

AGENDA

LEGAL & REGULAR SESSION – JUNE 24, 2014, 6:00PM

I: ROLL CALL AND DECLARE QUORUM:

II: INVOCATION & PLEDGE OF ALLEGIANCE – MAYOR MAYO:

III: COMMUNICATIONS & SPECIAL ANNOUNCEMENTS:

1. Dr. Armstrong
2. Mrs. Ezernack
3. Ms. Blakes
4. Mr. Wilson
5. Mr. Clark
6. Mayor Mayo

IV: APPROVE MINUTES OF THE LEGAL AND REGULAR SESSION OF JUNE 10, 2014:

V: PRESENTATION: Comprehensive Report & Up To Date Financials

Downtown Economic Development Dist.

VI: PUBLIC HEARINGS:

NONE.

PROPOSED CONDEMNATIONS:

1. 701 Pecan Drive (D4) (owner - Dennis W. & July Ann Hall)
2. 105 Malvern Street (D5) (Owner - Patricia Bell Cloman)
3. 1600 Riverside Drive (D3) (Owner - Lafitte Investments
(J Hakim; Ouachita Independent Bank)

VII: ACCEPTANCE OR REJECTION OF BIDS:

(a) Accept the bids of Central Oil & Supply of Monroe, LA and Smitty's of Shreveport, LA for a one (1) year supply contract of Petroleum Products Ref Bid #85-1422 as recommended by the Director of Administration for meeting the requirements of this bid. The funds for these purchases will be derived from the Inventory Account.

(b) Accept the bids of Parker of Bastrop, LA, Stuart's of West Monroe, LA, OfficeLink of Monroe, LA, Peregrine Corporation and Quill Corporation of Lincolnshire, IL for a one (1) year supply contract of Office Supplies Ref Bid #85-1421 as recommended by the Director of Administration for meeting the requirements of this bid. The funds for these purchases will be derived from the Inventory Account.

VIII: RESOLUTIONS AND MINUTE ENTRIES:

1. Department of Administration:

(a) Consider request from the Purchasing Division of the Administration Department for Council approval to advertise for a one (1) year supply contract of Janitorial Paper Products. The funds for these purchases will be derived from the Inventory Account and billed to the divisions according to purchase.

2. Department of Planning & Urban Development:

NONE.

3. Legal Department:

NONE.

4. Mayor's Office:

(a) Adopt a Resolution confirming the appointment of Kimberly Golden as the City Engineer for the City of Monroe and further providing with respect thereto.

(b) Adopt a Resolution supporting and recommending Amtrack Passenger Rail Service for North Louisiana and further providing with respect thereto.

5. Department of Public Works:

(a) Adopt a Resolution approving and authorizing a Cooperative Endeavor Agreement by and between the City of Monroe and the Louisiana State Department of Transportation for the donation of asphalt and further providing with respect thereto.

(b) Consider request from the Water Treatment Plant of the Public Works Department for Council approval to advertise for a one (1) year supply contract of Water Treatment Chemicals. The funds for these purchases will be derived from the Chemical Account.

(c) Consider request for a Change Order from the Water Treatment Plant of the Public Works Department for Bayou Pump Station Project in the amount of \$25,986.00. Specialty Field Service & Machine is the vendor for this project.

6. Council:

NONE.

7. Department of Community Affairs:

(a) Adopt a Resolution to approve a Cooperative Agreement between the City of Monroe and the University of Louisiana-Monroe and further providing with respect thereto.

(b) Adopt a Resolution authorizing the acceptance of the bid from Cody Phillips Construction, LLC for the construction of new restrooms for the Parks and Recreation Department of the City of Monroe and further providing with respect thereto.

8. Police Department:

NONE.

9. Fire Department:

NONE.

10. Engineering Services:

(a) Adopt a Resolution authorizing James E. Mayo, Mayor, to enter into and execute a contract with Land 3 Architect, Inc., for Architectural Services, for the re-roofing of Benoit, Marbles, and Johnson Community Centers, and further providing with respect thereto.

(b) Adopt a Resolution authorizing James E. Mayo, Mayor, to enter into and execute a contract

with Land 3 Architect, Inc., for Architectural Services, for a new communication center at the Public Safety Center, and further providing with respect thereto.

(c) Consider request to authorize the Purchasing Manager to advertise for bids on Basin MR-04/05/07(a)2 Rehabilitation Project. The estimated cost of this project is \$4,842,000.00.

BREAK IF NEEDED:

IX: INTRODUCTION OF RESOLUTIONS & ORDINANCES:

(a) Introduce an Ordinance amending Chapter 25.5 of the Monroe City Code Entitled "Peddlers, Transient Merchants, creating rules and regulations for mobile food vendors, to establish permits and permitting fees and further providing with respect thereto. (Legal)

X: RESOLUTIONS AND ORDINANCES FOR SECOND READING AND FINAL ADOPTION:

(a) Finally Adopt an Ordinance authorizing James Mayo, Mayor, to enter into and execute a Lease Agreement between the City of Monroe and Onyx Advertising at the Airport, for certain property located at the Monroe Regional Airport, and further providing with respect thereto. (Airport)

(b) Finally Adopt an Ordinance authorizing the City of Monroe to acquire a certain 0.424 +/- acre tract of real property from Sunset Realty, Inc. situated in Ouachita Parish for the purpose of construction of the underground pump station in connection with the north area sewer project, and further providing with respect thereto. (Eng.)

XI: CITIZENS PARTICIPATION:

XII: ADJOURN.



District #1

Dr. Raymond A. Armstrong
Vice Chairman

District #2

Mrs. Gretchen H. Ezernack

District #3

Ms. Betty Blakes

City Council
CITY OF MONROE, LOUISIANA
Post Office Box 123
Monroe, Louisiana 71210-0123
Phone (318) 329-2252
Fax (318) 329-3416

District #4

Mr. Kenneth Wilson

District #5

Mr. Eddie Clark
Chairman

June 10, 2014

6:00 p.m.

There was a legal and regular session of the City Council of the City of Monroe, Louisiana held this date at the Council's regular meeting place, the Council Chamber, City Hall Building, Monroe, Louisiana.

The Honorable Eddie Clark, Chairman, called the meeting to order. He then asked the clerk to call the roll.

There were present: Council Members Dr. Armstrong, Mrs. Ezernack, Ms. Blakes, Mr. Wilson and Mr. Clark.

There was absent: None

Chairman Clark announced that a quorum was present and that the Invocation and the Pledge of Allegiance would be led by Mr. Clark's designee, Rev. John Ross, Community Affairs Director.

Chairman Clark proceeded by acknowledging the time for special announcements and/or communications.

Dr. Armstrong had no communications.

Mrs. Ezernack welcomed each one out to Council Meeting. She acknowledged the upcoming week that would honor Sanitation workers and stated her appreciation for their efforts and that they do an awesome job.

Ms. Blakes welcomed and thanked everyone for coming to Council Meeting. She thanked the Public Works Department for taking care of the fence at Mt. Zion and am sure that Ms. Detiege is pleased; Ms. Blakes also thanked Mr. Janway and his department for digging the ditches in her district, as this will allow the water to flow through; she thanked Ms. Golden and the Engineer Department for taking care of the tree problem on Booth Street. Ms. Blakes asked that everyone would drive safely this summer through the neighborhoods as the children are out playing in the community. Ms. Blakes reminded parents of the services provided at the community centers for the kids this summer; she also announced that Cypress Point Elementary School's Beta Club who placed first in the state competition would be traveling to Richmond, Virginia on June 19th to compete in the National Beta Club competition and would appreciate donations to assist in this endeavor; donations can be made by calling the school.

Mr. Wilson welcomed and thanked everyone for coming to Council meeting. He thanked Minister Modicue and wife, Ms. Thomas, Ms. Brenda Williams for going door to door in the rain, as some have volunteered to be street captains. He also thanked DEDD and Ouachita Riverfront Commission for all of their hard work that they are doing in downtown. He acknowledged the summer workers and knows that they are anticipating their first check. He wished all Fathers a Happy Father's Day.

Mayor Mayo had no communications.

Mr. Clark welcomed each one present and announced the City Council's new thirty minute television show, "Your City" which is broadcast Saturdays on KMCT; it features constituents throughout the five districts and also features various businesses, this is yet another avenue that Council has to keep the public informed. Mr. Clark thanked Public Works for cutting the grass behind Wossman High School and also thanked Mr. Person for repairing the sidewalks on Oregon Trail; it is appreciated by the citizens in that area. Mr. Clark thanked those citizens who are purchasing adjudicated properties, it helps when the community is buying these properties because it revitalizes the areas in the Districts. Mr. Clark read

an acknowledgement from the Fire Department concerning their Community Outreach effort, "Smoke Alarms Save Lives", this initiative will provide citizens with Smoke Alarms that can be acquired by going to the Public Safety Center, located at 1810 MLK Jr. Blvd; you can call the Fire Department, Chief Terry Williams or the Mayor's Office.

Upon a motion of Dr. Armstrong and seconded by Mr. Wilson, the minutes of the Legal and Regular Session of May 27, 2014 were unanimously approved as presented. (There were no comments from the public).

PRESENTATION: NONE.

PUBLIC HEARINGS: (6PM) (a) A Public Hearing to hear and consider all comments, protests and objections relative to the 2014 Justice Assistance Program (JAG) Grant for the Monroe Police Department. No one came forward with comments, protests or objections. Chairman Clark considered the Hearing closed.

PROPOSED CONDEMNATIONS:

1. 3612 Gayton Street (D3) (Owner - Mattie Little) "**Notice to Show Cause**" was served. Upon a motion by Ms. Blakes, seconded by Dr. Armstrong and unanimously approved to be given 30 days or until July 10, 2014, in which to bring the structures into compliance with the code or demolish the structures and clean the lot. (There were no comments from the public).

Comments: Mr. Kelly reported that the property owner is deceased, but the grandson who pays the property taxes is aware of the problem and doesn't mind the property being demolished, but does not have the funds available to do it himself.

2. 1308 (1304) South 4th Street (D4) - (Owner - Patricia Brown) "**Notice to Show Cause**" was served. Upon a motion by Mr. Wilson, seconded by Dr. Armstrong and unanimously approved to be given 30 days or until July 10, 2014, in which to bring the structures into compliance with the code or demolish the structures and clean the lot.

Comments: Mr. Kelly said the property owner has taken out a demolition permit on May 29th; he said in speaking with them on May 19th, the owner said that the demolition process had started and he does believe the matter will be taken care of.

Ms. Patricia Brown, owner came forward to say that the gentleman who will demolish the building will do it as soon as the weather permits; Ms. Brown stated that she does have the property boarded up, along with no trespassing signs and she said vandals go inside and strip the property of wiring.

Mr. Wilson made an observation to Mr. Janway that he noticed some of the properties are still standing and a gentleman is sleeping in one of the properties on South 4th Street, that have been condemned. He asked how soon are the houses being torn down, as we are using the Public Works Department to do this work. Mr. Janway stated that the crews are keeping up with the Council's actions and are tracking it with a spread sheet that is being given to Council monthly; the spreadsheet entails what phase of the demolition process that the structure is in once they receive the paperwork, if the paperwork is not received then it will not be on the spreadsheet. Mr. Janway asked for the address of the property and would check on the status. Mr. Wilson asked Mr. Janway if he thought they would go back to private businesses tearing down the condemned properties.

ACCEPTANCE OR REJECTION OF BIDS: NONE.

RESOLUTIONS AND MINUTE ENTRIES:

Department of Administration:

(a) Upon a motion by Mr. Wilson, seconded by Ms. Blakes and unanimously approved to Consider request from the Purchasing Division of the Administration Department for authorization from the City Council to advertise for a one (1) year supply contract of Cement, Sand Concrete & Gravel. Funds will be derived from the Inventory Account, which has a balance of \$105,781.00. The divisions will be billed according to purchase.

Comments: Ms. Bradley asked if advertising was the same as putting bids out; Mr. Gibson said yes it was a request to advertise, the same thing.

(b) Upon a motion by Ms. Blakes, seconded by Mr. Wilson and unanimously approved to Consider request from the Purchasing Division of the Administration Department for authorization from the City Council to advertise for a one (1) year supply contract of Janitorial Products. Funds for these purchases will be derived from the Inventory Account, which has a balance of \$105,781.00 and the Divisions will be billed accordingly. (There were no comments from the public).

Department of Planning & Urban Development: NONE.

Legal Department: NONE.

Mayor's Office:

(a) Upon a motion by Mr. Wilson, seconded by Ms. Blakes and unanimously approved to Adopt Resolution No. 6251, authorizing James E. Mayo, Mayor of the City of Monroe, to sign and execute a grant application to the Louisiana Department of Transportation, 2014 Transportation Alternative Program Grant for a Scenic Beautification Project on South Grand Street. (There were no comments from the public).

(b) Upon on a motion by Mr. Wilson, seconded by Ms. Blakes and unanimously approved to Adopt Resolution No. 6252, authorizing James E. Mayo, Mayor of the City of Monroe, to sign and execute a grant application to the Louisiana Department of Transportation, 2014 Transportation Alternative Program Grant for a Scenic Beautification Project on Louisville/Desiard Street Corridor Phase 3.

Comments: Ms. Nell Bradley came forward to ask what the Scenic Beautification Project was. Mr. William A. Guy, Grant Coordinator for the City explained that the grants were for sidewalks and antique lighting. There are a total of four grants: Louisville Avenue to Masur Museum; University Avenue to Lowrey Street; Lamy Lane to University Avenue; Lowrey Street to Kansas Lane; these areas will have sidewalks and street lighting on both sides of the streets. Ms. Bradley commented that she did not think there was enough room for sidewalks along South Grand; Mr. Guy said they would do what they could on South Grand and the Engineers would decide where the sidewalks would go; Ms. Bradley asked if they would all be handicap accessible and Mr. Guy stated that they all would be handicap accessible, 5 feet wide with handicap ramps.

Ms. Blakes asked about the sidewalks for Carroll High School as she has been inquiring about them for some time; Mr. Guy said this was a different grant program and that she is referring to a Safe Routes to school grant and he said it is only for elementary and junior high schools; he said this program will not start until October and the grant will be submitted in November and is taking recommendations for the programs and the schools must be willing participants in the grant process.

(c) Upon a motion by Mr. Wilson, seconded by Ms. Blakes and unanimously approved to Adopt Resolution No. 6253, authorizing James E. Mayo, Mayor of the City of Monroe, to sign and execute a grant application to the Louisiana Department of Transportation, 2014 Transportation Alternative Program Grant for a Scenic Beautification Project on Louisville/Desiard Street Corridor Phase 4.

Comments: Mr. Hackney asked where did the funding for the grants come from. Mr. Guy commented that eighty percent comes from the Federal Highway Department and is passed through to the La. DOTD and the City is responsible for twenty percent of the grant and all engineering. Ms. Nell Bradley asked what the total amount of the grant was. Mr. Rod Guy said the amount for the cost of each grant has not been determined because Denmon Engineering is putting the cost estimates together and he doesn't presently have the costs. Ms. Bradley asked why Denmon, doesn't the City have an Engineering Department; she said some of this need to be questioned.

(d) Upon a motion by Mr. Wilson, seconded by Ms. Blakes and unanimously approved to Adopt Resolution No. 6254, authorizing James E. Mayo, Mayor of the City of Monroe, to sign and execute a grant application to the Louisiana Department of Transportation, 2014 Transportation Alternative Program Grant for a Scenic Beautification Project on Louisville/Desiard Street Corridor Phase 5. (There were no comments from the public).

Department of Public Works:

(a) Upon a motion by Mrs. Ezernack, seconded by Ms. Blakes and unanimously approved to Adopt Resolution No. 6255, authorizing James E. Mayo, Mayor to execute a Maintenance Agreement with the La. Department of Transportation and Development as per the attached agreement and further providing with respect thereto. (There were no comments from the public).

Comments: Mr. Wilson asked how many right-a-way miles was the City mowing. Mr. Janway stated the total mileage was in the contract by type of roadway. Mr. Wilson asked if this was an annual contract and Mr. Janway stated that this was the sixth or seventh year of providing the services, (since 2007). Mr. Wilson said a lot of the City equipment is being used for those services for the state and wanted to know if Mr. Janway thought that the City would be do a better job in the inner city by mowing the lots, ditches in a more timely manner; Mr. Wilson said the highways and right-a-ways are looking good, but the inner city is not looking to par. Mr. Janway said Public Works has six more tractors to cut the road right-a-ways and five more tractors to cut lots and through the month of May, the total lots mowed were 1450 lots mowed since April 1 and he expects to see the productivity increased, but the rain has played havoc with this. Mr. Wilson said he was glad to hear Mr. Janway say that there would be an improvement.

(b) Upon a motion by Ms. Blakes, seconded by Mr. Wilson and unanimously approved to Adopt Resolution No. 6256, accepting the bid of Kutchins and Groh for On-Call Planning and Consultant Services.

Comments: Ms. Nell Bradley asked what the bid amount was and is the service used as an on needed basis; Mr. Ron Phillips said the cost will be determined by the Administrations of each grant and the funds will be paid from the administrative costs of the grants, Federal and State. Ms. Bradley asked how many grant writers did the City have and if someone in the City could write the grants; Mr. Phillips said the grants would be for the FAA and the State Department of Transportation.

Council:

Upon a motion by Ms. Blakes, seconded by Mr. Wilson; Voting Yes: Mr. Clark, Ms. Blakes, Mr. Wilson; Voting No: Mrs. Ezernack; Abstaining: Dr. Armstrong and approved to Adopt Resolution No. 6257, appointing the Monroe Free Press 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. (Blakes).

Comments: Jim Burrell, Advertising Director for the News Star, spoke on behalf of the News Star being selected as the City of Monroe's Official Journal and commented that when choosing the Official Journal, circulation of the paper should be taken into account; public notice is to notify as many people as possible, cost effectively as possible, he thought it was imperative to take into account the number of days that the publication is published; there is a lot of liability if you are not able to keep up with the various statutes for various grants and there are certain notices that must by law published three days in a row or two days, certain times; he told Council that as of the latest current numbers the circulation of the News Star on Sundays is 30,967 and daily it is 26,000 and is substantially higher than the journal being considered by Council.

Mrs. Ezernack asked Mr. Burrell to come back up because she had a question; she stated that she is aware that this was put out for bids and did receive the copies of the bids submitted. She asked Mr. Burrell to explain the column inch and the characters per inch, so that we can know what we are dealing with, apples to apples. Mr. Burrell said he would try to explain; he said there are several considerations to take into account; for example, the News Star is a ten column classified newspaper and in the bid they submitted, they informed Council that they felt they could do it for one dollar eighty an inch and it equates to two hundred characters per inch and as comparing costs of legal, the characters per inch is the most comparable to getting apples to apples; the Free press is getting 300 characters per inch and are getting more characters per inch than the News Star.

Mrs. Ezernack said there have been some instances because of using the weekly paper instead of a daily paper that we have encountered some challenges, because of the advertising requirements. She said she would like to hear from Planning and Zoning and the Bid Department to find out what some of those challenges have been and to estimate how many projects have been delayed.

Ms. Joanne Poret, Planning and Zoning came forward and stated that she did not know how many projects had been delayed, but there have been things delayed; she said it was told that the Free Press takes a week off for holidays and this have delayed several projects at that time; she said our advertisement; when things are sent to Council then Council have to advertise because a meeting have to be skipped in order to get Ordinances adopted and this has delayed some things; she said she doesn't have a number. Ms. Poret stated that her advertising budget has doubled and it depends upon how many cases they have for each Board and how many things are advertised; don't know how much is spent per meeting, but do know since advertising in the Free Press that it has doubled.

Mrs. Ezernack said that is what she is hearing; people that are coming through her Department with certain projects have been delayed from a timely consideration by the Council because of the delay in just being a weekly publication instead of a daily publication.

Mrs. Ezernack asked Mr. Toney Gibson what types of challenges he had encountered with bids, because she have heard some things and read some things.

Mr. Gibson said he had not experienced any issues and the only thing they have had to do when proposals are done was to go out in another publication. He said other than that they have not experienced any problems.

Mrs. Ezernack stated to Mr. Gibson, that they have had to double; Mr. Gibson stated that no one has called and complained about anything, haven't received any complaints; he said the Free Press has worked with them.

Mrs. Ezernack asked Mr. Gibson if they have had to go back and put bids in other publications. Mr. Gibson responded that occasionally they have had to put it in another publication; he said anytime that things are being done for the FAA, it has to be placed in the Baton Rouge Advocate; he said this would have to be placed in the Baton Rouge Advocate even if they were using the News Star.

Mrs. Ezernack stated that she had one other statement that she needed to make.

Mr. Wilson commented that the last few days that he had received a few calls about the Free Press in the ninth hour, but hadn't gotten anything in the past and said that we started out with a little rumble and, there were a few things that had gone wrong; but the Free Press has gotten it together and he had not received any calls until the last few days; things were going good until the ninth hour and he doesn't understand what the problem is; he said no one has called him and he had not received any calls from Ms. Poret or any other department, not even Administration and he thought things were going good.

Mrs. Ezernack made a motion to amend the Resolution to substitute the News Star as the Official Journal in place of the Free Press. The motion failed for lack of second.

Mr. Clark asked if there were any more questions by the Council. Mrs. Ezernack stated that she had received calls from her constituents just because of the lack of information and questions that have led Planning and Zoning to have a lot of challenges and these are the challenges that she have heard with project delays and not being informed and that kind of thing and it behooves us to be able to communicate as we have sat up here and said it is all about the communication and thinks in order to communicate we should go with the journal which reaches the largest population and do know that when the News Star was the Official Journal that the minutes and a lot of other notices were published in the Free Press and if we are going to and it appears that we are going to also appoint the Free Press again this year as the Official Journal, then we need to also be publishing in the News Star just to spread the communication endeavor where everyone is reached with the information; she said she thinks this would help with the adjudicated property information, that is where this information had been seen at that particular point.

Mayor Mayo stated that the comment made, that was thinking that everything was okay, he doesn't know where those comments came from; we have been saying this all along that there have been some challenges with having a weekly newspaper and when this passes we will start getting calls like we did the last time concerning it because they think that the Administration is initiating this and we have referred those calls to the Council. We are having challenges and Ms. Poret indicated the paper is off a week for Christmas, it is more than a week it is almost a month off for Christmas and when the Free Press takes off for a week or two before Christmas and then don't come back until the second week in January, then you are talking about a whole month where you can't do anything; all of the projects that we have are on hold and there are so many other issues, but to say there hasn't been any problems; this is what we have been talking about for a whole year.

Department of Community Affairs:

Upon a motion by Mr. Clark, seconded by Ms. Blakes, and unanimously approved to add to the Agenda to Accept the Bid of RDR Construction, LLC, Monroe, LA for the remodeling of the Animal Diet Kitchen located at the La. Purchase Gardens and Zoo as recommended by the Director of Administration. (There were no comments from the public).

Upon a motion by Mr. Wilson, seconded by Ms. Blakes, and unanimously approved to Accept the Bid of RDR Construction, LLC, Monroe, LA for the remodeling of the Animal Diet Kitchen located at the La. Purchase Gardens and Zoo as recommended by the Director of Administration.

Comments: Ms. Bradley came forward and asked for the amount of the bid. Mr. Barnes stated the bid amount was \$33,780 and is coming from the Mayor's Economic Development Fund and it has a \$50,000 commitment and is spending only the \$33,780. Ms. Bradley asked if it was okay to use this funding source for the Zoo and Mr. Barnes answered yes.

Police Department: NONE.

Fire Department: NONE.

Engineering Services:

(a) Upon a motion by Ms. Blakes, seconded by Mr. Wilson and unanimously approved to Adopt Resolution No. 6258, 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, 2014 and ending June 30, 2015, 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.

Comments: Ms. Johnnie Thomas asked if there was a list of lights within the City of Monroe to be considered. Ms. Golden said, yes, there are 76 lights and they are itemized in the document.

Ms. Bradley asked if we had to pay for this or is this just giving them permission to handle this service; Ms. Golden said the Department of Transportation pays the City of Monroe about \$180,000 per year for the city services to maintain the traffic signals on the state system and the money is coming into the City from the State. Ms. Bradley said it was good information to know that City employees can change out the state lights.

Mr. Wilson asked about South 8th and Texas Avenue being included in this agreement. Ms. Golden stated that location does not have signal lights and therefore is not included in the agreement. Mr. Wilson asked Ms. Golden if she was still working on the roundabout and she stated that the Council at the last meeting authorized the engagement of Neel Schaffer and that contract is in place now and will be scheduling a meeting and will ask about a work order task estimate and conferring with the Mayor to take it to the next step. Mr. Wilson congratulated Ms. Golden on receiving her La. license.

Ms. Johnnie Thomas asked that the city would be concerned about not only the beautification of the city but the safety of the city. She asked that the city would consider adopting the corner of South 8th and Texas Avenue.

INTRODUCTION OF RESOLUTIONS & ORDINANCES:

(a) Upon a motion by Ms. Blakes, seconded by Mr. Wilson and unanimously approved to Introduce an Ordinance authorizing James Mayo, Mayor, to enter into and execute a Lease Agreement between the City of Monroe and Onyx Advertising at the Airport, for certain property located at the Monroe Regional Airport, and further providing with respect thereto. (Airport)

Comments: Ms. Nell Bradley asked how much rent did the City get for the office space. Mr. Phillips said the city gets \$1200 annually for the 10x11 space. Ms. Bradley asked if he said \$100 per month and Mr. Phillips said yes. She said it was a mighty cheap price to her. She asked if the utilities were furnished and he said yes they were furnished. She said it is mighty cheap if the utilities are furnished and said the Council better wake up.

(b) Upon a motion by Mr. Wilson, seconded by Ms. Blakes and unanimously approved to Introduce an ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana and authorize the Clerk to publish notice of Public Hearing to extend a B-3 General Business/Commercial District to include a .34 acre (more or less) tract of land, presently zoned R-1, Single Family Residential, located in Ouachita Parish and more particularly described as follows: 107 and 109 Masonic Avenue – APPLICANT- David Moses - (P&Z) (There were no comments from the public).

(c) Upon a motion by Mr. Wilson, seconded by Ms. Blakes and unanimously approved to Introduce an ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana and authorize the Clerk to publish notice of Public Hearing Map to extend a B-3 General Business/Commercial District to include a .44 acre (more or less) tract of land, presently zoned B-1, Neighborhood Mixed-Use District, located in Ouachita Parish and more particularly described as follows: 801 Bres Avenue – APPLICANT - Frank Feedback - (P&Z)

Comments: Ms. Blakes asked if the homeowners had been aware of the Ordinance. Ms. Poret said that this Ordinance is for 801 Bres Avenue and they do send letters to property owners who live within 300ft. of the property being rezoned.

(d) Upon a motion by Mr. Wilson, seconded by Ms. Blakes and unanimously approved to Introduce an ordinance adopting and amending the Zoning Map for the City of Monroe, Louisiana and authorize the Clerk to publish notice of Public Hearing to rezone a total of 93.96 acres (more or less) tracts of land located in Ouachita Parish – APPLICANT – City of Monroe-(P&Z). (There were no comments from the public).

(e) Upon a motion by Ms. Blakes, seconded by Mr. Wilson and unanimously approved to Introduce an Ordinance authorizing the City of Monroe to acquire a certain 0.424 +/- acre tract of real property from Sunset Realty, Inc. situated in Ouachita Parish for the purpose of construction of the underground pump station in connection with the north area sewer project, and further providing with respect thereto. (Eng.) (There were no comments from the public).

RESOLUTIONS AND ORDINANCES FOR SECOND READING AND FINAL

ADOPTION:

(a) Ordinance No. 11,475, was offered for final adoption by Dr. Armstrong and on his motion seconded by Mr. Wilson extending and enlarging the boundaries of the City of Monroe, Louisiana, providing for the recordation of the entire boundary as amended: establishing the effective date thereof, and providing further with respect thereto - APPLICANT – Claiborne Place Condominiums Homeowners Association (P&Z)

The Chairman opened the Public Hearing and seeing no one come forward the Hearing was declared closed.

(b) Ordinance No. 11,476, was offered for final adoption by Dr. Armstrong and on his motion seconded by Ms. Blakes, adopting and amending the Zoning Map for the City of Monroe, Louisiana to zone a ±5.06 acre tract of land, more or less, presently located in Ouachita Parish to R-4, High Density Residential District. This property presently does not have zoning classification as it is being annexed into the city and is more particularly described as follows: Units 1-18, Claiborne Place Condominiums and otherwise known as 3900 Chauvin Lane - APPLICANT - Claiborne Place Condominiums Homeowners Association (P&Z)

The Chairman opened the Public Hearing and seeing no one come forward the Hearing was declared closed.

(c) Ordinance No. 11,477 was offered for final adoption by Dr. Armstrong and on his motion seconded by Ms. Blakes adopting and amending the Zoning Map for the City of Monroe, Louisiana to rezone a ±4.14 acre tract of land presently zoned O-S, Open Space/Recreation District to B-3, General Business/Commercial District, presently located in Ouachita Parish and more particularly described as follows: 4400 DeSiard Street – APPLICANT – Polestar Development (P&Z)

The Chairman opened the Public Hearing and seeing no one come forward the Hearing was declared closed.

(d) Ordinance No. 11,478 was offered for final adoption by Ms. Blakes and on her motion seconded by Dr. Armstrong adopting and amending the Zoning Map for the City of Monroe, Louisiana to rezone a ±.14 acre tract of land presently zoned R-4, High Density Residential to B- 2, Neighborhood Business District, presently located in Ouachita Parish and more particularly described as follows: 4250 DeSiard Street – APPLICANT – Taylor-Robertson, LLC (P&Z)

The Chairman opened the Public Hearing and seeing no one come forward the Hearing was declared closed.

(e) Ordinance No. 11,479, was offered for final adoption by Mr. Wilson and on his motion seconded by Ms. Blakes adopting and amending the Zoning Map for the City of Monroe, Louisiana to rezone an existing B-2, Neighborhood Business District to a B-3 General Business/Commercial District presently located in Ouachita Parish and more particularly described as follows: 1840 McKeen Place - APPLICANT: Polestar Development (P&Z)

The Chairman opened the Public Hearing and seeing no one come forward the Hearing was declared closed.

(f) Ordinance No. 11,480, was offered for final adoption by Dr. Armstrong and on his motion seconded by Ms. Blakes adopting and amending the Zoning Map for the City of Monroe, Louisiana to rezone a ±5.79 acre tract of land presently zoned B-1, Neighborhood Mixed Use District and R-1, Single Family Residential to B-3, General Business/Commercial District, presently located in Ouachita Parish and more particularly described as follows: 4450 DeSiard Street – APPLICANT - RCH Company, Inc. (P&Z)

The Chairman opened the Public Hearing and seeing no one come forward the Hearing was declared closed.

CITIZENS PARTICIPATION:

1. Mr. Wayne Hackney said there were a lot of things that went on tonight that could have taken place at a pre council meeting and that pre council meetings were held in the past. He said the trash has been a problem and nothing has been done; you can drive through south Monroe and find piles of trash that have been there for over a year. He said there are questions that can't be answered or won't be answered. There are people in positions that can get it done, but will not get it done. There are lots that need mowing and the grass is very tall. He said you can't drive on the North side of town and find lots with high grass because there are mowing machines on the Northside constantly. He said Mr. Mayo and Mr. Clark were on TV the other day and talked about what need to take place in South Monroe, but this is as far as it gets, it's discussed but nothing is ever done about it. He said a city councilman in South Monroe that doesn't do a thing, don't see him riding around; there are boarded up houses and would like to see an Ordinance passed that when a house has burned and boarded up and if it stays boarded up for six months to a year that it should be condemned and torn down.

2. Ms. Nell Bradley said she visited the Johnson Recreation Center and asked Mr. Ross about the handicap lift chairs and understood that they are there in a box. She asked when would the pool be opened; Ms. Bradley also said there was a leak in the back of the gym and that the floors are buckled; she said that the floor was expensive and said a new roof had been put on the center; she asked if the leak was fixed at Emily P Robinson Center; She commented that she asked at the last Council Meeting about the liquor license for the 800 Washington Street Bar and asked if anyone had followed up and said that she requested information and had not received any.

Mr. Clark asked that Ms. Bradley get with the proper City Employees to get her questions answered. Mr. Tim Lewis on the liquor license and Mr. Ross for the Community Centers.

3. Ms. Earline Bryant said Mr. Hopkins and his staff were on Polk Street and are cleaning out the ditches and cutting the vacant lots on her street; She said he told her that they would get all of the streets, it is a matter of time; she thanked them and appreciated them for their work; Ms. Bryant commented about the sagging pants and said now they are walking the streets in their pajamas and said something must be done about this problem.

4. Mr. Laith Qaisi said a tree had fallen on the house that his dad owns and the tree has been removed and that they have cut the tree up and are waiting for the city to pick up the tree. He said the house has a hole in the roof, but that he is waiting for his dad to come from overseas and that he should be back to the US during the latter part of August and would ask that they would be given time before the process of condemning the property begins. Mr. Clark asked that Mr. Qaisi get with Mr. Kurt Kelly of Code Enforcement.

5. Ms. Johnnie Thomas came forward and stated to Mr. Hackney that Councilman Wilson does an excellent job checking on District 4; she stated that everyone should help each other out, as we are our brother's keeper; Ms. Thomas stated that everyone is responsible for making sure that their area in the neighborhood is clean; she said the people on the North side are together and the people on the South side can be together too; she said we may not have what they have but that we are supposed to keep it clean and be grateful; she said that Mr. Wilson should not be singled out for what he doesn't do, because he does take care of his District.

6. Ms. Benya Marshal came forward to ask the City and Council to repair the bridge over the canal ditch near Bethel Baptist Church. She said the bridge is in need of repair and feels it has been put on the back burner for some time. She asked Ms. Blakes if they had done anything about the bridge; she said she was scared for the children that are walking across the bridge and for cars that are driving across the bridge.

Ms. Blakes stated that she has looked into it and that it is on her wish list of things to do in her District to be taken care of.

7. Mr. William DeGrate spoke about the Chief of Police, Holmes; he said he had spoken with Mayor Mayo about Chief Holmes. He said some things that occurred when Chief Sleuter was on is when you would read the Free Press, you had people with black eyes, patches of hair knocked out of head; he said since Chief Holmes has been the Chief, some of this has stopped and that he is pleased that it has, but he is concerned about what is going on now with Chief Holmes and believes that the problem now is that the Chief has the wrong people watching his back. He said when you call 911, the Chief is at home and that he has Supervisors that are not doing their jobs; he said when you call the police they do not come out and that this is not on the Chief; he said he is proud of the Chief; Mr. DeGrate said the officers will stop a man on the street who has a wine bottle and take them to jail, but will not stop a man on a bicycle who is carrying someone's entire household goods away on a bicycle; he said the police is spending their time on the wrong things. He said he called the police yesterday and it was an entire hour before they came and then he did not need them anymore. He asked that the Mayor work with the Chief; he stated that people are retiring from the Police Department because they don't want the Black man over them; they are moving to the Parish and it is very clear about what is going on in the Police Department. He said he has not seen anything about a person in the Free Press or Dispatch with patches of hair knocked out and said he was hopeful that the Chief would get himself together and those officers that are not working with him, that he would send them to the dog pound and airport and get them away, so that he could do a good job.

There being no further business to come before the council, the meeting was adjourned at 7:21 p.m., upon motion of Ms. Blakes and seconded by Mr. Clark.

Mr. Eddie Clark
Chairman

Carolus S. Riley
Council Clerk

Jacqueline Benjamin
Council Secretary

*For extended details on the council meeting please call the Council Clerk Monday-Friday at 329-2252 to schedule an appointment to listen to the minutes tape.



Downtown Economic Development District

Vision – Establish downtown as a destination to live, work, and play.

Areas of focus are economic development, business recruitment, business retention, marketing, and historic preservation.

Mission – Create attractive and physical economic conditions in downtown Monroe.

DEDD Financials - **\$7, 348.91**

- Donated by *Downtown Monroe Alliance* with money raised from a downtown development fundraiser

I began working with DEDD in August 2009. Since that time DEDD has done the following:

- Worked to make sure the \$490,375 remaining for original construction of the Riverwalk was used. There was approximately \$800,000 leftover, but because we had not used it we lost these funds. Developed RiverMarket as it has been known that Farmer's Markets and public markets have been successful in the revitalization of downtown areas.
- Developed a plan for the \$250,000 capital outlay that was designated for riverfront development. It was determined that this should be used to build floating docks to provide access to the river and downtown.
- Created a new Downtown Monroe website to provide info about downtown and market assets.
- Worked with the city to get grant for Desiard Street for lighting and sidewalks.
- Worked with Monroe Transit to get grant for traffic study to determine if one-way streets can be made into 2-way streets. This study will help decide if a parking garage is needed, and if so what size and where should it be located. It will also identify other traffic needs.
- Applied for capital outlay funding for Riverwalk Project. We are wanting \$475,000 capital outlay for the \$3.5 million dollar expansion and revitalization project.
- Developed an e-newsletter for downtown businesses, volunteers, and professionals.
- Had I-20 development signage directing traffic to downtown area
- Working on grants for Walnut/ South Grand for lighting and sidewalks.
- Lead efforts in getting North 2nd renamed to Art Alley to assist with marketing. It would also allow people to locate the area on GPS and other maps.

Other development has been spurred with the work of DEDD and the development of the RiverMarket. We have several new businesses and restaurants, for example, Rain the Salon, Duck & Dressing, Luna Blue yoga, First Choice Hospice, Restorative Home Care, 141 Lofts, River & Rail, Don Tomas, Tipitina's. The restoration of several buildings has begun. There are more businesses on the way.

The DEDD works with the Downtown Monroe Alliance.

CITY OF MONROE
Monroe, Louisiana
Combining Schedule of Revenues, Expenditures,
and Changes in Fund Balances
Nonmajor Governmental Funds

	Downtown Economic Development		Downtown Riverfront Market	
	FYE 2013	FYE 2014	FYE 2013	FYE 2014
REVENUES				
Intergovernmental				
State grants			\$ 24,767	\$ 6,010
Local grants	\$ 29,050	\$ 250	46,040	27,876
Fees, charges and commissions for services			8,441	95,231
Other revenues				14,000
Total Revenues	29,050	250	79,248	143,117
EXPENDITURES				
Culture and recreation			206,608	247,966
Economic development and assistance	16,095	8,810		
Total Expenditures	16,095	8,810	206,608	247,966
Excess (deficiency) of revenues over expenditures	12,955	(8,560)	(127,360)	(104,849)
Other Financing Sources (Uses)				
Transfers in			127,360	104,849
Transfers out		(23,594)		
Total other financing sources (uses)		(23,594)	127,360	104,849
Net changes in fund balances	12,955	(32,154)	-	-
Fund balances - beginning	26,548	39,503		
Fund balances - ending	\$ 39,503	\$ 7,349	\$ -	\$ -

CITY OF MONROE
 Monroe, Louisiana
 Statement of Net Position

	Downtown Economic Development		Downtown Rivermarket	
	FYE 2013	FYE 2014	FYE 2013	FYE 2014
ASSETS				
Cash and cash equivalents	\$ 39,503	\$ 7,349	12,676	\$ 14,383
Due from other funds				
Total Assets	<u>\$ 39,503</u>	<u>\$ 7,349</u>	<u>\$ 12,676</u>	<u>\$ 14,383</u>
LIABILITIES AND FUND BALANCES				
Liabilities				
Accounts and retainage payable			\$ 11,268	\$ 14,383
Due to other funds			1,408	
Total Liabilities			<u>12,676</u>	<u>14,383</u>
Fund Balances				
Spendable				
Assigned	39,503	7,349		
Total Fund Balances	<u>39,503</u>	<u>7,349</u>		
Total Liabilities and Fund Balances	<u>\$ 39,503</u>	<u>\$ 7,349</u>	<u>\$ 12,676</u>	<u>\$ 14,383</u>

DOWNTOWN

MONROE ALLIANCE

Mission- To stimulate the downtown development and revitalization of Monroe.

DMA follows the Louisiana Main Street 4-point approach: organization, promotion, economic restructuring, and design.

Committees were formed to assist DEDD. These committees were patterned after the Louisiana Main Street Program. These committees become the non-profit Downtown Monroe Alliance.

- Founded Downtown River Jam that has brought approximately an average of 600 people to each event. The more people that come downtown the more businesses want to potentially locate in the area.
- Started beautification efforts including the spruce up of Anna Gray Noe Park, Bry Park, Art Alley, and other parts of Desiard.
- Assisted with developing plan to build the RiverMarket
- Obtained a grant for decorative crosswalks - \$23,000
- Received a \$5,000 grant for Christmas Lighting
- Partnered with Louisiana Small Business Development Center to provide educational seminars for the businesses to stay current with trends and marketing opportunities to stay competitive.
- Started marketing efforts including the annual magazine, Facebook, TV and radio commercials, and morning shows.
- Started co-op advertising for businesses in downtown to share advertising to reduce expenses
- Hosted Commander Christmas that brought thousands to the area, 1758 people stayed in hotels with an additional 3 tour buses coming from Little Rock, AR. The RiverMarket had a record number of vendors totaling 236 for this event. Raised \$44,000 for the food bank. Monroe received national exposure.
- Developing the new branding campaign of DoMo.
- Downtown Monroe Alliance applied for to the Louisiana Main Street program and received the designation in 2014.



Mission – To serve as a gathering place and a launching pad for small businesses, and establish downtown as a shopping and entertainment destination.

Goals

- 1.) To provide fresh, quality food choices including produce and prepared foods.
- 2.) To provide small family farmers a venue to sell their goods.
- 3.) Provide education on healthy eating and making good food choices.
- 4.) To establish downtown as a shopping and entertainment destination.
- 5.) To serve as a catalyst for re-investment in the downtown area, a springboard for new development.
- 6.) To attract visitors to the area.
- 7.) To host a RiverMarket that is designed to become the pride of our community.
- 8.) To create entrepreneurial opportunities by providing a launching pad for new entrepreneurs and small businesses. To provide a low – cost storefront, provide advertising, and a shopping environment.
- 9.) To serve as a community gathering place.
- 10.) To provide cultural activities.
- 11.) To assist with beautification to make area attractive to visitors.
- 12.) To host a festival that will celebrate downtown and highlight the river as one of our best assets.

We have approximately 30 new businesses that were established when the market opened. Deidre McGehee and Chabaket Simpson Clay Flowers opened storefronts as well as being a vendor at the market. Vendor Main Street Trends opened its second location.

We have an average of 70 vendors each market day. We also have youth entrepreneurs. Some business have used the RiverMarket as a test market & marketing tool to launch their products and businesses for example, Duck Dynasty, Norris Dog Food, Bayou Gypsy and Hemline.

The RiverMarket received nominations for Best of the Delta 2013 “Best Attraction.” We lost to Duck Dynasty.

The RiverMarket has also become a destination for weddings and other events. Numerous weddings take place there on a regular basis, with addition to St. Francis and the Children’s Coalition holding their annual events at the market. Duck Commander River Cruises have also started.

The RiverMarket has attracted visitors from California, Georgia, Illinois, Iowa, Missouri, Mississippi, Ohio, Pennsylvania, South Carolina, Tennessee, and Texas. With vendors also coming from Alabama, Texas, and Missouri.

Testimonials - River & Rail confirmed biggest Saturday lunches are when the RiverMarket is opened.

Community Trust Bank - Community Trust Bank has been honored to partner with the City of Monroe as title sponsor of the RiverMarket. We are always eager to enhance relationships with the communities we serve and we believe the RiverMarket is a great way to showcase what Monroe has to offer. The events that take place throughout the year serve as an economic development arm for the entire city and parish. People come to enjoy the scheduled events, the shopping experience, the beauty of the Ouachita River, and the history of Downtown Monroe. We look forward to continuing our relationship with the City and the Downtown Monroe Alliance to drive the economic growth of the area.

RiverMarket gross sales reported for vendors 2013 - **\$57,626.26**



CITY OF MONROE, LOUISIANA

LEGAL DEPARTMENT
CIVIL DIVISION

TEL (318)329-2240 FAX (318)329-3427
400 Lea Joyner Memorial Expressway
P.O. Box 123
Monroe, Louisiana 71210-0123

ANGIE D. BALDWIN
Assistant City Attorney

COURTNEY JOINER
Assistant City Attorney

NANCI S. SUMMERGILL
City Attorney

MEMO

DATE: June 16, 2014

TO: CARLOS RILEY

FROM: BROWNIE BARBO

RE: CONDEMNATIONS FOR CITY COUNCIL ON JUNE 24, 2014

Please add the following condemnation to the agenda for the City Council on
JUNE 24, 2014

1. 701 Pecan Drive (D4) (owner - Dennis W. & July Ann Hall)
2. 105 Malvern Street (D5) (Owner - Patricia Bell Cloman)
3. 1600 Riverside Drive (D3) (Owner - Lafitte Investments (J Hakim;
Ouachita Independent Bank)

c: Deidra Elliott
Catherine Robinson
Alicia Murphy
Curt Kelly
Karen Wilson
Hubert Murphy



CITY OF MONROE, LOUISIANA
MAYOR - COUNCIL GOVERNMENT

Department of Administration

Purchasing Division
Central Warehouse

June 16, 2014

Mayor James E. Mayo

Mr. David Barnes, Jr.
Director Of Administration

MS. Carolus Riley
City Clerk

Bids were received and opened on June 4, 2016 for a one (1) year supply contract of Petroleum Products Ref Bid # 85-1422. Seven (7) bid packets were mailed and two (2) bid responses were received. Please note one (1) additional was received however it was rejected due to being late.

The Purchasing Division recommends awarding this bid on a split low basis to Central oil & Supply of Monroe, LA and Smitty's of Shreveport, LA. Items are to be provided on an as needed basis. Funds for these Purchases will derived from the Inventory Account 1000-1410.001.

Central Oil & Supply awarded Item # 6, 15, 27, 33, 38 & 42.

Smitty's awarded Item # 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32, 34, 35, 36, 37, 39, 40, 41 & 43.

Respectfully Submitted,

Handwritten signature of Toney L. Gibson in cursive.

Toney L. Gibson, Buyer
Purchasing Division

Cc: Mr. David Barnes, Jr.
Mr. Greg Yoes, Purchasing Manager

Attachments



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: 6-4-2014

Business Name: SMITTY'S SUPPLY, INC.

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

Business Address: 6720 SIPPEL City: SHREVEPORT State: LA Zip: 71106

Contact Name: JOHN BREWTON Phone: 318-469-7809

Fax No: 318-219-2973 Email: JBREWTON@SMITTY'SIN.NET

City of Montoe Occupational License #: N/A 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 #: _____

DO NOT WRITE BELOW THIS LINE!!

FOR TAXATION & REVENUE DEPARTMENT USE ONLY!!!

Business has a current City of Montoe occupational license? Yes 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: 6-12-14



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: 6/3/14

Business Name: CENTRAL OIL & SUPPLY

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

Business Address: 2300 BOOTH ST City: MONROE State: LA Zip: 71201

Contact Name: ANNA ROBERTSON Phone: 318-388-2602

Fax No.: 318-323-1154 Email: arobertson@central-oil.com

City of Monroe Occupational License #: 8005 Year: 2014

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 #: 125952

DO NOT WRITE BELOW THIS LINE!!

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: 6-12-14

Contract: 45-00000017 CEMENT SAND GRAVEL & CONCRETE

Vendor# : 1249 CENTURY

-Change Description-

RP0140S1-

Type options, press Enter.
2=Change 5=Display 4=

Request #: 900303179

GRANITE CRUSH CLASS 2 BASE

Opt	Commodity Code	Descri
20	750.70.01538	CONCRE
20	750.70.01752	FILL F
20	750.77.02017	GRANIT
20	750.77.02019	GRAVEL

COMM CODE: 750.77.02017

CONTRACT # 45-17

EXPIRATION DATE: 05/12/2014

REF BID # 85-0044

Bottom

-F3=Exit

F4=Prompt

F6=Add

-F3=Exit

F20=Update

F22=More Keys-

Kenneth
267-8276



CITY OF MONROE, LOUISIANA
MAYOR - COUNCIL GOVERNMENT

Department of Administration

BID TABULATION
PETROLEUM PRODUCTS Ref # 85-1422
2:00 PM 06/05/2014

Purchasing Division
Central Warehouse

Vendor	Central Oil	Smitty's		
Address	Monroe, LA	Shreveport, LA		

1. Antifreeze/Case	\$48.78	\$44.00		
2. Antifreeze-Rotella Extended Drum	\$618.44	\$611.25		
3. Antifreeze Rotella Extended Gallon	\$10.36	\$9.36		
4. Antifreeze/Drum	\$521.27	\$405.00		
5. Antifreeze/Drum	\$421.05	\$391.25		
6. Brake Fluid Bottle	\$1.20	\$1.48		
7. Varsol/ Gallon	\$321.56	\$311.12		
8. Grease/multipurpose/ Containers	\$2.61	\$1.91		
9. Grease/Multipurpose/ Drum	\$1033.26	\$475.00		
10. Grease/Multipurpose/ Keg	\$298.38	\$155.00		
11. Grease Heavy Duty Cartdridge	\$3.36	\$1.91		
12. Grease-Heavy Duty Pail	\$139.52	\$70.00		
13. Heavy Grease Keg 16 Gallon	\$380.94	\$241.00		

1014 Grammont Street, Monroe, Louisiana 71201

BID TABULATION
 PETROLEUM PRODUCTS Ref # 85-1422
 06/05/2014

Vendor	Central Oil	Smitty's		
Address	Monroe, LA	Shreveport, LA		

14. Grease Moly/Red Keg	\$456.35	\$175.00		
15. Kerosene/Drum	\$277.44	\$330.00		
16. Fluid Transmission Dextron III Bulk	\$7.07	\$5.95		
17. Fluid Transmission Dextron III Drum	\$412.75	\$5.95		
18. Transmission Fluid Case	\$28.20	\$24.50		
19. Fluid Transcend Synthetic Drum	\$1621.30	\$645.94		
20. Fluid Transcend Synthetic Gallon	\$31.22	\$10.99		
21. Transmission Syn.	\$1621.30	\$10.99		
22. Oil SAE 15W40 Case	\$43.86	\$33.00		
23. Oil -10w30 Case	\$43.73	\$21.00		
24. Oil-SAE 30 Gallon	\$10.93	\$6.45		
25. Oil SAE 30 Drum	\$705.65	\$370.00		
26. Oil- Motor Sae 40 Gallon	\$12.83	\$6.75		

BID TABULATION
 PETROLEUM PRODUCTS Ref # 85-1422 06/05/2014

Vendor	Central Oil	Smitty's		
Address	Monroe, LA	Shreveport, LA		

27. Oil-Motor 5W30 Gallon	\$23.82	\$5.96		
28. Oil- 5w20 Case	\$37.36	\$22.00		
29. Oil- 5w20 case	\$81.14	\$18.00		
30. Oil Sae 30 Case	\$37.60	\$23.00		
31. Oil-Synthetic 15W40 Case	\$12.47	\$6.75		
32. Oil – SAE 15w40 Drum	\$719.40	\$399.75		
33. Oil –SAE 5w30 Syn	\$71.45	\$21.95		
34. Oil-Syn Plus SAE	\$132.12	\$34.00		
35. Oil- Sae Syn 15w40 Bulk	\$20.39	\$11.25		
36. Oil-Gear 80w90 Pail	\$45.44	\$40.95		
37. Oil-Gear Sae 85/140 Drum	\$499.83	\$465.00		
38. Oil-Gear 85w40 Quart	\$3.73	\$4.94		

BID TABULATION
 PETROLEUM PRODUCTS 85-1422 06/05/2014

Vendor	Central Oil	Smitty/s		
Address	Monroe, LA	Shreveport, LA		

39. Hydraulic 68 Gallon	\$5.90	\$4.94		
40. Oil Hydraulic 68 Drum	\$348.58	\$304.25		
41. Oil 75w90 Syn. case	\$119.50	\$47.50		
42. Power Steering Fluid Case	\$15.88	\$18.45		
43. Prevention Rust & Corrosion	\$7.93	\$1.64		

Respectfully Submitted,

Toney L. Gibson
 Toney L. Gibson
 06/05/2014



CITY OF MONROE, LOUISIANA
MAYOR - COUNCIL GOVERNMENT

Department of Administration

Purchasing Division
Central Warehouse

June 16, 2014

Mayor James E. Mayo

Mr. David Barnes, Jr.
Director Of Administration

MS. Carolus Riley
City Clerk

Bids were received and opened on June 3, 2016 for a one (1) year supply contract of Office Supplies Ref Bid # 85-1421. Eighteen (18) bid packets were mailed and five (5) bid responses were received. Parker Wholesale of Bastrop, LA Stuarts of West Monroe, LA OfficeLink of Monroe, LA, Peregrine Corporation of Monroe, LA and Quill Corporation of Lincolnshire, IL.

The Purchasing Division recommends awarding this bid on a split low basis to Parker of Bastrop, LA, Stuart's of West Monroe, LA, OfficeLink of Monroe, LA, Peregrine Corporation and Quill Corporation of Lincolnshire, IL. Items are to be provided on an as needed basis. Funds for these Purchases will derived from the Inventory Account 1000-1410.001.

Parker awarded Item # 11, 1228, 29, 33, 48, 49, 50 & 54.

Stuart's awarded Item #43, 45, 46 & 47.

Office Link awarded Item # 8, 14, 15, 1618, 19, 22, 31, 34, 35, 44, 51, 56 & 68.

Peregrine Corporation awarded Item # 2, 7, 14, 21,37, 41, 42, 59, 66 & 67.

Quill Corporation awarded item # 1, 3, 4, 5, 6, 9, 10, 17, 20, 23, 24, 25, 26,27, 30, 32, 36, 38, 39, 40, 52, 53,55, 57, 58, 60, 61, 62, 63, 64 & 65.

Respectfully Submitted,

Toney L. Gibson, Buyer
Purchasing Division

Cc: Mr. David Barnes, Jr.
Mr. Greg Yoes, Purchasing Manager

Attachments



**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: 6-2-14

Business Name: Stuart's of El Dorado

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

Stuart's of North LA

Business Address: 109 Brent, STE A City: West Monroe State: LA Zip: 71292

Contact Name: Cyndi Traylor Phone: 318-325-4040

Fax No.: 318-325-4021 Email: Cyndi@Stuartsop.com

City of Monroe Occupational License #: N/A 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 #: 762116

DO NOT WRITE BELOW THIS LINE!!

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: _____

[Handwritten mark]



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: 6/3/14

Business Name: Executive OfficeLinx dba OfficeLinx

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

Business Address: 107 Melvin Dr City: Monroe State: LA Zip: 71203

Contact Name: Steven Kent Phone: 318 322 1951

Fax No.: 318-343-6171 Email: SKent@shopofficelinx.com

City of Monroe Occupational License #: 1400007149 Year: 2014

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 #: 2486 234100

DO NOT WRITE BELOW THIS LINE!!

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: 6-12-14

816



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: 6-2-2014

Business Name: PEREGRINE CORP

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

Business Address: 504 N. 17th St. City: MONROE State: LA Zip: 71201

Contact Name: DENNIS ANDERS Phone: 318-998-4122

Fax No.: 318-325-4763 Email: ANDERS@PEREGRINE CORP

City of Monroe Occupational License #: 095245 Year: 2011

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 #: 613586

DO NOT WRITE BELOW THIS LINE!!

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: 6-12-14

[Handwritten initials]



City of Monroe, Louisiana
Taxation & Revenue Division
Mayor - Council Government

BS

SALES TAX COMPLIANT RESEARCH FORM

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

Today's Date: 5-29-2014

Business Name: Quill Corporation

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

Business Address: 100 Scheller Rd City: Lincolnshire State: IL Zip: 60069

Contact Name: Conni Ciffone Phone: 800-634-4809

Fax No.: 800-789-2016 Email: bid@quill.com

City of Monroe Occupational License #: N/A 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: See attached

Ouachita Parish Sales Tax Account #: N/A

DO NOT WRITE BELOW THIS LINE!!

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: 6-12-14

Handwritten initials



**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: 6/1/2014

Business Name: Parker Wholesale Paper & Janitorial Supplies

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

Business Address: 9060 Industrial Dr
P.O. Box 751 City: Bastrop State: LA Zip: 71221

Contact Name: BRENDA FARRAR Phone: 318-281-4293

Fax No.: 318-281-4301 Email: parker-wholesale@bayou.com

City of Monroe Occupational License #: NA 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 #: 598000

DO NOT WRITE BELOW THIS LINE!!

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: *B. Davis*

Date: 6-12-14

Bid Tabulation
Office Supplies One Year Supply
Ref # 85-1421
06/03/2014

VENDOR	Stuart's	Quill Corp.	Peregrine Corp	Executive
ADDRESS	W.Monroe, LA	Lincolnshir, IL	Monroe, LA	
1. Compressed Gas Duster	\$ 4.38	\$ 2.82	\$ 8.94	\$4.36
2. Surge Suppressor	\$37.84	N/B	\$19.38	N/B
3. Clap Envelope 6x9	\$ 8.19	\$ 4.05	\$7.36	\$ 5.79
4. Clap Envelope 9x12	\$ 8.58	\$ 5.09	\$7.47	\$ 6.55
5. Clap Envelope 10x13	\$11.06	\$ 5.77	\$ 9.22	\$7.80
6. Clap Envelope 10x15	\$15.60	\$ 7.71	\$13.21	\$13.91
7. Hole Punch 2	\$19.66	\$ 9.54	\$ 4.49	\$ 4.61
8. Hole Punch 3	\$ 4.26	\$ 4.96	\$ 4.24	\$ 3.99
9. Scissors	\$1.83	\$.78	\$ 1.67	\$ 2.62
10.Staple Remover	\$.41	\$.30	\$.31	\$ 1.15
11.Stapler	\$ 2.94	\$ 2.54	\$ 2.69	\$ 2.99
12.Paper Adding Mach.	\$50.81	\$28.00	\$43.78	N/B
13.Binder 3-Ring 1"	\$ 1.49	N/B	\$ 5.80	\$ 1.19
14.Binder-Data Hanging 8	\$10.09	N/B	\$ 6.32	\$ 6.54
15.Binder-Data Hanging14	\$ 8.20	N/B	\$ 5.75	\$ 4.58
16.Recipt Book Money	\$ 7.88	N/B	\$11.27	\$ 7.12
17.Clippboard Letter size	\$ 1.08	\$.80	\$ 1.24	\$ 1.05
18.Correction Film Refil	\$ 3.78	N/B	\$ 2.47	\$ 2.06
19.CorrectionFilm REfill	\$ 2.80	N/B	\$ 1.87	\$ 1.61
20.Correction Pen	\$ 2.18	\$ 1.28	\$ 1.62	\$ 2.69
21.Covers manuscript	\$21.64	N/B	\$12.08	\$16.62
22.Labels-File Folder	\$ 2.74	\$ 1.19	\$ 2.06	\$ 1.07
23.Tabs-Insertable Clear	\$.65	\$.21	\$ 1.75	\$.44
24.File Folders Letter Size Hanging	\$ 7.90	\$ 3.84	\$ 6.90	\$ 5.98
25. File Folder Legal Hanging	\$11.36	\$ 4.48	\$ 8.54	\$ 7.88
26. Folders Manilla Letter	\$ 6.74	\$ 4.02	\$ 6.56	\$ 5.98

27.Folders Manilla Legal	\$10.15	\$ 8.01	\$ 9.84	\$ 8.21
Office Supplies	Stuart's	Quill Corp.	Peregrine Corp.	Executive
Vendor				
ADDRESS				
28.Labels 4 X 2 White	\$ 4.54	N/B	\$ 3.48	N/B
29.Labels-Laser 1/2x5/8	\$ 7.99	N/B	\$ 7.03	N/B
30.Pads-Self Stick 3x3	\$ 1.36	\$ 1.10	\$ 6.80	\$ 2.64
31.Pad Self sick 1-1/2x2	\$ 2.80	\$ 2.21	\$ 2.69	\$ 2.01
32.Pad-Self 3x5 White	\$ 5.08	\$ 3.60	\$ 4.94	\$ 3.60
33.Pad posit Pop Up	\$ 4.56	\$ 5.09	\$ 5.99	N/B
34.Pad Steno 6 x 9	\$ 1.11	N/B	\$ 1.09	\$.75
35.Tablet Canary 5 x 8	\$ 5.56	N/B	\$ 5.47	\$ 4.50
36.Tablet White 5 x 8	\$ 5.56	\$ 1.88	\$ 5.47	\$ 4.50
37.Tablet Canary Letter	\$ 7.94	\$ 5.79	\$ 3.03	\$ 6.81
38.Tablet White Letter	\$ 7.94	\$ 3.19	\$ 7.80	\$ 6.81
39.Tablet Canary Legal	\$12.60	\$ 6.88	\$7.08	\$10.30
40.Tablet White Legal	\$12.60	\$ 4.95	\$ 7.08	\$11.45
41.Paper Clips Small	\$ 1.75	\$.19	\$ 1.55 1.55	\$.18
42.Paper Clips Jumbo	\$ 5.51	\$.53	\$ 4.66	\$.48
43.Binders Clips Small	\$.25	N/B	\$.28	\$.30
44.Clip Binder Medium	\$.54	N/B	\$.60	\$.59
45.Clips Binder Large	\$ 1.49	N/B	\$ 1.55	\$ 1.54
46.Paper fastener 3	\$19.61	N/B	\$18.43	N/B
47.Paper fastener 2	\$ 1.78	N/B	\$18.20	N/B
48.Rubber Bands Small	\$ 1.35	N/B	\$ 1.15	\$ 1.13
49.Rubber Bands Medium	\$ 1.35	N/B	\$ 1.15	\$ 1.13
50.Rubber Bands Large	\$ 1.35	N/B	\$ 1.15	\$ 1.20
51.Sheet Protectors	\$ 4.04	\$ 7.82	\$ 3.44	\$ 3.22
52.Staples-Standard	\$.71	\$.54	\$.59	\$.61
53.Push Pins	\$.83	\$.48	\$.71	\$.94
54.Tape Clear Wide	\$26.48	N/B	\$ 2.61	N/B
55.Tape Invisible 1"	\$.81	\$.57	\$ 4.57	\$.57

Bid Tabulation
Office Supplies Ref # 85-1421 06/03/2014

VENDOR	Parker			
ADDRESS	Bastrop, LA			
1. Compressed Gas Duster	\$ 7.50			
2. Surge Suppressor	\$20.00			
3. Clap Envelope 6x9	\$ 7.60			
4. Clap Envelope 9x12	\$ 7.90			
5. Clap Envelope 10x13	\$ 9.60			
6. Clap Envelope 10x15	\$14.50			
7. Hole Punch 2	\$11.50			
8. Hole Punch 3	\$ 4.30			
9. Scissors	\$ 1.80			
10. Staple Remover	\$.40			
11. Staapler	\$ 2.30			
12. Paper Adding Mach.	\$22.30			
13. Binder 3-Ring 1"	\$ 1.40			
14. Binder-Data Hanging 8	\$ 7.20			
15. Binder-Data Hanging 14	\$ 7.22			
16. Receipt Book Money	\$12.10			
17. Clipboard Letter size	\$ 1.30			
18. Correction Film Refil	\$ 4.40			
19. Correction Refill	N/B			
20. Correction Pen	\$2.20			
21. Manuscript Cover	\$13.30			
22. Label-File Folder	\$ 1.99			
23. Tab-Insert Clear	\$.90			
24. Hanging File Folders Letter	\$ 7.20			
25. Hanging Folder File Folders Legal	\$ 9.30			
26. File Folder Letter	\$ 6.30			
27. File Folders Legal	\$ 9.90			

Vendor	Parker			
ADDRESS	Bastrop, LA			
28.Labels 4x2 White	\$1.90			
29.Labels Laser 1/2x5/8	\$ 7.00			
30.Pads-Self Stick 3x3	\$ 1.40			
31.Pad Self sick 1-1/2x2	\$ 2.60			
32.Pads-self Stick 3x5	\$ 5.20			
33.Pad posit Pop Up	\$ 3.80			
34.Pad Steno 6 x 9	\$ 1.10			
35.Tablet Canary 5 x 8	\$ 5.70			
36.Tablet White 5 x 8	\$ 5.70			
37.Tablet Canary Letter	\$ 8.10			
38.Tablet White Letter	\$ 8.10			
39.Tablet Canary Legal	\$12.80			
40.Tablet White Legal	\$12.70			
41.Paper Clips Small	\$41.60			
42.Paper Clips Jumbo	\$42.50			
43.Binder Clips Small	\$.30			
44.Clip Binder Medium	\$.60			
45.Clips Binder Large	\$ 1.60			
46.Paper fastener 3	N/B			
47.paper fastener 2	\$ 2.80			
48.Rubber Bands Small	\$ 1.10			
49.Rubber Bands Medium	\$ 1.10			
50.Rubber Bands Large	\$ 1.10			
51.Sheet Protectors	\$ 3.40			
52.Staples-Standard	\$.60			
53.Push Pens	\$.90			
54.Tape Clear Wide	\$ 1.52			
55.Tape Invisible 1"	\$.80			



CITY OF MONROE, LOUISIANA
MAYOR - COUNCIL GOVERNMENT

Department of Administration

Purchasing Division
Central Warehouse

June 16, 2014

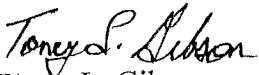
Mayor James E. Mayo

Mr. David Barnes, Jr.
Director of Administration

Mrs. Carolos Riley
City Clerk

The Purchasing Division of the Administration Department is requesting Council approval to advertise for a one (1) year supply contract of Janitorial Paper Products. Funds for these purchases will be derived from the Inventory Account 1000 1410.001 and billed to the divisions according to purchased.

Respectfully yours in Purchasing,


Tony L. Gibson
Buyer

Cc: Mr. David Barnes, Jr. Director of Administration
Mr. Greg Yoes, Purchasing Manager

Attachment

Type opti
2=Change
16=Contr

pt Cont
45-0
45-0
45-0
45-0
45-0
45-0
45-0
45-0
45-0
45-0
45-0
45-0
45-0
45-0
45-0

Contract Number . . : 45-00000038
Description . . . : JANITORIAL PAPER PRODUCTS
Contract Type . . . : TERM + ShortTerm
Contract Vendor . . : 1956 + PARKER WHOLESAL
Contract Start Date: 12242013 +
Contract End Date : 6242014 +
Contract Amount . . : 30000.00
Validate Amount . . : N (Y/N)
Originating P.O. . . : - +
Comment Line 1 . . : APPROVED BY COUNCIL ON 12/23/2013 IN
Comment Line 2 . . : CONJUNCTION WITH CONTRACTS 39,40 & 41.
Comment Line 3 . . : CAPPED AT \$30,000.00 ITEMS ON AN AS
Comment Line 4 . . : NEEDED BASIS. OPTION TO RENEW UP TO TWO
Cont. Code : +
Cont. Date : +
Cont. Qnty :
Cont. Desc :

*=Docu
3=Exit F14=Display Items F21=Display History F24=Documents
F3=Exit F4=Prompt F12=Cancel-----

RESOLUTION

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

A RESOLUTION CONFIRMING THE APPOINTMENT OF KIMBERLY GOLDEN AS THE CITY ENGINEER FOR THE CITY OF MONROE AND FURTHER PROVIDING WITH RESPECT THERETO.

WHEREAS, the Monroe City Charter, Section 4-07 calls for a City Engineer to head the Department of Engineering Services; and

WHEREAS, the Monroe City Charter Section 4-01 states that all Department Heads shall be appointed by the Mayor subject to confirmation by council; and

WHEREAS, the Mayor hereby appoints Kimberly Golden to serve as Head of the Engineering Services Department of the City of Monroe.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Monroe, Louisiana, in legal session convened, that we do hereby confirm the appointment of Kimberly Golden as the Head of the Engineering Services Department for the City of Monroe, Louisiana.

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 _____, 2014.

CHAIRMAN

CITY CLERK

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION SUPPORTING AND RECOMMENDING AMTRAK PASSENGER RAIL SERVICE FOR NORTH LOUISIANA AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, for more than 20 years, communities, parishes, chambers of commerce and Regional economic development organizations, along with business associations have diligently worked to procure passenger rail service through Amtrak from the Texas-Louisiana State Line in Northwest Louisiana to the Mississippi-Louisiana State Line in Northeast Louisiana and all the communities in between; and

WHEREAS, there has not been passenger rail service in North Louisiana for more than forty years; and

WHEREAS, upon the completion of a passenger rail line from Shreveport-Bossier to Longview, TX, and with the extension of the line to Vicksburg and Meridian, MS, passengers will have service to Atlanta, GA and from there, the East Coast, and in the other direction, all the way to the Pacific; and

WHEREAS, passenger rail provides an additional resource for travelers who might otherwise have chosen a different destination; and

WHEREAS, when passenger trains stop in cities, especially those wonderful smaller towns and villages, it lifts and increases the economic development of that community; and

WHEREAS, by providing Amtrak passenger rail service, people will come to live, people will come to work, people will come to shop, buy and visit; and

WHEREAS, passenger rail service is environmentally friendly-green and safe; and

WHEREAS the Louisiana Municipal Association Board of Directors meeting in Monroe, LA on August 1, 2013, did unanimously approve and endorse this Resolution; and

WHEREAS, the Sub-state Planning and Development Districts, representing

Northwest Louisiana and Northeast Louisiana, respectively, The Coordinating & Development Corporation and North Delta Regional Planning & Development District, Inc. have previously provided both technical and logistical support for passenger rail service across North Louisiana and each of their Boards unanimously endorsed said service; and

WHEREAS, passenger rail service is all about economic development, business development, and community development for North Louisiana.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, Louisiana on this date formally and officially goes on record supporting and recommending that the State of Louisiana, the Governor, the Lt. Governor, and the Legislature propound and support the development of Amtrak Passenger Rail Service across North Louisiana from the Texas border to the Mississippi border; and

FURTHER, that passenger rail service in North Louisiana be included as a strategic goal for accomplishment in the Louisiana 2015 Transportation Development Master Plan Update; and

FURTHER, that copies of this Resolution be presented to Governor Bobby Jindal, Lt. Governor Jay Dardenne and each North Louisiana Legislator. The City of Monroe, the Monroe City Council and Mayor James E. Mayo also supports and recommends that other local governmental entities in North Louisiana prepare and execute a similar Resolution of Support and Recommendation and present same to the Governor, Lt. Governor and Legislators.

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 _____, 2014.

CHAIRMAN

CITY CLERK

I, _____ do hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the _____ meeting in regular session convened on _____, 2014.

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION APPROVING AND AUTHORIZING A COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE LOUISIANA STATE DEPARTMENT OF TRANSPORTATION FOR THE DONATION OF ASPHALT AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the Louisiana State Department of Transportation has asphalt (RAP) which they are willing to donate to the City of Monroe for use in accordance with the attached Cooperative Endeavor Agreement; and

WHEREAS, the City of Monroe can use the material which is being donated by the State.

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 Cooperative Endeavor Agreement, a copy of which is attached hereto and made a part hereof, by and between the City of Monroe, Louisiana and the Louisiana Department of Transportation.

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 _____, 2014.

CHAIRMAN

CITY CLERK



Office of Operations/District 05

P. O. Box 4068 | Monroe, LA 71211-4068
8010 DeSiard Street | Monroe, LA 71203
Phone: 318-342-0100

Bobby Jindal, Governor
Sherril H. LeBas, P.E., Secretary

May 30, 2014

Mr. Cecil Janway, Director
Department of Public Works
City of Monroe
P. O. Box 123
Monroe, LA 71201

Re: Cooperative Endeavor Agreement (CEA)
Donation of Reclaimed Asphalt Pavement (RAP)
S.P. No. H010396
US 165: Bayou DeSiard – Sterlington
Ouachita Parish

Dear Mr. Janway:

Enclosed is the Cooperative Endeavor Agreement (CEA) for the donation of Reclaimed Asphalt Pavement (RAP) material from the Department of Transportation and Development to the City of Monroe. Please have the CEA approved and dated on page 4, then return to this office for the Department's approval.

The contractor will deliver the RAP to the City stockpile site located at 401 South 18th Street in Monroe, LA. Please verify in writing this stockpile location will accommodate the estimated 975 cubic yards (vehicle measurement). The City will be required to push up the RAP as it is delivered, to pick up RAP haul tickets for each load and return haul tickets to the project engineer's representative. This will require the City employee working when the contractor delivers the RAP, including weekends and/or holidays.

This project is the overlay of US 165 from Bayou DeSiard to Sterlington. The CEA will be amended at the conclusion of milling operations to indicate the number of cubic yards of RAP delivered. This project is scheduled for bid in the fiscal year 2014-2015.

Sincerely,

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

TMH/cs

Attachment

cc: Mr. Kirk Gallien, P.E., P.T.O.E.
Mr. David Hodnett
Mr. Melvin Hicks
Mr. Ryan McMillan

COOPERATIVE ENDEAVOR AGREEMENT
between the
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
and the
CITY OF MONROE

DONATION OF RECLAIMED ASPHALT PAVEMENT (RAP)
STATE PROJECT NO. H.010396
OUACHITA PARISH

This Cooperative Endeavor Agreement (CEA) is made and entered into this ____ day of _____, 20__, by and between the State of Louisiana, through the Department of Transportation and Development (DOTD), and the City of Monroe (hereinafter, sometimes referred to as the "Entity"), a political subdivision of the State of Louisiana, to serve the public for the purposes hereinafter declared, in accordance with the Louisiana Constitution, Article 7, §14 (C).

WHEREAS, the Louisiana Constitution, Article 7, § 14 (B) (9) authorizes the donation by the State of reclaimed asphalt pavement (RAP) from state roads and highways to the governing authority of the Parish or municipality from which it is taken, or if not needed by that governing authority, then to the governing authority of any other Parish or municipality, pursuant to a cooperative endeavor agreement between the State and receiving authority; and

WHEREAS, the Entity requests that DOTD donate to the Entity for its benefit and use approximately 975 cubic yards of in-place roadway of RAP;

NOW THEREFORE, it is hereby agreed between DOTD and the Entity as follows:

ARTICLE I
PROJECT IDENTIFICATION

For purposes of administration, identification and record keeping, State Project Number **H. 010396**, which identifies the roadway project from which the RAP is obtained, will be used to identify this RAP Project and all activities, reports and documents associated with it.

ARTICLE II
SCOPE AND PROJECT RESPONSIBILITIES

2.1 DOTD hereby agrees to donate 975 cubic yards of vehicular measured RAP to be removed from US 165 in Ouachita Parish to the Entity (hereinafter, the "Project"). DOTD will arrange for its contractor to transport the donated RAP from the construction site to the following location designated by the Entity, provided, however, that the contractor will not transport the donated RAP any distance greater than it would have transported RAP retained for DOTD use: 401 South 18th Street, Monroe, La.

2.2 DOTD will not be required to supervise or perform any services in connection with this Project, except as specifically set forth herein. The participation by DOTD in providing the RAP, in providing guidance and Project information to the Entity, or in monitoring the progress of the Project, shall in no way be construed to make DOTD a party to any contract between the Entity and its contractor(s).

2.3 It is understood and agreed that, following delivery of the RAP to the Entity as set forth herein above, no State funds will be expended for this Project.

2.4 The Entity hereby agrees to accept and use the RAP provided by the State through the DOTD only for public purposes and in accordance with constitutional and statutory restrictions on the use of State property for public purposes. The Entity will make no changes in its local laws or charter allowing any use of the RAP for other than public purposes.

2.5 The Entity agrees to place the RAP into or on property owned by it or otherwise dedicated for public use, and will not use it directly or indirectly in any trade or business carried on by any person other than a governmental unit.

ARTICLE III **TERMINATION FOR CAUSE**

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

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

ARTICLE IV
TERMINATION FOR CONVENIENCE

Either Party may terminate the Agreement at any time by giving thirty (30) days written notice.

ARTICLE V
RECORD KEEPING, REPORTING AND AUDITS

The Entity agrees to retain all books, records, and other documents relevant to this agreement for at least three years after termination of this Agreement, provided, however, that prior to disposal of any Project information, the Entity shall obtain the prior written approval of DOTD. The Entity shall provide to the DOTD and/or the Legislative Auditor any requested reports on the status of the Project within 30 days of request.

ARTICLE VI
HOLD HARMLESS AND INDEMNITY

6.1 The Entity agrees that it shall indemnify and hold harmless and provide a defense for the State and the DOTD, their officials, officers and employees, against any and all claims, demands, suits, actions (*ex contractu*, *ex delictu*, quasi-contractual, statutory or otherwise), judgments of sums of money, attorney's fees and court costs to any party or third person including, but not limited to, amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Entity or any of the above, growing out of, resulting from, or by reason of, any act or omission of the Entity, its employees, servants, contractors, or any person engaged upon or in connection with any services arising from, or in any way connected with the Project, to the extent permitted by law,

6.2 Nothing herein is intended, nor shall be deemed to create, a third party beneficiary to or for any obligation by DOTD or the Entity herein or to authorize any third person to have any action against DOTD or the Entity arising out of this Agreement.

ARTICLE VII
EFFECTIVE DATE AND TERM

This Agreement shall be effective from the date of its execution by DOTD, and shall remain in effect until the RAP has been completely used by the Entity in accordance with Article II hereinabove, unless terminated earlier as provided in Articles III or IV hereinabove.

ARTICLE VIII
OWNERSHIP

All records, reports, and documents delivered or transmitted to the Entity by DOTD shall remain the property of DOTD.

ARTICLE IX
NONASSIGNABILITY

The Entity shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the DOTD.

ARTICLE X
AMENDMENT OF AGREEMENT

The parties agree that any amendment of this Agreement shall not be valid unless and until it is reduced to writing and executed by both parties.

ARTICLE XI
COMPLIANCE WITH LAWS

Entity shall comply with all federal, state, and local laws and regulations, including, but not limited to, the public bid law contained in La. R.S. 38:2211, *et seq.*, in accomplishing the purposes of this Project and/or in its use of the RAP.

ARTICLE XII
DISCRIMINATION CLAUSE

12.1 The Entity agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 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 contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990, as amended.

12.2 The Entity agrees not to discriminate in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, gender, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Entity, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

ARTICLE XIII
SEVERABILITY CLAUSE

If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

WITNESSES:

CITY OF MONROE

By: _____
Signature

Printed Name

Title

Federal Identification No.

WITNESSES:

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

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



CITY OF MONROE, LOUISIANA
MAYOR - COUNCIL GOVERNMENT

Department of Administration

Purchasing Division
Central Warehouse

June 16, 2014

Mayor James E. Mayo

Mr. David Barnes, Jr.
Director of Administration

Mrs. Carolos Riley
City Clerk

The Water Treatment Plant of the Public Work Department is requesting Council approval to advertise for a one (1) year supply contract of Water Treatment Chemicals. Funds for these purchases will be derived from the Chemical Account 6006-4000-3051-6600.011.

Respectfully yours in Purchasing,

A handwritten signature in cursive script that reads "Toney L. Gibson".

Toney L. Gibson
Buyer

Cc: Mr. Tom Janway, Public Work Director
Mr. Sean Benton, Water Plant Manager
Mr. Greg Yoes, Purchasing Manager

Attachment

type opti
 2=Change
 16=Contr

 pt Cont
 45-0
 45-0
 45-0
 45-0
 45-0
 45-0
 45-0
 45-0
 45-0
 45-0
 45-0
 45-0
 45-0

Contract Number . . : 45-00000056
 Description . . . : WATER TREATMENT CHEMICALS
 Contract Type . . : TERM + ShortTerm
 Contract Vendor . . : 1474 + GEO SPECIALTY CHEMICALS, INC.
 Contract Start Date: 1152014 +
 Contract End Date : 7152014 +
 Contract Amount . . : 80000.00
 Validate Amount . . : N (Y/N)
 Originating P.O. . . : - +
 Comment Line 1 . . : APPROVED BY THE COUNCIL ON 01/14/2014
 Comment Line 2 . . : FOR ONE HUNDRED EIGHTY DAYS. INCONJUNCT-
 Comment Line 3 . . : ION WITH CONTRACT 55-61. CAPPED AT
 Comment Line 4 . . : 80,000.00 CAN BE RENEWED UP TO TWO TIMES
 Cont. Code : +
 Cont. Date : +
 Cont. Qnty :
 Cont. Desc :

*=Docu
 3=Exit

F14=Display Items F21=Display History F24=Documents
 F3=Exit F4=Prompt F12=Cancel-----



CITY OF MONROE, LOUISIANA
MAYOR - COUNCIL GOVERNMENT

Department of Administration

Purchasing Division
Central Warehouse

June 16, 2014

Mayor James E. Mayo

Mr. David Barnes, Jr.
Director of Administration

Mrs. Carolus Riley
City Clerk

Please consider request for a change order from the Water Treatment Plant of the Public Work Department. For Bayou Pump Station project in the amount of \$25,986.00 Specialty Field Service & Machine is the vendor for this project.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Toney L. Gibson".

Toney L. Gibson, Buyer
Purchasing Division

Cc: Mr. Tom Janway, Public Work Director
Mr. Sean Benton, Water Plant Manager
Mr. Greg Yoes, Purchasing manager

Attachments



Fw: Bayou Intake Pump Impellers

Sean Benton to: Toney Gibson
Cc: Tom Janway

06/06/2014 09:25 AM

Please put this item on council agenda as a change order for bayou pump station project. Please see attached invoice. Also I'm forwarding you some background on the changes in a following email.



CITY OF MONROE INVOICE 1465-14B #3 BAYOU PUMP.xls

"MONROE, ONE CITY... ONE FUTURE!"

Sean Benton
Water Superintendent
City of Monroe, Louisiana
(318) 329-2395
(318) 329-2399 Fax
sean.benton@ci.monroe.la.us

----- Forwarded by Sean Benton/MLU on 06/06/2014 09:24 AM -----

From: Tom Janway/MLU
To: Sean Benton/MLU@MLU
Cc: Toney Gibson/MLU@MLU, Kim Golden/MLU@MLU
Date: 06/03/2014 01:48 PM
Subject: Bayou Intake Pump Impellers

Sean,

Please provide Toney with the additional costs to repair the pump impellers to get on the next Council agenda.

Monroe "One City....One Future"

C. Tom Janway
City of Monroe
Public Works Director
(318) 329-2820 (office)
(318) 329-3234 (fax)

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION TO APPROVE A COOPERATIVE AGREEMENT BETWEEN THE CITY OF MONROE AND THE UNIVERSITY OF LOUISIANA-MONROE AND FURTHER PROVIDING WITH RESPECT THERETO:

BE IT RESOLVED by the City Council of the City of Monroe in legal and regular session convened, to approve a Memorandum of Understanding and Agreement with Neville High School-Monroe City School Board to use Carl Smith softball field located at Forsythe Park and Embanato baseball field at Saul Adler Community Center.

BE IT FURTHER RESOLVED that James E. Mayo, Mayor, be and he is authorized and empowered to execute this Memorandum of Understanding and Agreement with Neville High School-Monroe City School Board.

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 _____, 2014.

CHAIRPERSON

CITY CLERK

COOPERATIVE ENDEAVOR AGREEMENT

Between

THE CITY OF MONROE
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF PARKS AND RECREATION

And

UNIVERSITY OF LOUISIANA AT MONROE (ULM)

WHEREAS, the University of Louisiana at Monroe (ULM) and the City of Monroe both have a vital interest in providing recreational services to both the University community and the community at large; and

WHEREAS, joint development of the University Park Complex has been the focus of most of this cooperative agreement activity over the past twenty-plus years; and,

WHEREAS, in compliance with the provisions of R.S. 17:3353, the specifics of this agreement represents a reaffirmation of this cooperative endeavor as well as establishment of a framework for expanding the level of recreational services jointly provided by these two public agencies.

NOW THEREFORE, the parties hereby agree as follows:

1. The University Park Sports Complex will be maintained by the University of Louisiana Department of Recreational Services (Intramurals) with assistance from the ULM Grounds Department. ULM Recreational Services is physically located in close proximity to the complex, complete with staff and equipment for both field and building maintenance. Accordingly, the City of Monroe agrees to continue paying ULM the sum of \$5,000.00 per year to cover the cost of supplies and custodial services. The close physical proximity of ULM's Recreational Services Department makes it possible for the university to provide these services for considerably less cost than the City would experience maintaining this area as a remote site.
2. All City League games will be scheduled by the Monroe City Recreation Department and *priority scheduling* will be given to the City of Monroe Recreation Department to play these games at University Park. The City Recreation Department will have priority scheduling for their recreational league games from May 1 of each year until July 31.
3. City League play will have reserved fields Monday – Thursday from 6pm – 10pm. ULM Recreational Services Department will be responsible for having a designated supervisor at all City League games that will be responsible for opening, closing and turning the lights on and off each night. ULM Recreational Services will operate and maintain the concession stand during this time, if feasible.
4. ULM Recreational Services will coordinate and schedule *all* events and tournaments throughout the year (January 1-December 31) for University Park (except city league play as designated in item 2. The City Recreation Department will line the fields prior to City League games only. ULM will maintain and line the fields for all other events scheduled.
5. REPAIRS and MAINTENANCE. ULM will maintain and make any minor repairs to the park and adjacent area (parking lots, storage areas, etc). Any major repairs (over \$1,000) will be shared equally by the City and the University with respective notifications. Both entities will try to use in-house service personnel when available.
6. This Cooperative Endeavor Agreement is effective May 1 to July 31 during each calendar year and continues on an annual basis by mutual consent of both parties. This Agreement is subject to cancellation by either party with sixty (60) days notice.

Cooperative Endeavor Agreement
The University of Louisiana at Monroe
City of Monroe

The University of Louisiana at Monroe (ULM) and the City of Monroe both have a vital interest in providing recreational services to both the University community and the community at large. Joint development of the University Park Complex has been the focus of most of this cooperative agreement activity over the past 20+ years. In compliance with the provisions of R.S. 17:3353 the specifics of this agreement represents a reaffirmation of this cooperative endeavor as well as establishment of a framework for expanding the level of recreational services jointly provided by these two public agencies.

- The University Park Sports Complex will be maintained by the University of Louisiana Department of Recreational Services (Intramurals) with assistance from the ULM Grounds Department. ULM Recreational Services is physically located in close proximity to the complex, complete with staff and equipment for both field and building maintenance. Accordingly, the City of Monroe agrees to continue paying ULM the sum of \$5000.00 per year to cover the cost of supplies and custodial services. The close physical proximity of ULM's Recreational Services Department makes it possible for the university to provide these services for considerably less cost than the City would experience maintaining this area as a remote site.

All City League games will be scheduled by the Monroe City Recreation Department and *priority scheduling* will be given to the City of Monroe Recreation Department to play these games at University Park. The City Recreation Department will have priority scheduling for their recreational league games from May 1 of each year until July 31. For the purpose of the current year (2014) ULM would begin scheduling weekend with May 9, 2014.

City League play will have reserved fields Monday – Thursday from 6pm – 10pm. ULM Recreational Services Department will be responsible for having a designated supervisor at all City League games that will be responsible for opening, closing and turning the lights on and off each night. ULM Recreational Services will operate and maintain the concession stand during this time, if feasible.

ULM Recreational Services will coordinate and schedule *all* events and tournaments throughout the year (January 1-December 31) for University Park. (except city league play as designated in item 2) The City Recreation Department will line the fields prior to City League games only. ULM will maintain and line the fields for all other events scheduled.

- REPAIRS & MAINTENANCE. ULM will maintain and make any minor repairs to the park and adjacent area. (Parking lots, storage area's etc) Any major repairs (over \$1,000) will be shared equally by the City and the University with respective notifications. Both entities will try to use in-house service personnel when available.
- This Cooperative Endeavor Agreement is effective May 9, 2014 and continues on an annual basis by mutual consent of both parties. It is subject to cancellation by either party with sixty (60) days notice.

Dr. Nick J. Bruno, President ULM

Jamie Mayo, Mayor, City of Monroe

RESOLUTION

STATE OF LOUISIANA

NO. _____

CITY OF MONROE

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

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE BID FROM CODY PHILLIPS CONSTRUCTION, LLC FOR THE CONSTRUCTION OF NEW RESTROOMS FOR THE PARKS AND RECREATION DEPARTMENT OF THE CITY OF MONROE AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, the Monroe City Council having given approval to request a Public Bid for New Restrooms for the Parks and Recreation Department of the City of Monroe and said Bids having been received by the City of Monroe on June 10, 2014; and

WHEREAS, the bids having been received and reviewed by the Purchasing Department of the City of Monroe and the bid of Cody Phillips Construction, LLC having been found to be the lowest bid meeting the qualifications pertaining to the Louisiana Public Bid Law.

NOW, THEREFORE, be it Resolved that the bid of Cody Phillips Construction, LLC be accepted as the lowest responsive bidder to the public bid for New Restrooms for the Parks and Recreation Department of the City of Monroe.

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 _____, 2014.

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 JAMES E. MAYO, MAYOR, TO ENTER INTO AND EXECUTE A CONTRACT WITH LAND 3 ARCHITECT, INC., FOR ARCHITECTURAL SERVICES, FOR THE RE-ROOFING OF BENOIT, MARBLES, AND JOHNSON COMMUNITY CENTERS, 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 enter into and execute a contract with Land 3 Architect, Inc. for Architectural Services, for a the Re-Roofing of Benoit, Marbles, and Johnson Community Centers.

BE IT FURTHER RESOLVED that said services agreement 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 _____, 2014.

CHAIRMAN

CITY CLERK



AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the EIGHTEENTH day of JUNE
in the year TWO THOUSAND AND FOURTEEN
(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

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

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)

RE-ROOFING OF
BENOIT COMMUNITY CENTER
MARBLES COMMUNITY CENTER
HENRIETTA JOHNSON COMMUNITY CENTER

The Owner and Architect agree as follows.

Int. / AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1976, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 620110

TABLE OF ARTICLES

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

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date: APPROX. 2014
- .2 Substantial Completion date: APPROX. 2014

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 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

AIA Document B101™ – 2007 (formerly B161™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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 for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability Medical Expenses (any one person) \$2,000.00
 Personal and Adv. Injury \$1,000,000.00
 General Aggregate \$1,000,000.00
- .2 Automobile Liability Comp/Collision
 Bodily Injury \$100,000.00/\$200,000.00 per person/per accident
 Property Damage \$50,000.00 per accident
- .3 Uninsured Motorist Bodily Injury \$100,000.00/\$200,000.00 per person/per accident
Workers' Compensation E.L. Each Accident \$500,000.00
 E.L. Disease - Each Employee \$500,000.00
 E.L. Disease Policy Limit \$500,000.00
- .4 Professional Liability \$1,000,000.00

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, 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 the accuracy and completeness 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 made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 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, and the proposed procurement or 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, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's 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 modeling. 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 environmentally responsible 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 other environmentally responsible design services under Article 4.

§ 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 such other elements as may be appropriate. 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.

§ 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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 into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and 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.

§ 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 BIDDING OR NEGOTIATION 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 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall 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 procuring the reproduction 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; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

Int.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall 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™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, 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 4.3, 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 4.3.3, 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 such 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, material and equipment 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 A201-2007, 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

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1997, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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 and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to 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 material 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. 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 In accordance with the Architect-approved submittal schedule, 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, unless otherwise specifically stated by the Architect, of any 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 Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, 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 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 authorize 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 the provisions of Section 4.3, 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 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating 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 the Work is found to be substantially complete, 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 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional 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.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services NONE ANTICIPATED	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	NOT PROVIDED	- NP
§ 4.1.2 Multiple preliminary designs	NP	
§ 4.1.3 Measured drawings	NP	
§ 4.1.4 Existing facilities surveys	NP	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	NP	
§ 4.1.6 Building information modeling	NP	
§ 4.1.7 Civil engineering	NP	
§ 4.1.8 Landscape design	NP	
§ 4.1.9 Architectural Interior Design (B252™-2007)	NP	
§ 4.1.10 Value Analysis (B204™-2007)	NP	
§ 4.1.11 Detailed cost estimating	NP	
§ 4.1.12 On-site project representation	NP	
§ 4.1.13 Conformed construction documents	NP	
§ 4.1.14 As-designed Record Drawings	NP	
§ 4.1.15 As-constructed Record Drawings	NP	
§ 4.1.16 Post occupancy evaluation	NP	
§ 4.1.17 Facility Support Services (B210™-2007)	NP	
§ 4.1.18 Tenant-related services	NP	
§ 4.1.19 Coordination of Owner's consultants	NP	
§ 4.1.20 Telecommunications/data design	NP	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	NP	

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

init.

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.22 Commissioning (B211™-2007)	NOT PROVIDED - NP	
§ 4.1.23 Extensive environmentally responsible design	NP	
§ 4.1.24 LEED [®] Certification (B214™-2007)	NP	
§ 4.1.25 Fast-track design services	NP	
§ 4.1.26 Historic Preservation (B205™-2007)	NP	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	NP	
§ 4.1.28 Other		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided 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 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 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 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, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED[®] certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .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 data 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 bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 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 the Owner

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to 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;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Unlimited () reviews of each Shop Drawing, Product Data Item, sample and similar submittal of the Contractor
- .2 Unlimited () visits to the site by the Architect over the duration of the Project 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

§ 4.3.4 If the services covered by this Agreement have not been completed within () 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. 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.

§ 5.2 The Owner shall establish and periodically update 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. 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 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.

Int.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

10

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall 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 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 maintain professional liability insurance as appropriate to the services provided.

§ 5.7 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.

§ 5.8 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.

§ 5.9 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.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 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.

§ 5.12 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.

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 does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, 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 may 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, 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 make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. 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 requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, 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, without additional compensation, 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. 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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, 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, including prompt payment of all sums when due, under this Agreement. 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 material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service 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 author 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.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

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

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

Int.

AIA Document B101™ – 2007 (formerly B161™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 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 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 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 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 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, 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.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

Int.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

15

ARTICLE 11 COMPENSATION

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

(Insert amount of, or basis for, compensation.)

Fee shall be based on the 2014 Louisiana FP&C Fee Curve, not to exceed 9% of Construction Cost.

See Attachment "A"

§ 11.2 For Additional Services designated in Section 4.1, 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 rate shall be charged as agreed 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 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

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

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus _____ percent (_____ %), or as otherwise stated below:

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

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

Schematic Design Phase:	percent (	15	%)
Design Development Phase:	percent (	15	%)
Construction Documents Phase:	percent (	45	%)
Bidding or Negotiation Phase:	percent (	5	%)
Construction Phase:	percent (	20	%)
Total Basic Compensation:	one hundred percent (	100.00%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work 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, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. 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, if any, 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.)*

Engineer	\$125.00
Architect	\$100.00
Architect-Intern	\$ 75.00
Cad Operator	\$ 50.00
Clerical	\$ 35.00

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus N/A percent (0 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

N/A

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of ZERO Dollars (\$ 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.

§ 11.10.2 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 (30) 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.*)

N/A

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

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 Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

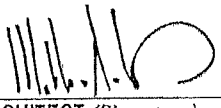
- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

ATTACHMENT "B"

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

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

OWNER *(Signature)*



ARCHITECT *(Signature)*

JAMES E. MAYO, MAYOR CITY OF MONROE
(Printed name and title)

WILLIAM A. LAND, ARCHITECT, PRESIDENT
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@ala.org.

ATTACHMENT "A"

State of Louisiana
 Facility Planning & Control

BCI & CPI

FOR
2014

BCI	1975	CPI
1306		53.8
5278	2013	283.0

SCHEDULE OF REPRESENTATIVE FEES
 FOR
2014

AFC	Fee as a Percentage of AFC	Fee
\$ 10,000.00	14.5600%	\$ 1,456.00
\$ 50,000.00	12.0720%	\$ 6,036.00
\$ 100,000.00	11.2460%	\$ 11,246.00
\$ 200,000.00	10.5235%	\$ 21,047.00
\$ 500,000.00	9.7012%	\$ 48,506.00
\$ 750,000.00	9.3769%	\$ 70,327.00
\$ 1,000,000.00	9.1597%	\$ 91,597.00
\$ 1,500,000.00	8.8701%	\$ 133,051.00
\$ 2,000,000.00	8.6755%	\$ 173,509.00
\$ 3,500,000.00	8.3203%	\$ 291,212.00
\$ 5,000,000.00	8.1088%	\$ 405,440.00
\$ 7,500,000.00	7.8810%	\$ 591,076.00
\$ 10,000,000.00	7.7270%	\$ 772,701.00
\$ 20,000,000.00	7.3796%	\$ 1,475,910.00
\$ 50,000,000.00	6.9655%	\$ 3,482,751.00

ATTACHMENT "B"

ARTICLE 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

DELETE 11.8.1

DELETE 11.8.2

REPLACE SENTENCE 11.8.3 WITH THE FOLLOWING - ARCHITECT SHALL BE REIMBURSED FOR FEES PAID FOR SECURING APPROVAL OF THE AUTHORITIES HAVING JURISDICTION OVER THE PROJECT.

REPLACE SENTENCE 11.8.4 WITH THE FOLLOWING - THE ARCHITECT SHALL BE REIMBURSED FOR FINAL BID SET PUBLICATION COST INCLUDING ELECTRONIC PLAN DISTRIBUTION, LESS ANY DEPOSITS AS SUPPORTED BY DEPOSIT LOG INDICATING ALL PLAN HOLDERS AND BID SET DISTRIBUTION WITH DISPOSITION OF DEPOSITS.

DELETE 11.8.5 THRU 11.8.11

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 ENTER INTO AND EXECUTE A CONTRACT WITH LAND 3 ARCHITECT, INC., FOR ARCHITECTURAL SERVICES, FOR A NEW COMMUNICATION CENTER AT THE PUBLIC SAFETY CENTER, 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 enter into and execute a contract with Land 3 Architect, Inc. for Architectural Services, for a New Communication Center at the Public Safety Center.

BE IT FURTHER RESOLVED that said services agreement 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 _____, 2014.

CHAIRMAN

CITY CLERK

 **AIA**® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the **EIGHTEENTH** day of **JUNE**
in the year **TWO THOUSAND AND FOURTEEN**
(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

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

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)

A NEW COMMUNICATION CENTER
FOR THE CITY OF MONROE
PUBLIC SAFETY CENTER
MONROE, LOUISIANA

The Owner and Architect agree as follows.

Inlt. / AIA Document B101™ – 2007 (formerly B161™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 020110

TABLE OF ARTICLES

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

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date: APPROX. 2014
- .2 Substantial Completion date: APPROX. 2014

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 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

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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 for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability Medical Expenses (any one person) \$2,000.00
 Personal and Adv. Injury \$1,000,000.00
 General Aggregate \$1,000,000.00
- .2 Automobile Liability Comp/Collision
 Bodily Injury \$100,000.00/\$200,000.00 per person/per accident
 Property Damage \$50,000.00 per accident
 Uninsured Motorist Bodily Injury \$100,000.00/\$200,000.00 per person/per accident
- .3 Workers' Compensation E.L. Each Accident \$500,000.00
 E.L. Disease - Each Employee \$500,000.00
 E.L. Disease Policy Limit \$500,000.00
- .4 Professional Liability \$1,000,000.00

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, 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 the accuracy and completeness 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 made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 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, and the proposed procurement or 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, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's 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 modeling. 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 environmentally responsible 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 other environmentally responsible design services under Article 4.

§ 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 such other elements as may be appropriate. 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.

§ 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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 into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and 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.

§ 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 BIDDING OR NEGOTIATION 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 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall 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 procuring the reproduction 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; and
- .3 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 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall 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™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, 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 4.3, 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 4.3.3, 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 such 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, material and equipment 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 A201-2007, 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

AIA Document B101™ - 2007 (formerly B161™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

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 and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to 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 material 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. 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 In accordance with the Architect-approved submittal schedule, 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, unless otherwise specifically stated by the Architect, of any 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 Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, 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 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 authorize 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 the provisions of Section 4.3, 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 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating 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 the Work is found to be substantially complete, 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 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional 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. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services NONE ANTICIPATED	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	NOT PROVIDED - NP	
§ 4.1.2 Multiple preliminary designs	NP	
§ 4.1.3 Measured drawings	NP	
§ 4.1.4 Existing facilities surveys	NP	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	NP	
§ 4.1.6 Building information modeling	NP	
§ 4.1.7 Civil engineering	NP	
§ 4.1.8 Landscape design	NP	
§ 4.1.9 Architectural Interior Design (B252™-2007)	NP	
§ 4.1.10 Value Analysis (B204™-2007)	NP	
§ 4.1.11 Detailed cost estimating	NP	
§ 4.1.12 On-site project representation	NP	
§ 4.1.13 Conformed construction documents	NP	
§ 4.1.14 As-designed Record Drawings	NP	
§ 4.1.15 As-constructed Record Drawings	NP	
§ 4.1.16 Post occupancy evaluation	NP	
§ 4.1.17 Facility Support Services (B210™-2007)	NP	
§ 4.1.18 Tenant-related services	NP	
§ 4.1.19 Coordination of Owner's consultants	NP	
§ 4.1.20 Telecommunications/data design	NP	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	NP	

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1970, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.22 Commissioning (B211™-2007)	NOT PROVIDED - NP	
§ 4.1.23 Extensive environmentally responsible design	NP	
§ 4.1.24 LEED [®] Certification (B214™-2007)	NP	
§ 4.1.25 Fast-track design services	NP	
§ 4.1.26 Historic Preservation (B205™-2007)	NP	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	NP	
§ 4.1.28 Other		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided 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 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 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 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, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED[®] certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .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 data 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 bidders or persons providing 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.

§ 4.3.2 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 the Owner

subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to 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;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Unlimited () reviews of each Shop Drawing, Product Data Item, sample and similar submittal of the Contractor
- .2 Unlimited () visits to the site by the Architect over the duration of the Project 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

§ 4.3.4 If the services covered by this Agreement have not been completed within () 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. 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.

§ 5.2 The Owner shall establish and periodically update 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. 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 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 but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall 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 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 maintain professional liability insurance as appropriate to the services provided.

§ 5.7 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.

§ 5.8 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.

§ 5.9 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.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 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.

§ 5.12 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.

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 does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, 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 may 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, 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 make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. 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 requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, 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, without additional compensation, 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. 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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, 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, including prompt payment of all sums when due, under this Agreement. 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 material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service 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 author 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.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

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

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 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 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 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 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 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, 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.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

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

(Insert amount of, or basis for, compensation.)

Fee shall be based on the 2014 Louisiana FP&C Fee Curve, not to exceed 10% of Construction Cost.
See Attachment "A"

§ 11.2 For Additional Services designated in Section 4.1, 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 rate shall be charged as agreed 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 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

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

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus _____ percent (_____ %), or as otherwise stated below:

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

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

Schematic Design Phase:	percent (	15	%)
Design Development Phase:	percent (	15	%)
Construction Documents Phase:	percent (	45	%)
Bidding or Negotiation Phase:	percent (	5	%)
Construction Phase:	percent (	20	%)
Total Basic Compensation:	one hundred percent (	100.00	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work 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, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. 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, if any, 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.)*

Engineer	\$125.00
Architect	\$100.00
Architect-Intern	\$ 75.00
Cad Operator	\$ 50.00
Clerical	\$ 35.00

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus N/A percent (0 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

N/A

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of ZERO Dollars (\$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.

§ 11.10.2 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 (30) 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.)

N/A

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Int.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@ala.org.

17

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 Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

ATTACHMENT "B"

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

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

OWNER (Signature)

ARCHITECT (Signature)

JAMES E. MAYO, MAYOR CITY OF MONROE
(Printed name and title)

WILLIAM A. LAND, ARCHITECT, PRESIDENT
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

ATTACHMENT "A"

State of Louisiana
Facility Planning & Control

BCI & CPI
 FOR
2014

BCI		CPI
1306	1975	53.8
5278	2013	233.0

SCHEDULE OF REPRESENTATIVE FEES
 FOR
2014

AFC	Fee as a Percentage of AFC	Fee
\$ 10,000.00	14.5600%	\$ 1,456.00
\$ 50,000.00	12.0720%	\$ 6,036.00
\$ 100,000.00	11,2450%	\$ 11,245.00
\$ 200,000.00	10.5235%	\$ 21,047.00
\$ 500,000.00	9.7012%	\$ 48,506.00
\$ 750,000.00	9.3769%	\$ 70,327.00
\$ 1,000,000.00	9.1597%	\$ 91,597.00
\$ 1,500,000.00	8.8701%	\$ 133,051.00
\$ 2,000,000.00	8.6755%	\$ 173,509.00
\$ 3,500,000.00	8.3203%	\$ 291,212.00
\$ 5,000,000.00	8.1088%	\$ 405,440.00
\$ 7,500,000.00	7.8810%	\$ 591,076.00
\$ 10,000,000.00	7.7270%	\$ 772,701.00
\$ 20,000,000.00	7.3796%	\$ 1,475,910.00
\$ 50,000,000.00	6.9655%	\$ 3,482,751.00

ATTACHMENT "B"

ARTICLE 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

DELETE 11.8.1

DELETE 11.8.2

REPLACE SENTENCE 11.8.3 WITH THE FOLLOWING - ARCHITECT SHALL BE REIMBURSED FOR FEES PAID FOR SECURING APPROVAL OF THE AUTHORITIES HAVING JURISDICTION OVER THE PROJECT.

REPLACE SENTENCE 11.8.4 WITH THE FOLLOWING - THE ARCHITECT SHALL BE REIMBURSED FOR FINAL BID SET PUBLICATION COST INCLUDING ELECTRONIC PLAN DISTRIBUTION, LESS ANY DEPOSITS AS SUPPORTED BY DEPOSIT LOG INDICATING ALL PLAN HOLDERS AND BID SET DISTRIBUTION WITH DISPOSITION OF DEPOSITS.

DELETE 11.8.5 THRU 11.8.11



**CITY OF MONROE
CAPITAL INFRASTRUCTURE PROGRAM
PROJECT MANAGEMENT DIVISION**

3901 JACKSON ST. • MONROE, LA 71203 • (318) 329-2598 OFFICE • (318) 329-2648 FAX

TO: CAROLUS RILEY
FROM: ARTHUR HOLLAND
RE: BASIN MR-04/05/07(A)2 REHABILITATION PROJECT
DATE: JUNE 18, 2014

A REQUEST TO AUTHORIZE THE PURCHASING MANAGER TO ADVERTISE FOR BIDS ON BASIN MR-04/05/07(A)2 REHABILITATION PROJECT. THE ESTIMATED COST OF THIS PROJECT IS \$4,842,000.00.

AH/ar

ORDINANCE

STATE OF LOUISIANA
CITY OF MONROE

NO. _____

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

AN ORDINANCE AMENDING CHAPTER 25.5 OF THE MONROE CITY CODE ENTITLED "PEDDLERS, TRANSIENT MERCHANTS, CREATING RULES AND REGULATIONS FOR MOBILE FOOD VENDORS, TO ESTABLISH PERMITS AND PERMITTING FEES AND FURTHER PROVIDING WITH RESPECT THERETO:

WHEREAS, there has been much interest in the mobile food vending industry and it is desirable to update the laws to reflect an expanding mobile food vending industry; and

WHEREAS, the primary purpose of the public right-of-way is for use by vehicular and pedestrian traffic; and

WHEREAS, there is a need to mitigate against potential traffic, public health, safety and welfare concerns with reasonable regulations.

NOW THEREFORE, BE IT ORDAINED BY THE MONROE CITY COUNCIL that Chapter 25.5 of the Monroe City Code is hereby amended and Article III, Sections 25.5-40, et. Seq. are enacted as follows:

ARTICLE III: MOBILE FOOD VENDORS

Sec. 25.5-40 – Definitions

Mobile Food Vendor means any vehicle that is completely mobile with no permanent fixed location and which qualifies as a mobile vendor under the rules and regulations of the La. Department of Health and Hospitals, the vendor of which prepares all or most of its victuals on board the vehicle to serve or distribute to customers, in a form suitable for immediate ingestion or consumption.

Mobile Food Vendor means a person, natural or juridical, that has obtained the required permits under this Section to operate a mobile food operation to serve or distribute victuals on the public right-of-way or private property. Mobile vendors will include food trailers and carts.

Permittee means the recipient of a mobile vending permit under the terms and provisions of this division.

Private Property means any private residence or business that is allowing the sale of victuals from a Mobile Food Vendor.

Public right-of-way means any city street, alley, road, sidewalk, neutral ground, or other passageway whereby pedestrians or vehicles traverse.

Serve or distribute means soliciting the sale of or offering for sale victuals.

Victuals means food of any kind that is prepared, packaged or in a form that is suitable for immediate ingestion or consumption by human beings and shall not include any non-food items.

Defined Permitted Areas: Around parks, recreation centers, Zoo, Museums, construction sites and other public property which is specifically permitted by taxation and revenue. Permit locations shall be determined by the Taxation and Revenue Department based upon such criteria as distance from fixed based restaurants, valid concerns by other businesses or private citizens

about specific areas or such other concerns as may be necessary to protect the rights of private citizens and land based businesses. If a permit has been granted for a particular location and valid concerns are brought to the attention of Tax and Revenue and deemed to be valid, the permittee may be required to locate to another approved location.

Sec. 25.5-41 Permit Required and Authorized.

Every person, whether natural or juridical, who desires to use the public right-of-way, public places or private property to conduct any of the businesses or callings hereinafter set forth, shall first apply for and be granted a mobile vending permit from the Louisiana Department of Health and Hospitals pursuant to Title 51, Chapter XXIII of the Administrative Code and a mobile vending permit from the City of Monroe as provided in this division.

Sec. 25.5-42 – Permit requirements.

(a) A mobile vending permit shall be applied for with the Department of Taxation and Revenue and shall be on forms provided by the City and in the format and number of copies as required by the instructions. No permit shall be issued until all requisite approvals by the Louisiana Department of Health and Hospitals are finalized and received by the Department of Taxation and Revenue.

(b) Any permit that is issued shall in each instance state the occasion and location for which it is issued, the location of the mobile food vendor activity and the date upon which it will expire. Permits may be issued on an annual basis if applied for. Nothing contained herein precludes the prorating of permit fees. Annual permits may be issued that cover all permitted locations within the City of Monroe.

(c) Permits shall be conspicuously displayed and be clearly visible from outside the mobile food unit at all times during operation.

(d) The Director of the Administration for the City of Monroe may prescribe such other policies and procedures as to the issuance of permits as may be required to carry out the full intent and purpose of this division.

(e) The provisions of this Article III shall not be applicable to those areas and events which are otherwise exempted by the Louisiana Department of Health and Hospitals for events such as recognized fairs and festivals.

Sec. 25.5-43 – Permit and Franchise Fees.

(a) There shall be a permit fee of \$50.00. An annual permit fee shall be \$200.00.

Sec. 25.5-44 – Rules and regulations for all mobile food vendors

In addition to all other applicable laws pertaining to permits and franchises, all mobile vendors operating pursuant to this division shall also be subject to the following provisions:

a. All mobile food vendors shall be registered in the State of Louisiana and the driver of any truck shall have a valid driver's license permit.

b. All mobile vendors shall comply with all applicable parking, traffic and vehicle safety laws, regulations and restrictions;

c. No mobile vendor shall operate within twenty (20) feet of any intersection.

d. No mobile vendor shall operate within twenty (20) feet of any stop sign, flashing beacon, yield sign or other traffic control signal located on the side of a roadway.

e. No mobile vendor shall operate within three (3) feet of any public or private driveway, wheelchair ramp or bicycle ramp.

f. No mobile food vendor shall be more than thirty (36) feet in length or eight and one half (8 1/2) feet in width, however, mobile food establishments solely located on private or public property which are not used as traffic thoroughfares, may exceed the size stated herein with approval of the Director of Administration.

g. No mobile vendor shall sell alcoholic beverages, controlled substances, or any other item the possession or use of which is deemed illegal under any federal, state or local law.

h. No mobile vendor shall place any chairs, stools, tables or other fixtures, furniture or other obstructions on any portion of the public street, sidewalk or right-of-way, except as provided in subpart (i) of this section.

i. All mobile vendors shall provide a trash receptacle within three feet of the front or back of the mobile food vendor but out of streets or public walkways, which shall be large enough to contain all refuse generated by operation.

The location shall be kept clean and free of trash and debris. All mobile vendors shall be responsible for cleaning all debris and refuse generated by such operation within a fifty (50) foot radius of the mobile food vendor upon ceasing operation. It shall be unlawful for any mobile vendor to leave any location without first picking up, removing and properly disposing of all trash or refuse remaining at a location.

After dispensing victuals, at any location, a food truck operator, prior to leaving the location, shall pick up, remove and dispose of all trash or refuse within twenty five feet of the food operation which consists of materials originally dispensed from the food vendor, including packages or containers or parts of either used with or for dispensing the victuals.

Any trash, garbage, refuse or other debris generated by the mobile vendor or relating to the operation of the mobile vendor shall be disposed of at approved locations.

Existing litter laws will be invoked in distances outside the vendor's responsibility.

Any mobile food vendor found to be or have been in violation of the permit location regulation or any other provision of this ordinance shall have his license revoked by the Department of Taxation and Revenue by delivery of such notice to the operator of the food truck. If such vendor has applied for a yearly license, then a pro-rated share of the cost of the license shall be returned.

j. It shall be unlawful for any mobile vendor to operate in a defective, unsafe or unsanitary condition in violation of any applicable law or regulation.

No Mobile Food Vendor, whether through a local commissary or otherwise, shall discharge into the City of Monroe wastewater system without first having a Commercial Wastewater Permit and all Mobile Food Vendors must adhere to the provisions set forth in Chapter 30, Article III of the Monroe City Code.

k. No mobile vendor shall operate any horn, sound amplification system, or other sound-producing device or music system which violates the existing municipal noise ordinance found in Chapter 23 of the Monroe City Code.

n. All mobile vendors must comply with all other applicable conditions and requirements imposed upon mobile vendors under the law, and must comply with all applicable city and state health laws and regulations and shall make such sales tax returns and other reports as required by provisions of the Code of the City of Monroe.

o. Mobile food operations held on private property will be exempted from these regulations.

p. No Mobile Food Vendor shall operate within 300 feet of the outermost boundary of any private or public school property or within 300 feet of any location where a not for profit events where a sponsored school event is being held unless specifically requested in writing by the governing authority of such private or public school.

Sec. 25.5-45 – Insurance requirements

(a) At the time of application for, and prior to the issuance of, any permit or franchise pursuant to this division, each and every applicant shall provide written proof of commercial vehicle insurance coverage on any mobile food vehicle or trailer in compliance with state law naming the City of Monroe as an additional insured for the operations of the business.

Sec. 25.5-46-- Fines and forfeitures – process and procedure.

(a) Any violation of any applicable provision of this chapter may be grounds for revocation of any permit or franchise issued under this division and shall be an infraction punishable by a fine not to exceed \$500.00 per violation.

(b) Violations of the provisions of this division shall be brought by the appropriate department or agency to Monroe Municipal Court.

This Ordinance was INTRODUCED on the _____ day of _____, 2014.

NOTICE PUBLISHED on the _____ day of _____, 2014.

This Ordinance 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 Ordinance was declared ADOPTED on the ___ day of _____, 2014.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

ORDINANCE

STATE OF LOUISIANA

PARISH OF OUACHITA

NO. _____

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

AN ORDINANCE AUTHORIZING JAMES MAYO, MAYOR, TO ENTER INTO AND EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF MONROE AND ONYX ADVERTISING AT THE AIRPORT, FOR CERTAIN PROPERTY LOCATED AT THE MONROE REGIONAL AIRPORT, AND FURTHER PROVIDING WITH RESPECT THERETO.

BE IT ORDAINED, by the City Council of the City of Monroe, in legal session convened, that James Mayo, Mayor, be and he is hereby authorized and empowered, for and on behalf of the City of Monroe, Louisiana, to enter into and execute a Lease Agreement between the City of Monroe and Onyx Advertising at the Airport, a copy of said Lease Agreement setting forth the terms and conditions thereof, being annexed hereto and made a part hereof.

THIS ORDINANCE WAS INTRODUCED on the _____ day of _____, 2014.

NOTICE PUBLISHED on the _____ day of _____, 2014.

This Ordinance 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 Ordinance was declared adopted on the _____ day of _____, 2014.

CHAIRMAN

CITY CLERK

MAYOR'S APPROVAL

MAYOR'S VETO

CONTRACT OF LEASE

STATE OF LOUISIANA

PARISH OF OUACHITA

BEFORE ME, the undersigned Notary Public, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared the City of Monroe, Louisiana herein represented by Mayor James Mayo, duly authorized to act herein, hereinafter called "LESSOR," and Onyx Advertising, whose permanent mailing address is

_____, herein represented by Jennifer Johnson. hereinafter referred to as "LESSEE," who declared and acknowledged that they have entered into and does by these presents enter into a Contract of Lease and rent under and upon the terms, conditions and stipulations hereinafter set forth:

1.

PROPERTY LEASED

Lessor does hereby lease and let unto Lessee, and Lessee does hereby rent and lease from Lessor, the following described property located and situated in the Parish of Ouachita, State of Louisiana, being within the City of Monroe, Louisiana, and also being a part of the Monroe Air Industrial Park, more particularly described as follows, to-wit:

The lease space is approximately 225 square feet of office space located in building E. This is the Car Rental Facility located at the Monroe Regional Airport

2.

TERM OF LEASE

This lease shall be for a term of five (3) years, beginning on the 1st day of July, 2014, and ending on the 30th day of June, 2017, with an option to renew this lease for another five (3) years. Said option shall be exercised only by written notice to Lessor stating the intent of Lessee to exercise said option. Said written notice shall be given Lessor at least ninety (90) days prior to the termination of the then current lease period.

3.

CONSIDERATION

The consideration for which the initial three year lease is made and accepted is the sum of \$1,200.00 per year. Following the first three year period of the primary term, the consideration herein shall be adjusted in accordance with the Consumer Price Index (CPI) of the lease property. It will be evaluated upon notification of Lessee to Lessor of the intent to exercise its option to renew it's lease.

4.

ADDITIONAL CONSIDERATION

As additional consideration for which this initial lease is made, Lessee agrees that the office space presently situated on the leased property is a component part of the leased premises.

5.

LIENS AND PRIVILEGES

Lessee binds and obligates himself neither to permit nor allow any lien or privilege, including mechanics', materialmans' and laborers' liens, or any mortgage or judgment to attach to or be filed against the leased premises or any improvements thereon, and in the event that such be allowed to be filed, Lessee agrees to bond out same immediately at Lessee's cost, either by cash bond or court-approved surety bond.

6.

DEFAULT

In the event Lessee defaults in the payment of any installment of rent, as aforesaid, and on ten (10) days written notice of demand for such past-due installment, all remaining and unpaid rentals during the primary term and any extension of its lease, as the case may be, shall become due and payable in full, and in addition thereto, but not to the exclusion thereof, this lease shall be considered terminated in all respects and Lessor shall be entitled to immediate possession of the leased premises and all improvements thereon from Lessee, who agrees to peaceably vacate and surrender same. Lessee agrees to pay twenty-five percent (25%) of the amount due or ONE HUNDRED AND NO/100 (\$100.00) DOLLARS, whichever is greater, as attorney's fees, in the event this lease is placed in the hands of an attorney for collection or enforcement of any of its provisions.

7.

USE OF PREMISES

A. It is distinctly understood and agreed that the property leased herein shall be used by LESSEE exclusively for aeronautical purposes, specifically office space for operation and the rental of hangar and ramp space. Should LESSEE attempt to use said property for any other purpose or purposes without the written consent of LESSOR, then this lease shall be ipso facto immediately terminated, and the balance due on the rent for the un-expired term of this lease, as well as any rental payments in arrears, shall become immediately due and owing, including attorney fees as herein stipulated.

8

AIRSPACE

That the Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinabove described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereinafter used, for navigation of or flight in the said airspace, and for the use of said airspace to land on, taking off from or operation on the Monroe Regional Airport.

9.

EASEMENT

That the Lessor reserves unto itself, its successors and assigns for the use and benefit of the public, a continuing right and easement over the real property hereinabove described to take such action as may be necessary to restrict the height of structures, objects of natural growth, and other obstructions to air navigation to a height of not more than 229 feet above mean sea level.

10.

APPEARANCE OF PREMISES

Lessee shall at all times maintain the leased premises in a neat, sanitary and safe condition. In the event Lessor notifies Lessee of a condition which, in the opinion of the Lessor is in conflict with the provisions of this paragraph, Lessee shall have ten (10) days to rectify the condition to the satisfaction of the Lessor. In the event Lessee fails to rectify the described situation to the satisfaction of the Lessor, the event shall be deemed a default pursuant to the terms of paragraph 6.

11.

INSURANCE

Lessee represents and warrants that at the time of the execution of this Agreement, it maintains and will continue to maintain during the term of this Agreement, in force and effect, at its sole cost and expense, a public liability insurance policy, with an insurance company licensed to do business in the State of Louisiana, which specifically includes the operations to be conducted with respect to the leased premises, including premises operations liability, products liability, liquor liability, contractual liability, vehicle liability and personal injury liability, with a limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per incident, which names the City, its agents, officers and employees as named insured therein.

Lessee represents and warrants that at the time of the execution of this Agreement, it maintains and will continue to maintain during the term of this Agreement, in force and effect, a Workman's Compensation insurance policy, meeting all requirements of the laws of the State of Louisiana, which specifically includes the operations to be conducted with respect to the leased premises.

Lessee represents and warrants that at the time of the execution of this Agreement, it maintains and will continue to maintain during the term of this Agreement, in force and effect, an insurance policy, providing for the bonding of any lien or privilege that may be filed against the City of Monroe, the Monroe Regional Airport or any property or assets of the City of Monroe or of the Monroe Regional Airport by laborers, suppliers or materials, suppliers of services or suppliers of equipment for use in the fulfillment of this Agreement which specifically includes the operations to be conducted with respect to the leased premises.

Lessee covenants and agrees to promptly notify the City of any change or notice of cancellation of any policy and/or surety required herein or the pending expiration thereof.

If for any reason, such policy or surety expired or is terminated, and as a result thereof, comparable insurance coverage or surety naming the City, its agents, and its employees as insured is not in force and effect, the City shall have the right to terminate this Agreement, effective immediately upon notice to the City.

12.

LIABILITY TO THIRD PARTIES

In accordance with the provisions of R.S. 9:3321, Lessee has assumed and by these presents does assume responsibility for the condition of the leased premises and Lessor shall not be liable for injury caused by any vice or defect therein to Lessee, its officers, agents or employees or to anyone on the leased premises by license of Lessee, its officers, agents or employees.

13.

CANCELLATION OF LEASE BEFORE EXPIRATION OF TERM

Except as otherwise provided herein, in the event Lessee fails to meet any of its commitments under this lease, then, and in such event, Lessor shall have the right and authority to cancel this lease upon thirty (30) days written notice to Lessee.

14.

STATUTES, ORDINANCES, RULES REGULATIONS AND ACQUISITION DEED PROVISIONS

It is specifically understood that the property herein leased is situated at Monroe Regional Airport and that said Airport will be used by regularly scheduled commercial airlines, as well as by other aircraft, private, public and commercial, and that this lease and the use of the property herein leased shall at all times be subject to all of the rules and regulations of the Federal Aviation Administration, and shall be subject to all rules and regulations made and established by the City of Monroe, Louisiana, or its duly authorized agents and employees concerning the use and occupancy of and operation at said field. Lessee shall also obey all the laws and ordinances of the United States, the State of Louisiana, and the City of Monroe in the conduct of its business on the leased premises. This lease and all provisions hereof shall be subject to and subordinate to any and all rights of the United States of America resulting from the terms and conditions set forth in the Deed of Acquisition by which the City of Monroe acquired title to Selman Field from the United States of America.

15.

SUBLEASE

Lessee shall be without right or authority to sell, assign or sublease or in any way or manner convey the whole or any part of this lease unless the written consent of Lessor is first had and obtained.

16.

NONINTERFERENCE WITH AIRPORT USE

That the Lessor reserves for itself, its successors and assigns the right to prevent any use of the property which would interfere with aircraft landing on or taking off from Monroe Regional Airport, and the right to prevent any other use of said land which would constitute an Airport hazard. Notwithstanding any other provisions of this lease, no use may be made of land established by this lease in such a manner as to create electrical interference with navigational signals or radio communication between the Airport and aircraft, make it difficult for pilots to distinguish between Airport lights and others, result in glare in the eyes of the pilots using the Airport, impair visibility in the vicinity of the Airport, create bird strike hazards, or otherwise in any way endanger or interfere with landing, takeoff or maneuvering of aircraft intending to use the Airport.

17.

NONDISCRIMINATION

The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agrees as a covenant running with the land that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

18.

ENCUMBRANCES

Lessee declares that he is familiar with the terms and conditions under which the City of Monroe holds title to this property from the United States of America; that the title from the United States to the City of Monroe of what is known as Selman Field is of record in the office of the Clerk of Court for the Parish of Ouachita with which terms and provisions he is familiar, and he takes and accepts this lease subject to all of the terms and conditions and provisions contained in said recorded agreements between the United States of America and the City of Monroe, and declares and

agrees that should the United States of America exercise, during the period of this lease, any of the rights therein reserved to it, Lessee shall hold the City of Monroe harmless and relieve it from any claim by Lessee on account of the execution of this lease.

19.

AFFIRMATIVE ACTION PROGRAM

The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color or national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Lessee assures that it will be required that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

THUS DONE, READ AND SIGNED in the presence of the undersigned legal and competent witnesses and me, Notary, in the City of Monroe, Ouachita Parish, State of Louisiana, on this _____ day of _____, 2014.

WITNESSES:

CITY OF MONROE, LOUISIANA

Print Name

By: _____
JAMES E. MAYO, MAYOR

Onyx Advertising

Print Name

By: _____
Jennifer Johnson

ORDINANCE

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. _____:

AN ORDINANCE AUTHORIZING THE CITY OF MONROE TO ACQUIRE A CERTAIN 0.424 +/- ACRE TRACT OF REAL PROPERTY FROM SUNSET REALTY, INC. SITUATED IN OUACHITA PARISH FOR THE PURPOSE OF CONSTRUCTION OF THE UNDERGROUND PUMP STATION IN CONNECTION WITH THE NORTH AREA SEWER PROJECT, AND FURTHER PROVIDING WITH RESPECT THERETO

WHEREAS, the City of Monroe needs the property described herein below in connection with the construction of the pump station for the North Area Sewer Project, and

WHEREAS, the price of Sixty-Five Thousand and No/100 (\$65,000.00) Dollars has been submitted by the Seller, Sunset Realty, Inc., as the purchase price for the property.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Monroe, Louisiana in legal session convened, that James E. Mayo, Mayor, be and he is hereby authorized and empowered for and on behalf of the City of Monroe to acquire the following described property for the sum of \$65,000.00, to-wit:

LEGAL DESCRIPTION

Commencing from the Southwest corner of Lot 10 of Unit #2 of Block "B" of Acadian Trace Subdivision and being a property corner on the East right of way of Acadian Trace Drive and intersecting the North right of way of Forsythe Avenue and being the POINT OF BEGINNING; thence, North 08°53'55" East, along the East right of way of Acadian Trace Drive, a distance of 102.54' to a point at the Southwest corner of Lot 9; thence South 81°06'05" East along the South property line of Lot 9, a distance of 150.00' to a point at the Southeast corner of Lot 9 and being on the West line of a 15' servitude; thence, South 08°53'55" West along the said West servitude, a distance of 141.10' to a point on the North right of way of Forsythe Avenue and being a curve to the right whose radius is 1465.72', whose chord bears North 66°40'59" West for a chord length of 154.88' and a arc length of 154.95' back to a property corner on the East right of way of Acadian Trace Drive intersecting the North right of way of Forsythe Avenue and being the POINT OF BEGINNING and containing 0.424 acres more or less, all located in Unit #2 of Block "B" of Acadian Trace Subdivision in Monroe, Ouachita Parish, Louisiana.
Reference Plat: Unit 2 Acadian Trace, a re-subdivision of Deer Park Subdivision by John Maroney, Dated September 14, 2005.

IT IS FURTHER ORDAINED, that this Ordinance shall become effective immediately upon passage.

This Ordinance was **INTRODUCED** on the 10th day of June, 2014.

NOTICE PUBLISHED on the _____ day of _____, 2014.

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

AYES:

NAYS:

ABSENT:

And the Ordinance was declared **ADOPTED** on the _____ day of _____, 2014.

CHAIRMAN

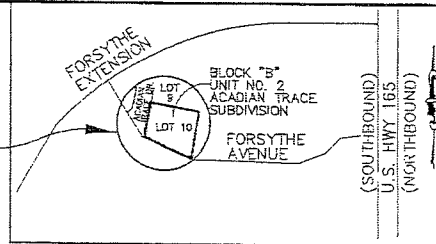
CLERK OF THE COUNCIL

MAYOR'S APPROVAL

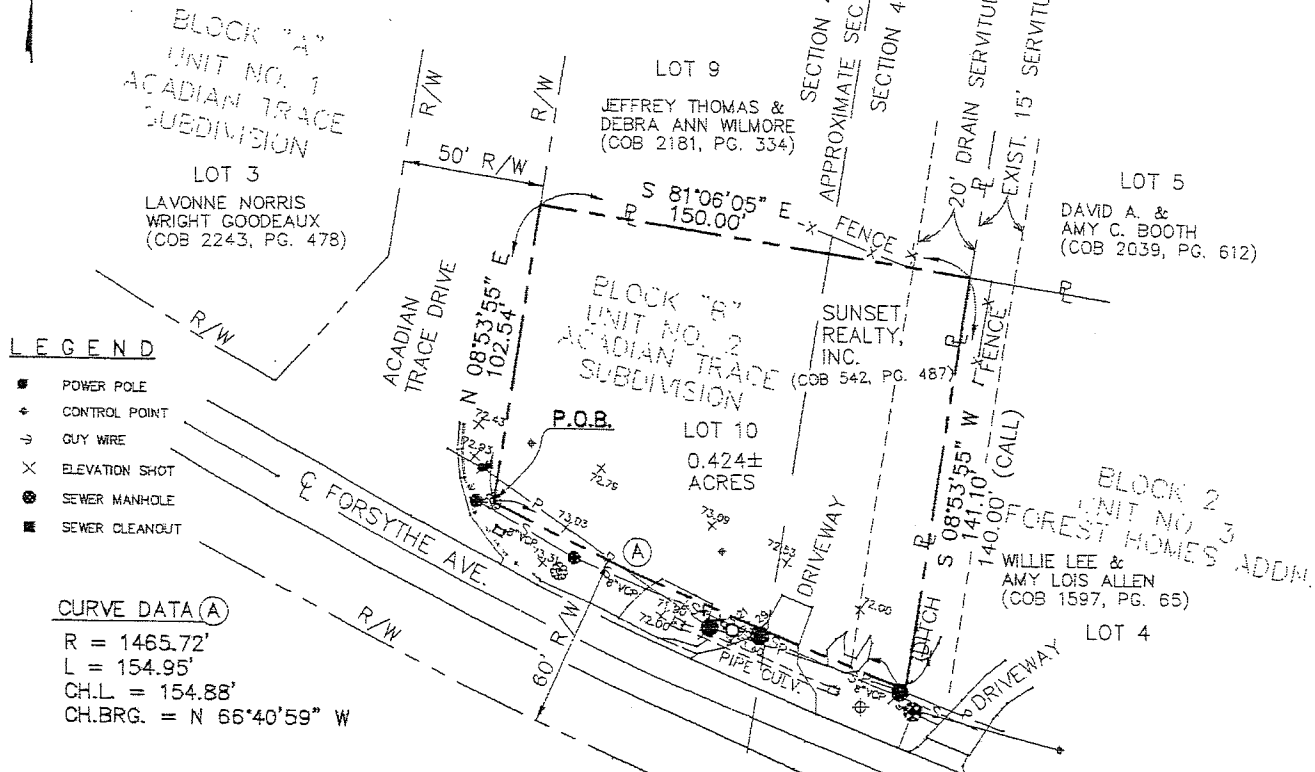
MAYOR'S VETO

LAND DISTRICT NORTH OF THE RED RIVER
 SECTIONS 44 & 45, T-18-N, R-4-E
 OUACHITA PARISH, LOUISIANA

PROJECT LOCATION



VICINITY MAP
 NOT TO SCALE



LEGEND

- POWER POLE
- ◆ CONTROL POINT
- GUY WIRE
- X ELEVATION SHOT
- ⊙ SEWER MANHOLE
- SEWER CLEANOUT

CURVE DATA (A)

R = 1465.72'
 L = 154.95'
 CH.L = 154.88'
 CH.BRG. = N 66°40'59" W

PLAT OF REFERENCE:

PROPERTY SURVEY OF UNIT NO. 2 ACADIAN TRACE
 A RESUBDIVISION OF DEER PARK SUBDIVISION UNIT NO. 1
 BY: JOHN G. MARONEY, SURVEYOR
 DATED: SEPTEMBER 14, 2005
 SITUATED IN SECTIONS 44 & 45, T-18-N, R-4-E
 OUACHITA PARISH, LOUISIANA

BASIS OF BEARING:

BEARINGS ARE BASED ON
 GPS OBSERVATION, NAD 83.



I, RANDY A. DENMON, P.L.S., do hereby certify that the property shown hereon by heavy lines has been surveyed by me or under my direct supervision and that each corner has been monumented as indicated. This survey has been made in accordance with the standards for property boundary surveys stipulated in Chapter 25, LAC 46; LXI and meets the requirements for a Class "B" Survey.

RANDY A. DENMON
 P.L.S. NO. 4798

PROPERTY SURVEY
 OF
 A 0.424 ACRE TRACT
 FOR
CITY OF MONROE
 SITUATED IN
 SECTIONS 44 & 45, T-18-N, R-4-E
 OUACHITA PARISH, LOUISIANA

DATE	4-16-14	SCALE	1" = 40'
DESIGNED BY	CNH	PROJECT NO	STEVEN
CHECKED BY	DJA	DRAWING NAME	Plat-15-14
DRAWN BY	S.L.	SHEET	1

DENMON ENGINEERING CO., INC.
 ENGINEERS AND SURVEYORS
 MONROE, LOUISIANA

NO.	DATE	DESCRIPTION	BY
REVISIONS			