Maintaining Agency has failed to properly maintain any of the traffic signals under contract, and after the Maintaining Agency has been notified in writing and given adequate opportunity to correct the condition and the Maintaining Agency has refused to correct said condition, the Department's District Administrator may order the Department's maintenance forces to perform such work as, in his opinion, is necessary, and deduct the cost thereof from any monies due or to become due to the Maintaining Agency.
12. However, notwithstanding anything to the contrary herein, Municipality shall neither indemnify nor hold harmless the Department for any negligence of any party other than that which is directly attributable to the Maintaining Agency, its agent or employees. Specifically, but without limitation, the Maintaining Agency shall not indemnify nor hold harmless the Department for the negligence of employees or agents of the Department, and shall not indemnify nor hold harmless the Department for the negligence of any parties, persons, or employees or agents of a

third party over which the Maintaining Agency has no dominion or control.

13. This agreement may be terminated by either party upon thirty (30) days notice in writing to the other party, in which event the Department shall reimburse the Maintaining Agency the amount due up to the time of discontinuance.
14. As part of the maintenance of these traffic signals, the contracting agency shall perform annual preventative maintenance inspection for each location. The preventative maintenance inspection shall be documented with the attached "Traffic Signal Preventative Maintenance Report" form. The copies of the inspection reports shall be provided to the department no later than May 1 of each year. Failure to provide reports may result in cancellation of future agreements.
15. **For the maintenance obligations herein assumed by the Maintaining Agency, the Department will reimburse the Maintaining Agency on a semi-annual basis for each approved traffic signal installation (77), shown on the attached listing, at the rate of \$2,440.00 per signal/per year. For each traffic signal added or removed during the year by the Department, the maintenance costs shall be computed on a pro-rated basis of the yearly amount for the number of months remaining in the year.**

The agreement for said maintenance shall begin July 1, 2020 and end June 30, 2021, unless same shall be sooner terminated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, thereunto duly authorized as of the day and year first above written.

WITNESSES AS TO MUNICIPALITY:

CITY OF MONROE

BY: _____
MAYOR

WITNESSES AS TO OFFICE:

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
OFFICE OF ENGINEERING

APPROVED: _____
T. MARSHALL HILL, P.E., P.L.S.
District Engineer Administrator

CITY OF MONROE
TRAFFIC SIGNALS UNDER CONTRACT

<u>LOC NO.</u>	<u>LOCATION OF SIGNAL</u>
55.	Jackson St. & 1-20 On Ramp at Calypso St.
44	Catalpa St. @ Calypso (1-20 Ramp)
29	Hall St. @ Calypso St. (1-20 Ramp)
1	US 80, LA 15 (Louisville Ave.) @ Riverside Dr.
2	US 80, LA 15 (Louisville Ave.) @ Walnut St.
3	US 80, LA 15 (Louisville Ave.) @ N. 2nd St.
4	US 80, LA 15 (Louisville Ave.) @ N. 3rd St.
5	US 80, LA 15 (Louisville Ave.) @ N. 4th St.
6	US 80, LA 15 (Louisville Ave.) @ US 165 (Bus.), LA 15 (N. 5th St.)
7.	US 80, LA 15 (Louisville Ave.) @ US 165 (Bus.), LA 15 (N. 6th St.)
10	US 80/165 (Bus.) (Louisville Ave.) @ LA 840-6 (N. 18th St.)
11	US 80/165 (Bus.) (Louisville Ave.) @ Oliver Rd.
12	US 80, (Louisville Ave.) @ Newcome (Twin City Plaza)
108	US 80/165 (Bus.) (Louisville Ave.) @ Lamy Lane & Washington
13	US 80/165 (Bus.) (Louisville Ave.) @ Breard St.
102	US 80, (Louisville Ave.) @ Ryan's Steakhouse
14	US 80/165 (Bus.) (Louisville Ave.) @ Betin St.
15	US 80/165 (Bus.) (Louisville Ave.) @ DeSiard St. & Powell
16	US 80 (DeSiard St.) @ US 165 SB
146	US 80 (DeSiard St.) @ US 165 NB
17	US 80 (DeSiard St.) @ S. University Ave.

CITY OF MONROE
TRAFFIC SIGNALS UNDER CONTRACT

<u>LOC. NO.</u>	<u>LOCATION OF SIGNAL</u>
92	US 80 (DeSiard St.) @ Sherrouse Ave.
103	US 80 (DeSiard St.) @ Stadium Drive
106	US 80 (DeSiard St.) @ Lowery St.
19	US 80 (DeSiard St.) @ Kansas Lane
144	US 80 (DeSiard St.) @ DeSiard Plaza & Sandel Drive
46	US 165 @ LA 15 (Winnsboro Rd.)
88	US 165 @ LA 553
139	US 165 @ Hadley St.
95	Us 165 @ East St.
47	US 165 @ Century Blvd.
129	US 165 @ Louberta St.
48	US 165 @ Renwick St.
49	US 165 (Sterlington Rd.) @ Breard
50	US 165 Southbound (Sterlington Rd.) @ Loop Rd.
96	US 165 (Sterlington Rd.) @ Old Sterlington Rd.
132	US 165 (Sterlington Rd.) @ W. Elmwood Dr.
123	US 165 (Sterlington Rd.) @ Hide-A-Way Rd.
20	US 165 Bus. (Jackson St.) @ Standifer Ave.

CITY OF MONROE
TRAFFIC SIGNALS UNDER CONTRACT

<u>LOC. NO.</u>	<u>LOCATION OF SIGNAL</u>
22	US 165 Bus. (Jackson St.) @ Plum St.
24	US 165 Bus. (Jackson St.) @ Texas Ave.
25	US 165 Bus. (Jackson St.) @ US 165 Bus., (Ouachita Ave.)
26	US 165 Bus., LA 15 (Ouachita Ave.) @ LA 15 (S. 2nd St.)
27	US 165 Bus., LA 15 (Ouachita Ave.) @ LA 15 (S. Third St.)
98	US 165 Bus., LA 15 (Lea Joyner Memorial Expy.) @ Wood St.
35	US 165 Bus., LA 15 (N 5th St.) @ Pine
36	US 165 Bus., LA 15 (N. 6th St.) @ Pine St.
160	US 165 Northbound @ Northeast Drive
165	US 165 @ Medical Park Dr./Garden Lane
101	LA 15 (Winnsboro Rd.) @ Berg Jones Lane
135	LA 15 (Winnsboro Rd.) @ South 6th St.
51	LA 15 (Winnsboro Rd.) @ LA 15 (S. 2nd St.)
52	LA 15 (S. 2nd St.) @ Plum St.
53	LA 15 (S.2nd St.) @ LA 594 (Texas Ave.)
107	LA 594 (Millhaven Rd.) @ Kansas Lane
57	LA 840-6 (N. 18th St.) @ Hudson Lane
105	LA 840-6 (N. 18th St.) @ Stubbs Ave.
58	LA 840-6 (N. 18th St.) @ Roselawn Ave.
137	LA 840-6 (N. 18th St.) @ Glenmar Ave.
100	LA 840-6 (N. 18th St.) @ Tower Drive

CITY OF MONROE
TRAFFIC SIGNALS UNDER CONTRACT

<u>LOC. NO.</u>	<u>LOCATION OF SIGNAL</u>
134	LA 840-6 (N. 18th St.) @ McKeen Place
59	LA 840-6 (N. 18th St.) @ Forsythe Ave.LA 840-6)
61	LA 840-6 (Forsythe Ave.) @ Oliver Road
62	LA 840-6 (Forsythe Ave.) @ Loop Road
124	LA 840-6 (Forsythe Ave.) @ Deborah Drive
172	US 165 @ LA 840-6 (Forsythe Ave.)
174	US 165 @ Ruffin Drive
173	Garrett Road @ 1-20 Service Rd./LOWE's Entrance
180	LA 594 (TEXAS AVE.) @ N. 18 TH ST.
182	US 165 @ Centurytel Drive
183	US 165 Business (Lea Joyner Expressway) @ Calypso St. & I-20 WB Off-Ramp
184	LA 594 (Millhaven) @ Powell Ave.
188	I-20 EB Ramp @ Garrett Road
192	US 165 SB Signal Arrow Beacon in Advance of Renwick St.
193	US 165 @ Technology Drive
194	LA 594 (Millhaven) @ Garrett Road
195	LA 594 (Millhaven) @ MLK (Railroad Crossing)

TOTAL NUMBER OF SIGNALS: 77

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

The following Resolution was offered by Mr. /Ms. _____ who moved for its adoption and was seconded by Mr. /Ms. _____.

A RESOLUTION AUTHORIZING THE PURCHASING MANAGER TO ADVERTISE FOR BIDS ON THE HAWES PUMP STATION DIESEL DRIVE REPLACEMENT PROJECT. THE ESTIMATED COST OF THIS PROJECT IS \$455,200.00. THE DBE GOAL IS 0% AND SOURCE OF FUNDS CAPITAL INFRASTRUCTURE SALES TAX FUNDS.

BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that the purchasing manager, be and he is hereby authorized to advertise for bids on the Hawes Pump Station Diesel Drive Replacement Project, for an estimated cost of \$455,200.00.

BE IT FURTHER RESOLVED that the City of Monroe shall make the designations in accordance with state law for sales tax exempt purchases on this project.

BE IT FURTHER RESOLVED that said Preliminary Cost Estimate is attached hereto and made a part hereof.

This resolution having been submitted in writing was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of _____, 2020.

CHAIRMAN

CITY CLERK

Client Name:

Project Name:

Project Location:

HAWES PUMP STATION

STORMWATER STATION BACKUP PUMPING EVALUATION

Monroe, LA

WBS	Total	Low Range %	Low Range	High Range %	High Range
Electrical Wire, Raceway, Devices	\$122,000	-20%	\$97,600	60%	\$195,200
Diesel Engine Replacement	\$186,000	-5%	\$176,700	25%	\$232,500
SCADA	\$22,000	0%	\$22,000	25%	\$27,500
Hawes Storm Water Backup Pumping Station	\$330,000		\$296,300		\$455,200

Rebecca Lindsay

Rebecca Lindsay
W+E Project Manager

June 12, 2020

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

The following Resolution was offered by Mr. /Ms. _____ who moved for its adoption and was seconded by Mr. /Ms. _____.

A RESOLUTION AUTHORIZING JAMES E. MAYO, MAYOR, TO EXECUTE CHANGE ORDER NO. ONE (1) TO THE KANSAS LANE EXTENSION CLEARING & GRUBBING CONTRACT, BETWEEN THE CITY OF MONROE AND LADOTD FOR AN INCREASE IN THE CONTRACT AMOUNT OF \$114,059.40 AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT RESOLVED by the City Council of the City of Monroe, in legal and regular session convened, that James E. Mayo, Mayor, be and he is hereby authorized to execute Change Order No. One (1) between the City of Monroe and LADOTD, for an increase in the contract amount of \$114,059.40.

BE IT FURTHER RESOLVED that said Change Order is attached hereto and made a part hereof.

This resolution having been submitted in writing was then submitted to a vote as a whole, the vote thereon being as follows:

AYES:

NAYS:

ABSENT:

And the Resolution was declared **ADOPTED** on the _____ day of _____, 2020.

CHAIRMAN

CITY CLERK