

Flow Chart
To go to the Parish Attorney

RUSH!

Date sent to Parish Attorney		JUNE 1, 2012		
Name of Contractor	WHLC/ ARCHITECT SCHWARTZ			
Project Description	ARCHITECTURAL SERVICES FOR PROJECT # 11-ASD-CP-0004 RIVER CENTER BRANCH LIBRARY.			
Dept./Contact	DPW- SEWER ENGINEERING			
	\$1,516,847.00			
Who will be signing contract/amendment? <small>(bold or circle one/add "other")</small>	Mayor-President , Director of Purchasing or _____ (other)			
<ul style="list-style-type: none"> • NOTE: complete the required info below and/or check the appropriate column if on file. 	Attached or on file	Information still in route	Not Applicable	
Insurance	x			
Performance Bond			x	
Affidavit	x			
Company Resolution			x	
Council Resolution /Resolution No. 49445	x			
Grant Committee Approval/Date: _____			x	
Copy of Last Budget or other funding source information—i.e.			x	
Memo attached from department explaining what the contract is for; funding source, if payment will be made via purchase order or payment voucher process, and any other pertinent info required for purchasing or parish attorney review. *YES/NO			x	
<input checked="" type="checkbox"/> Please forward this contract to MAYOR'S OFFICE	<div style="border: 2px solid black; padding: 10px; width: fit-content; margin: auto;"> <p style="margin: 0; font-weight: bold; font-size: 1.2em;">RECEIVED</p> <p style="margin: 0; font-weight: bold;">JUN 01 2012</p> <p style="margin: 0; font-weight: bold;">PARISH ATTORNEY</p> </div>			
<input type="checkbox"/> Return to Purchasing for DIRECTOR'S signature or handling <small>(check or bold action required)</small>				
* If department has not provided a memo with required information, the buyer is responsible for confirming and providing that information before Purchasing Director will approve routing to Parish Attorney's Office.				
Buyers and Purchasing Director Initials & date of review.	PW [Signature] 6/1/12			

Please email Purchasing when contracts are ready to be picked up
purchasinginfo@brgov.com or call 389 3259 ext 0



**CITY OF BATON ROUGE
PARISH OF EAST BATON ROUGE**

Department of Public Works
Architectural Services
225-389-4694 Voice
225-389-4704 Fax

LETTER OF TRANSMITTAL

DATE 6/1/2012	JOB NO. 11-ASD-CP-0004
ATTENTION Shannon Landry	
PROJECT: Downtown River Center Branch Library	
RE:	

TO
Shannon Landry
Purchasing Division

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

- Shop drawings
 Prints
 Plans
 Samples
 Specifications
 Copy of letter
 Change Order
 Architectural Services Agreement

COPIES	DATE	NO.	DESCRIPTION
3	6/1/2012		Three (3) signed original copies of Architectural Services Agreement for Downtown River Center Branch Library
1	6/1/2012		Notarized Affidavit
1	6/1/2012		Insurance Certificates
1	6/1/2012		Joint Venture Agreement
1	6/1/2012		Resolution No. 49445, approved by the Council on 5/23/2012, authorizing the execution of this agreement

THESE ARE TRANSMITTED as checked

- For approval
 Approved as submitted
 Resubmit _____ copies for approval
 For your use
 Approved as noted
 Submit _____ copies for approval
 As requested
 Returned for corrections
 Return _____ copies for approval
 For review and comment
 For bids due _____
 Prints returned after loan to us
 For further processing

REMARKS Shannon,
 Attached are three (3) original copies of the above referenced agreement (and other attachments as indicated above), for further processing.
 Please let me know if you have any questions or need any further information.
 Thank you,
 Carla

COPY TO John Carpenter

FROM: Carla Demoulin, DPW Arch. Services

SIGNED: *Carla*

If enclosures are not as noted, kindly notify us at once.

ADOPTED
METROPOLITAN COUNCIL

MAY 23 2012

Brian Maynard
COUNCIL ADMINISTRATOR TREASURER

834

RESOLUTION

49445

AUTHORIZING THE MAYOR-PRESIDENT TO EXECUTE A CONTRACT WITH WHLC ARCHITECTURE - SCHWARTZ / SILVER A JOINT VENTURE, FOR ARCHITECTURAL DESIGN SERVICES IN CONNECTION WITH THE DESIGN OF A NEW EAST BATON ROUGE DOWNTOWN RIVER CENTER BRANCH LIBRARY, BEING CITY-PARISH PROJECT NO. 11-ASD-CP-0004, R.F.Q. NO. 11-DP-ADS-003, IN AN AMOUNT NOT TO EXCEED \$1,516,847.00, CONTINGENT UPON THE PROVISION OF ADEQUATE FUNDING FOR SUCH SERVICES.

BE IT RESOLVED by the Metropolitan Council of the Parish of East Baton Rouge and City of Baton Rouge and by the Board of Commissioners of the East Baton Rouge Sewerage Commission (EBROSCO), acting as the Authority for EBROSCO, that:

Section 1. The Mayor-President, on behalf of the City of Baton Rouge and Parish of East Baton Rouge, and/or the East Baton Rouge Sewerage Commission, are hereby authorized to execute a contract with WHLC Architecture - Schwartz / Silver a Joint Venture, for Architectural Design Services in connection with the design of A New East Baton Rouge Downtown River Center Branch Library, being City-Parish Project No. 11-ASD-CP-0004, R.F.Q. No. 11-DP-ADS-003, in an amount not to exceed \$1,516,847.00, contingent upon the provision of adequate funding for such services.

Section 2. Said contract herein authorized shall be approved by the Office of the Parish Attorney as to form and legality.

Account No. _____ 336.7520285.651200.5982311
Account No. _____
Purchase Order No. _____

THE CITY OF BATON ROUGE - PARISH OF EAST BATON ROUGE
City-Parish Contract ASD-PSA.02.12-Comprehensive Edition

**Contract for Architectural Services
Between Parish and Architect**

CONTRACT

This Contract, made and entered into at Baton Rouge, Louisiana, effective this 5th day of June 2012.

BETWEEN the City of Baton Rouge and Parish of East Baton Rouge, herein referred to as **Parish** and WHLC Architecture - Schwartz / Silver a Joint Venture, herein referred to as **Architect** for the following **Project**:

A NEW EAST BATON ROUGE
DOWNTOWN RIVER CENTER BRANCH LIBRARY
120 ST. LOUIS ST., BATON ROUGE, LA 70802
CITY-PARISH PROJECT NO. 11-ASD-CP-0004

The Parish and the Architect agree as set forth below.

TERMS AND CONDITIONS OF CONTRACT BETWEEN PARISH AND ARCHITECT

Architect agrees to proceed, upon written notice of the Director of Public Works, with all services necessary for the performance, in proper sequence and in the time specified, of the items of work for the Project as hereinafter set forth in Exhibits A and B. Services by Architect will be subject to review and administration by the representative of the Parish, the Department of Public Works Division of Architectural Services, unless designated otherwise by the Director of Public Works. All the services required hereunder will be performed by Architect or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

**ARTICLE 1
SCOPE OF SERVICES**

1.1 The services to be rendered by Architect under this contract shall be divided into various phases covering programming, design studies and schematic designs; preliminary design development plans for the project; preparation of final construction contract plans and specifications; construction administration and project close out for:

The programming, design, demolition and reconstruction of a new downtown River Center Branch Library located at 120 St. Louis Street, Baton Rouge, Louisiana

1.1.1 Phases of work are described in **Article 5** and in detail in the attached **Exhibit "A", Article 1.**

**ARTICLE 2
GENERAL REQUIREMENTS**

2.1 The Architect will work closely with the Library and the Department of Public Works in providing site planning, programming and any required design services for the proposed facility as itemized in Exhibits A and B. With the exception of the data specifically listed to be furnished by the Parish, Architect shall, for the agreed fees, obtain all data and furnish all services and materials required to fully develop and complete the preliminary planning of the project through the completion of the construction phase as described herein, including any and all work beyond the limits of the project that may be necessary to make proper utility connections for the project and to provide adequate site drainage. All items required to accomplish these results, whether or not specifically mentioned in this contract, including attendance by Architect at meetings and public hearings, are to be furnished at the expense of the Architect.

**ARTICLE 3
SERVICES TO BE PERFORMED BY PARISH**

3.1 The Parish will furnish, upon request in writing of Architect, without charge, the services and data applicable to the Project as included in Exhibit "A".

**ARTICLE 4
CONSTRUCTION BUDGET**

4.1 The Budget is the amount of funds available for construction of the Project as fixed by the Parish. The Architect's initial fee is based on those funds available for the awarding of the construction contract(s).

4.2 The Architect shall be responsible for designing the project so that the base bid does not exceed the Budget. The use of any alternate bids must be approved by the Parish. The Parish will take into consideration abnormal escalation in construction costs that can be substantiated.

4.3 At the completion of each phase, as stated hereinafter in Exhibit "A", Article 1.1, the Architect shall determine whether the funds available for construction are realistic for the project when compared with the original Budget. The funds available for construction shall include a contingency for change orders. At this point, or at any other submissions of Probable Construction Cost by the Architect, if such Probable Construction Cost is in excess of funds available the Parish shall have the option to:

- 1) Instruct the User Agency to collaborate with the Architect to revise the program so that it will be within the funds available for construction; or
- 2) Provide additional funds to increase the Budget and amend the Scope of Work, or
- 3) Terminate or suspend the Project in compliance with Article 9 of this Contract.

4.4 When the lowest bona fide Base Bid exceeds the Budget, the Parish shall have the option to (1) meet with the Architect and if within reason, propose value engineering credits in order to meet the Budget under the original Bid, (2) have the Architect, without additional compensation, modify the Construction Documents as required in order to rebid the project to be within the Budget amount, (3) provide additional funds to award the Construction Contract, or (4) terminate the Project in accordance with Article 9 of this Contract.

4.4.1 The lowest bona fide Base Bid is defined as the lowest Base Bid submitted by a properly licensed Contractor, and not withdrawn in accordance with R.S. 38:2214 which complies in every respect with the bidding requirements of the Contract Documents.

4.4.2 When the lowest bona fide bid is below the amount available for construction and the designer has reduced the original program scope to reduce costs, and the lowest bona fide bid is within the available funds for construction, the Parish shall have the option to have the Architect, without additional compensation, modify the Construction Documents as required to restore requirements of the program that were eliminated to reduce cost.

**ARTICLE 5
PAYMENTS TO THE ARCHITECT**

5.1 **PAYMENT OF BASIC SERVICES:** Summarization of all fees shall be as stated as referenced in the below parts. The Parish shall pay and Architect agrees to accept the following as full compensation for the Architectural services to be performed under this contract a lump sum of **\$1,516,847.00** to be subdivided into phases defined in 5.1.3. Due to the unique factors impacting the proposed design solution, this fee has been supplemented with a complexity factor as referenced in Article 2 of Exhibit A.

Part 1 - Demolition, Construction, Land Improvements, Technology, FF&E	\$1,223,671.00
Part 1 - Building Design Complexity Factor	\$183,551.00
Part 2 - FF&E	\$35,625.00
Part 3 - Expenses; Exhibit A, 3.3.1 & Exhibit B	<u>\$74,000.00</u>
Total All Fees	\$1,516,847.00

5.1.1 It is specifically understood between the parties identified herein compensation is a lump sum and is not a percentage of construction costs.

5.1.2 Any additional compensation to the Architect by way of a negotiated supplement to the Contract shall be a lump sum cost. While there are currently no additional supplements available regarding amending existing estimate of construction costs, the Parish is pursuing alternate avenues of financing in order to enhance the overall scope and purpose of the project. Should the scope exceed planned construction costs, compensation will be in compliance with an agreed upon lump sum cost.

5.1.3 The Project shall be subdivided into parts and phases as follows:

Part 1 - Building

I Program Phase	\$98,506.00	7%
II Schematic Design Phase	\$84,433.00	6%
III Design Development Phase	\$211,083.00	15%
IV Construction Documents Phase	\$478,455.00	34%
V Bidding and Contracts Phase	\$42,217.00	3%
VI Construction Administration Phase	\$281,444.00	20%
VII Construction Close Out Phase	<u>\$211,083.00</u>	15%
Total All Phases	\$1,407,422.00	100%

Part 2 - FF&E

I Design Development Phase	\$10,688.00	30%
II Construction Documents/Bidding and Contracts Phase	\$16,031.00	45%
III Construction Administration Phase	<u>\$8,906.00</u>	25%
Total All Phases	\$35,625.00	100%

Part 3 - Reimbursable Expense Allowance, Exhibit B \$74,000.00

Total All Fees \$1,516,847.00

5.1.4 Monthly invoices for services completed to date may be submitted by Architect, and subject to the approval of the Director of Public Works, will be paid within 30 days after approval.

5.1.5 Invoices shall be submitted showing the percentage of work completed on each phase. The Consultant shall submit along with the invoice, in digital (pdf) format, the updated schedule and progress report indicating items or phases of work accomplished.

5.2 **SCHEDULE OF HOURLY RATES:** The Architect shall submit with this Contract, a current Schedule of Hourly Rates regarding all disciplines applicable to this Project, attached as Exhibit "C".

**ARTICLE 6
CONTRACT TIME**

The services to be performed under each phase of this contract shall be commenced promptly by Architect upon receipt of specific notice from the Director of Public Works or his authorized representative to proceed with that component and phase, as further detailed in Exhibit "B", and shall be completed as follows:

I	Program Phase	75 calendar days
II	Schematic Design Phase	105 calendar days
III	Design Development Phase	135 calendar days
IV	Construction Documents Phase	195 calendar days
V	Bidding and Contracts Phase	30 calendar days
VI	Construction Administration Phase ¹	600 calendar days
VII	Construction Close Out Phase ¹	60 calendar days
	Total All Days	1,200 calendar days

1. Calendar days noted in Phase VI and Phase VII are an estimate. Completion of the Project shall continue during the entire construction phase of the project until Council Resolution of Final Acceptance by the Parish and Close Out Phase of this Contract.
2. Each time frame outlined above may include a 14 day review period for the User Agency or Department of Public Works Architectural Services Division to review the documents and submit comments for the Architect to incorporate into the phase.

**ARTICLE 7
OWNERSHIP OF DOCUMENTS**

7.1 All data collected by Architect and all documents, notes, drawings, tracings, files and record drawings on discs collected or prepared in connection with this work, except Architect's personal and administrative files, shall become the property of Parish and Parish shall not be restricted in any way whatsoever regarding its use of such material. Architect shall not be liable for injury or damage from re-uses of the plans, specifications or other construction documents by Parish, if Architect is not also involved in the re-use project. Ownership shall be subject to all conditions of RS38:2317.

**ARTICLE 8
DELAYS AND EXTENSIONS**

8.1 Architect will be given an extension of time for delays beyond their control such as weather or those caused by tardy approvals of work in progress, but no additional compensation shall be allowed for such delays.

**ARTICLE 9
TERMINATION OR SUSPENSION**

9.1 This contract may be terminated by mutual agreement and consent of the parties hereto or by either party upon failure of the other party to fulfill its obligations as set forth in this contract, proper allowance being made for circumstances beyond the control of either party.

9.2 If terminated, Architect shall deliver to the Department of Public Works all drawings and records of the work compiled to the date of termination and the Parish shall pay in full for all work accomplished up to the date of termination, including any percentage earned to date.

9.3 Should the Parish find it necessary to suspend or terminate any portion of the work for lack of funding or other circumstances beyond its control, this may be done by ten (10) days notice given by the Parish in writing to that effect. If suspended, the work may be reinstated and resumed in full force and effect upon receipt from the Parish of thirty (30) days notice in writing to that effect.

9.4 This agreement shall ipso-facto terminate three years after the date of any suspension of the work as provided above if the work has not been reinstated and resumed by notice from the Parish during the three year period, and neither party shall have any further obligation to the other party.

**ARTICLE 10
DISPUTES**

10.1 **Disputes:** Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties shall be referred to the Director of Public Works or his duly authorized representative for determination, whose decision in the matter shall be final and conclusive on the parties to this contract unless non-binding mediation is initiated by the Parish or the Architect. This disputes clause does not foreclose the rights of the parties with respect to questions of law in connection with decisions provided for in the foregoing sentence.

10.2 **Non-Binding Mediation:** In order to further explore efforts to resolve any conflicts that arise during or following the completion of the Project, the Parish and the Architect agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

**ARTICLE 11
INDEPENDENT CONTRACTOR OBLIGATION**

11.1 Architect shall be an independent contractor under this contract and shall assume all of the rights, obligations and liabilities applicable to him as an independent contractor hereunder. Architect shall perform all details of the services in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time the services are performed, with the Parish interested only in the results of the work.

**ARTICLE 12
COMPLIANCE WITH APPLICABLE LAWS**

12.1 Architect shall procure all permits and licenses applicable to the services to be performed and shall comply with any and all Local, State and Federal laws including those regarding age, citizenship, hours, wages and conditions of employment affecting the service covered by this agreement. Architect shall pay the contributions measured by wages of his employees required by the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax as required by law.

**ARTICLE 13
INDEMNITY**

13.1 Architect agrees that it shall indemnify and hold the Parish free and harmless from any and all claims of whatsoever kind or nature, including but not limited to, damages to persons or property and any and all costs and expense relating to the defense of any such claims, including reasonable attorney's fees incident thereto, that may arise out of, or by reason of, the performance of professional services under this contract by Architect to the extent due to any negligent act, error or omission of Architect, Architect's employees or sub-contractors

**ARTICLE 14
ARCHITECT'S INSURANCE**

14.1 Architect shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work covered by this contract. Architect shall not commence work under this contract until the City-Parish Purchasing Division has approved certificates of insurance. Insurance companies listed on certificates must have industry rating of A-, Class VI, according to Best's Key Rating Guide.

14.1.1 Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$2,000,000
Projects-Comp/Op Agg	\$1,000,000
Personal & Adv Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$50,000
Med Exp	\$5,000

14.1.2 Business Auto Policy Any Auto; or Owned, Non-Owned & Hired:

Combined Single Limit	\$300,000
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14.1.3 Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.

14.1.4 The City of Baton Rouge and Parish of East Baton Rouge, must be named as additional insured on all general liability policies described above.

14.1.5 Professional Liability coverage for errors and omissions with a minimum limits of liability of \$1,000,000. No deductible shall be in excess of five percent (5%) of the amount of the policy. If the deductible is in excess of \$10,000, then the policy shall be written with first dollar defense coverage endorsement.

14.1.6 Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.

14.1.7 The Certificate Holder should be shown as: City of Baton Rouge and Parish of East Baton Rouge, Attn: Purchasing Division, Post Office 1471, Baton Rouge, Louisiana 70821.

**ARTICLE 15
PERSONAL INTEREST**

15.1 Architect covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. Architect further covenants that in the performance of his contract no person having any such interest shall be employed.

ARTICLE 16

AFFIDAVIT AND CORPORATE RESOLUTION

16.1 Architect shall attest by Affidavit, a sworn statement that this contract was not secured through employment or payment of a solicitor. If Architect is a corporation, a corporate resolution is furnished as evidence of authority to execute the contract.

ARTICLE 17

RIGHT TO AUDIT

17.1 Architect shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Architect relating to his performance under this contract.

ARTICLE 18

ASSIGNMENT

18.1 Architect shall not assign any of the services covered by this contract nor assign any interest in the contract or transfer any interest in same (whether by assignment or novation) without the prior written approval of the Parish. Architect shall submit names of sub consultants to Parish prior to beginning work.

END OF ARTICLES

IN WITNESS WHEREOF, the Parish and Architect have executed this contract effective as of the date first written above.

WITNESSES:

CITY OF BATON ROUGE AND
PARISH OF EAST BATON ROUGE

Parish

[Signature]

By *[Signature]*

Title MAJOR-PRESIDENT

WHLC ARCHITECTURE - SCHWARTZ / SILVER
A JOINT VENTURE

Architect

[Signature]

By *[Signature]*

Title PRINCIPAL

[Signature]

By *[Signature]*

Title PARTNER

PSA - 7

APPROVED

[Signature]
PARISH ATTORNEY'S OFFICE

EXHIBIT A

CONTRACT FOR ARCHITECTURAL SERVICES SCOPE OF WORK

NEW EAST BATON ROUGE DOWNTOWN RIVER CENTER BRANCH LIBRARY

ARTICLE 1 SCOPE OF SERVICES

The Architect's Scope of Services consist of the seven phases described in Paragraphs 1.1 through 1.7 and include normal structural, mechanical and electrical engineering services and any other services included in Article 1 of the Contract.

The Architect's responsibility under this contract shall be to design and administer demolition of an existing building, construction of a new building, along with its associated site/civil work, FF&E, signage, technology and landscaping. The Architect shall also be responsible for preparing bid documents for the demolition and removal of the existing building and associated site improvements. A summary of services required for this project include:

- 1) Programming,
- 2) Materials and construction staging study & recommendations. Improvements under construction or having just completed construction will affect this site and its ability to accommodate the construction process. It is imperative these new developments are properly protected. The Architect shall therefore explore and solve the staging of construction, traffic flow and any other ancillary processes imposed during demolition and construction events.
- 3) Building demolition,
- 4) Potential environmental abatement and monitoring in coordination with building demolition phase. Costs related to this item shall be provided by a third-party firm engaged by Parish,
- 5) Building construction,
- 6) Design and parking,
- 7) Land Improvements and irrigation,
- 8) Creation of a Technology Package. Being located in the heart of an evolving downtown district, the injection of a rich but practical technological presence into the design solution has been given a high priority. It is therefore anticipated this presence will be explored and fully programmed by the Architect and at that time, properly integrated into a cohesive building and site design. The Architect will be urged to include into their exploration of ideas, the neighboring development teams and User Agencies so as to have a complete understanding of those technologies which are currently incorporated into Town Square, Galvez Plaza, the River Center and Repentance Park projects and which technologies may be introduced to further enhance the connection between the aforementioned campus and the new library.
- 9) Furniture, Fixtures & Equipment,
- 10) Any other fees or services associated with preparing a complete and qualified bid package(s) for construction.

1.1 PHASE I - PROGRAM PHASE: After the Contract is signed by the Parish, Architect and User Agency shall schedule and hold a programming interview. The purpose of this interview shall be to initiate a general review and discussion of the Project, including, but not limited to, submitting, adopting or confirming the following:

- 1.1.1 After the initial pre-design conference the Architect shall meet and work with the Parish and User Agency to determine detailed program requirements for the project and shall research and complete the program in a form acceptable to the Parish.
- 1.1.2 The Architect shall determine whether the funds Available For Construction are realistic for the project when compared with the completed program, as described in Article 4.3.
- 1.1.3 The Completed Program shall be submitted to the Parish and the User Agency for their written approval and thereafter only the Parish shall have authority to alter the Program. Any authorization by the Parish to alter the Completed Program shall be in writing.
- 1.1.4 The Architect shall finalize a Time Schedule for the Parish's approval.

1.2 PHASE II –SCHEMATIC DESIGN PHASE: Upon review and approval of the Program, the Parish, Architect and User Agency shall schedule and hold a Pre-Design Conference. An updated Project Schedule and Statement of Probable Construction Cost shall be submitted at this time. The purpose of this conference shall be to initiate a general review and discussion of the Project, including, but not limited to, submitting, adopting or confirming the following:

- 1.2.1 The Architect shall review the program furnished by the Parish to ascertain the requirements of the Project and shall review the understanding of such requirements with the Parish. The Architect shall review:
 - 1) The Scope of Services included in this and subsequent phases of work described in this Article so as to deliver a complete and functioning product to the Parish.
 - 2) The location of the facility(s), and relevant site information, the type of usage, number and sizes of spaces required, adjacency considerations, the type and number of people using the facility and the activities to be held in the facility;
 - 3) The funds available for construction relative to the proposed Budget and the Architect's Fee;
 - 4) The Contract Time outlining anticipated completion dates of designated phases as described in Article 6 of the Contract. The planning of phases shall commence with the date of the Contract Notice to Proceed and shall continue until delivery of all construction documents to the Parish sufficiently complete, coordinated and ready to bid. The number of calendar days in the architect's Project Schedule, further defined in Paragraph 1.1.4, shall take into account review periods agreed to between Architect and Parish. Documents will be considered to be "sufficiently complete, coordinated and ready for bid" only if the advertisement for bid can be issued with no further revisions to the Documents except minor corrections and/or additions that can be made by addenda. Any reasonable re-submittals required to complete the documents will be included in the design time.
- 1.2.2 The Architect shall prepare, for approval by the Parish, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components, including FF&E and Landscaping documents.
- 1.2.3 The Architect shall submit to the Parish a Statement of Probable Construction Cost based on current area, volume or other unit costs. The Architect shall determine whether the funds available for construction are realistic for the project Budget when compared with the completed schematic design and approved budget. At this point, or at any other submissions of probable construction cost by the Architect, if such probable construction cost is in excess of the Budget, the Parish shall have the option to:
 - 1) Instruct the User Agency to collaborate with the Architect to revise the program so that it will be

within the funds available for construction; such program revisions shall be done without additional compensation to the Architect, hereinafter:

- 2) Provide additional funds to increase the Budget and amend the Scope of Work, or
- 3) Terminate or suspend the project in accordance with Article 9 of the Contract.

1.2.4 The Architect shall submit a Project Schedule defining within the revised Contract Time Phases, outlined in appropriate Gantt Chart format, probable dates of completion in concurrent date and days format using software provided by Microsoft® Project or other software approved by the Parish.

1.2.5 The Architect shall submit an analysis of submittal requirements for review and approval. It shall be the responsibility of the Architect to verify (with Local Ordinances, State Building Code and the State Fire Marshal) the latest edition of the codes and standards in effect for use on a project.

1.3 PHASE III – DESIGN DEVELOPMENT PHASE: The preparation of preliminary layout and design plans establishing preliminary geometry, an updated Project Schedule and Statement of Probable Construction Cost. These plans shall be submitted to the Parish for examination and comments and upon receipt of any such comments Architect shall revise the plans accordingly.

1.3.1 Based on the approved Program Analysis & Schematic Design Documents and any adjustments authorized by the Parish, including the review of funds available for construction, the Architect shall prepare, for approval by the Parish:

- 1) Design Development Documents consisting of drawings indicating site and building(s) layout including plans, elevations, sections, schedules, etc., interior design, furniture & fixture layouts, expanded outline specifications based on of the Construction Specifications Institute (CSI) format, statements of Classification of Occupancy, Classification of Construction and other documents to fix and describe the size and character of the entire project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be required.
- 2) The assembly and study of existing data, including improvement studies, topographic surveys, boring information, if any, any data available from the Parish and such other data as can be located through efforts of the Architect.
- 3) The location and establishment of ownership of all utilities in the way of the construction. Architect shall show all existing utilities on the plans and transmit prints to the various utility companies for verification and for the location of any additional utilities and other required information. The Architect shall furnish copies of all correspondence with the utility company to the Parish. It is not the intent of this item to require that Architect perform any excavation to determine the location of any utilities.

1.3.2 A preliminary Energy Conservation Analysis, in compliance with ANSI/ASHRAEIESNA 90.1 - 2004 or most recent edition, for the Project shall be prepared by the Architect and submitted to the Parish Division of DPW Architectural Services and State for review and approval. Obtaining LEED certification within the existing budget of this project is not required by the Architect. Where economically feasible however, the Architect shall endeavor to demonstrate sustainable design practice with regard to improving performance in the areas of energy savings, water efficiency, CO2 emissions reduction, improvement of indoor environmental quality, and stewardship of resources and sensitivity to their impacts within the present project budget.

1.3.3 The Architect shall submit to the Parish an updated Statement of Probable Construction Cost.

1.3.4 The Architect shall submit to the Parish an updated Project Schedule.

1.3.5 While it is expected through the course of design development in previous phases, the Architect, within his core services submit preliminary sketches and mass models best expressing the visions of the designer, the Architect shall have an extended budget as defined in Exhibit B, item 3, for the purpose of submitting higher quality presentation renderings and models; not less than one high quality rendering for the Parish and model studies developed in such detail to the satisfaction of the User Agency, of the final design.

1.3.6 The Architect will submit to the Parish, digital copies of this phase's plans and renderings.

1.4 PHASE IV – CONSTRUCTION DOCUMENTS PHASE: Based on the written authorization by the Parish, Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project Budget authorized by the Parish, the Architect shall prepare, for approval by the Parish, Construction Documents consisting of Drawings and Specifications bearing the Architect's seal and those of his consultants, all sufficiently complete and clear to define the quantity and quality of the work to bid and build the Project.

1.4.1 A final plan review will be made with representatives of the Parish after the Design Development Phase plans have been developed for the purpose of determining changes or revisions, additions or deletions to be made in preparing final design drawings. Such plans shall be accompanied by a written acknowledgment from the Architect that a detailed check has been made prior to submission.

1.4.2 The documents shall be complete detailed construction contract plans drawn to an acceptable scale for the project, which plans shall include designs and/or plans for all grading, drainage, pavements, structures, and utilities pertinent to or affected by construction may proceed. Designs shall conform to Parish standards and criteria where such standards and criteria exist and further include:

- 1) Construction Documents - Dimensioned plans, elevations, sections, details and schedules of all architectural, FF&E, landscaping, civil, structural, mechanical and electrical work in the project.
- 2) Technical Specifications - of the materials, processes or systems to be incorporated in the work, using the Construction Specifications Institute format. State law prohibits the Architect from closing specifications on any item in the specification except as provided for in R.S. 38:2290-2296 and in R.S. 38:2290. A. Any reason for closing specifications as provided for by law shall be brought to the attention of the Parish in writing for review.
- 3) Bidding and Construction Contract Forms - The Parish will furnish to the Architect, along with the Architect's contract documents, the final bid package which will include: Notice to Bidders, Lump Sum Quotation pages, Special Provisions, General Provisions, Sample Agreement Between Owner and Contractor, Performance and Payment Bond, non-collusion Affidavit, and other forms used by the Parish.
- 4) Special Documents - If applicable, the Architect shall consult with the Parish to determine if a Prevailing Wage Determination from the Secretary of Labor should be included in the Documents and obtain one if necessary.
- 5) All documents shall be complete and coordinated. The Architect is responsible for coordination of all documents and all disciplines. The Architect is responsible for coordination between all named products and performance criteria.

1.4.3 The Architect shall be responsible for the preparation of any special specifications and special provisions required for this work. The general and standard specifications and standard contract documents for this project will be those of the City-Parish and will not be the responsibility of Architect. Any item of work,

which appears on the final plans, which is not covered by a standard specification will have the special provision prepared and submitted by Architect.

1.4.4 The Architect shall update and verify the Energy Conservation Analysis prepared in the Design Development Phase. The Architect shall advise the Parish of any adjustments to previous Project Schedule and Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.4.5 Final contract plans and as-built documentation submitted to the Parish, shall be original drawings produced on AutoCAD® in any release from 2005 or later, with black lettering of adequate size to be legible after a 50% size reduction of plans. Digital files must be submitted in both modifiable 'dwg' format and unencrypted Adobe® Acrobat 'pdf' format. Specifications shall be in Microsoft® Word format. Any plans and/or specifications not conforming to these standards may be rejected.

1.4.6 The Architect shall submit one bound copy of all design calculations on the Project for the Parish's files.

1.5 PHASE V – BIDDING AND CONTRACTS: If this phase is included in Article 5 of the Contract, Payments to the Architect, 5.1-Payment of Basic Services, the Architect, following the Parish's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Parish in obtaining bids or negotiated proposals, and assist in awarding and preparing contracts for construction.

1.5.1 Upon receipt of corrected and completed Construction Documents, and approval of the latest Statement of Probable Construction Cost, the Parish may advertise the Project for bids and shall be assisted by the Architect in obtaining bids. If, at the end of the contract document phase, it is determined that the Architect's estimate, taking into consideration a contingency for change orders, is more than the funds budgeted by the Parish for the project then the project shall not be advertised until such time proper redesign meeting the budgeted funds can be realized. If the project is advertised then the designer's estimate shall be read aloud at the bid opening. It is the Architect's responsibility to have approvals which have not expired or will not be expired by the time of anticipated contract award.

1.5.2 The Architect shall be responsible for the furnishing and distribution of copies of Construction Documents to the following:

- 1) To the Parish and User Agency,
- 2) To other State agencies and regulatory authorities as required or directed by the Parish,
- 3) To the Office of the State Fire Marshal and Parish Permit and Inspection Division for the purpose of review and approval.
 - a) All plan submittal or other review fees required within the City and Parish shall be paid by the Parish.
 - b) Plan submittal fees associated with the State Fire Marshal or other entities requiring review of this project not within the City and Parish shall be paid by the Architect.
- 4) The Architect shall be responsible for the cost of furnishing and distribution of document copies to their consultants.
 - a) The Parish is responsible for the cost of furnishing and distribution of documents to all bidders.

1.5.3 Plan deposits shall be in accordance with the Parish's requirements and Public Bid Law. Architects may recommend alternative methods of document distribution for approval by the Parish. Methods require written approval by the Parish and must comply with all provisions of Public Bid Law particularly with regard to R.S. 38:2212 A (1) (e).

- 1.5.4 The Architect and Parish shall conduct a pre-bid conference to discuss all aspects and requirements of the proposed project with prospective bidders; a date, time and place to be published in the Bid Document's, Notice to Bidders.
- 1.5.5 The Architect shall submit copies of the final drawings and contract documents for bidding and coordination purposes. The Parish will compile all front end documents necessary for the completed bid package and administrate the bid process with the cooperation of the Architect.
- 1.5.6 The Architect shall prepare and timely deliver all addenda.
- 1.5.7 The Architect shall assist the Parish in securing bids for the project, attending the bid opening and recommending the award of the construction contract to the lowest responsible qualified bidder.
- 1.6 PHASE VI – CONSTRUCTION ADMINISTRATION:** If this phase is included in Article 5 of the Contract, Payments to the Architect, 5.1-Payment of Basic Services, this phase shall consist of all architectural services required for reporting of general observations during construction and certification of payments of the contractor. The work under this Phase consists of the following major items:
- 1.6.1 After the execution of the construction contract, the Parish will issue a Notice to Proceed to the Contractor and will notify the Architect to arrange for and conduct a pre-construction conference. The Architect shall conduct and act as the Parish representative at the pre-construction conference.
- 1.6.2 The Architect shall make written recommendations for approval by the Parish, for the type and number of tests required for the Project, as soon as the construction contract has been awarded. The Parish will select, contract for and pay for such testing services. The Architect shall coordinate with the Parish project representative and the assigned testing laboratory representative to insure all tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
- 1.6.3 Required Reporting: The Architect shall endeavor to guard the City-Parish against defects and deficiencies in the Work of the contractor. A written report of each visit to the project shall be prepared by the Architect and each of his principal consultants. The report should be a complete record of the proceedings at the architect's jobsite visit and shall include:
- 1) Report number, date, time, and duration of visit
 - 2) Weather conditions
 - 3) Persons present
 - 4) Percentage of work completed by trade
 - 5) Work progress compared to schedule
 - 6) Photographic evidence in digital format of field observations or potential problems observed
 - 7) Work now being accomplished
 - 8) Work scheduled before next visit
 - 9) Questions raised by contractor or owner
 - 10) Determinations, interpretations, and decisions made by the architect
 - 11) Any questions or actions that remain pending for appropriate attention
- The above report shall be transmitted electronically or in writing to the City-Parish Public Works Architectural Services Division and the Contractor within five (5) calendar days after each visit.

- 1.6.4** The Architect shall visit the project as often as necessary and not less than once per week and submit a report subject to Article 1.6.3 to the City-Parish Public Works Architectural Services Division in order to become generally familiar with the progress and quality of the work related to their disciplines and to determine if that work is proceeding in general accordance with the contract documents. Such visits by the Architect's principal consultants shall not be less than an average of once per two weeks while the scope of their work is being performed. The Architect shall not assume the role of his principal consultants in making site visits. In addition, project visits by both the Architect and his principal consultants shall be made at key points in the construction process.
- 1.6.5** On the basis of the Architect's and principal consultant's on-site observations, he shall endeavor to guard the Parish against defects and deficiencies in the Work of the contractors. A written report (see article 1.6.3) of each visit to the project shall be prepared by the Architect and each of his principal consultants and shall be transmitted to the Parish, User Agency, and Contractor within five (5) calendar days after each visit.
- 1.6.6** The Architect agrees that his designated representatives on the construction project shall be qualified by training and experience to make decisions and interpretations of the Construction Documents and such interpretations shall be binding upon the Architect as if made by him. All such decisions shall be confirmed in writing immediately with copies to the Parish and Contractor, conditioned that such decisions and interpretations shall not modify adversely the requirements of the contract documents. If at any time, the Parish determines that the designated representative does not meet these qualifications, the Architect shall promptly replace the representative. This paragraph does not apply to the Architect's full-time project representative.
- 1.6.7** The Architect shall further:
- 1) Consult with and advise the Parish Project Architect or appointed representative of the quality of the work when making his on-site observations and he shall schedule his visits at the times the Parish representative is present.
 - 2) Based on observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall submit to the Director of Public Works or his authorized representative Certificates for Payment in such amounts. No Certificate of Payment shall be submitted until a schedule of values has been received from the Contractor. The submission of a Certificate for Payment shall constitute a representation by the Architect to the Parish, that the Work has progressed to the point indicated and that to the best of the Architect's knowledge, information and belief, the quality of the Work is in general accordance with the Contract Documents and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Contract sum. The Architect shall process certificates as promptly as possible with copies to the Contractor, and in any case within seven (7) calendar days. If a certificate is held up or adjusted for any reason, written notice stating the reasons for the delay or adjustment must be given to the Contractor and Parish within seven (7) days.
 - 3) The Architect shall instruct the Contractor to establish and conduct a regular schedule of monthly meetings, to be held on the job site each month throughout the construction period, and shall require attendance at the meetings by representatives of his principal Consultants. The Parish and User Agency shall be notified of such meetings and may be represented. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way to the end of maintaining progress of the project on schedule and completing the project within the contract time.

- 4) The Architect shall prepare and submit to the Parish and Contractor a monthly Status Report on the Project. The form of the Report shall be supplied to the Architect at the Pre-Construction Conference. The Architect's Status Report shall be submitted to the Parish monthly along with the Contractor's Certificate for Payment and Architect's Statement for Professional Services.
- 5) The Architect shall be the interpreter of the requirements of the Contract Documents and the impartial judge of the performance there under by both the Parish and Contractor. The Architect shall make decisions, on all claims of the Parish or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto.
- 6) The Architect shall have authority to reject work which does not conform to the Contract Documents. If the Architect considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he shall request the Parish to authorize special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work then be fabricated, installed or completed.
- 7) The Architect shall promptly review shop drawings, samples and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The Architect shall promptly respond to all requests for information from the Contractor within a reasonable time period.
- 8) Only with the written authorization of the Director of Public Works or his authorized representative, shall the Architect prepare Change Orders. Upon authorization, the Architect shall prepare Change Orders or supplemental agreements as appropriate for ordering approved changes in the work from that originally shown on the drawings or as specified in the contract documents. The Architect shall obtain from the Contractor his estimate of cost and time changes in accordance with the Contract Documents for the Change Order, review and approve same, and submit it to the Parish for approval before any changes are made in the Contract. No additional compensation shall be due the Architect for preparation of Change Orders without the written prior approval for such compensation by the Parish, as described in Article 3 of this Exhibit.
- 9) R.S. 38:2241.1 entitled Acceptance of Governing Authority defines the procedures to be followed in accepting a project and gives the Parish the discretion to make acceptance on either full completion or significant completion. Upon completion of the work, or on significant completion or for partial occupancy, as requested by the Parish, the Architect shall conduct an inspection of the project with the Parish, the User Agency and the Contractor to determine if the Contractor's work is in general accordance with Contract Documents. The Architect shall prepare a list of items (punch-list) for correction or completion together with an assigned dollar value.
- 10) When the Parish desires to accept on either full or significant completion, the Architect shall recommend such acceptance in writing and shall issue a Certificate for Payment of funds due the Contractor, excepting retained percentage, liquidated damages and the value of the punch-list items. Only after Council's resolution of Final Acceptance and upon the Contractor's furnishing of a clear lien certificate, the Architect shall make a final inspection and issue a final certificate for the retainage. A Certificate of Payment for punch-list items shall be issued upon their completion.
- 11) Upon recommendation of acceptance, the Architect shall receive, review and forward to the Parish guarantees, operation, and maintenance manuals, keys and other closing documents as required by the Contract Documents. Architect shall obtain a written receipt for these and forward same to the Parish, together with copies of all guarantees and warranties.
- 12) The Architect shall not supervise, direct or have authority, control over, or responsibility for any of Parish's or others' contractors (including subcontractors, suppliers, and manufacturers, all of any tier) or their means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for the failure to perform work in accordance with

law, regulations, rules, codes, specifications or other requirements applicable to their furnishing or performing their work.

- 13) The Architect shall not be responsible for the design, performance, configuration, manufacture, or safety precautions, devices or warnings as to any machinery, equipment, instruments, controls, software, other items, or any components thereof, which are designed, specified, configured, or manufactured by others.
- 14) Final contract plans submitted to the Parish, shall be original drawings produced on AutoCAD® in any release from 2005 or later, with black lettering of adequate size to be legible after a 50% size reduction of plans. Digital files must be submitted in both modifiable 'dwg' format and unencrypted Adobe® Acrobat 'pdf' format. Specifications shall be in Microsoft® Word format. Any plans and/or specifications not conforming to these standards may be rejected. The Architect shall also submit all written guarantees and other documents assembled by the contractor during the course of the work.

1.7 PHASE VII – CONSTRUCTION CLOSE OUT PHASE: If this phase is included in Article 5 of the Contract, Payments to the Architect, 5.1-Payment of Basic Services, this phase shall consist of:

- 1.7.1 R.S. 38:2241.1 entitled Acceptance of Governing Authority and Parish General Provisions Section 10-7 defines the procedures to be followed in accepting a project and gives the Parish the discretion to make acceptance on either full completion or significant completion. Upon completion of the work, or on significant completion or for partial occupancy, as requested by the Parish, the Architect shall conduct an inspection of the project with the Parish, the User Agency and the Contractor to determine if the Contractor's work is in general accordance with Contract Documents. The Architect shall prepare a list of items (punch-list) for correction or completion together with an assigned dollar value.
- 1.7.2 When the Parish desires to accept on either full or significant completion, the Architect shall recommend such acceptance in writing and shall issue a Certificate for Payment of funds due the Contractor, excepting retained percentage, liquidated damages and the value of the punch-list items. Only after Council's resolution of Final Acceptance and upon the Contractor's furnishing of a clear lien certificate, the Architect shall make a final inspection and issue a final certificate for the retainage. A Certificate of Payment for punch-list items shall be issued upon their completion.
- 1.7.3 After acceptance of the Project by the Parish, the Architect shall prepare and furnish to the Parish (1) a Final Report in the format and containing information as required by the Parish, and (2) two sets of Record Drawings (As-Built) prepared by the Architect, in an archival quality format, further defined in 1.3.5, for the Parish and User Agency files. The Record Drawings shall be prepared on the basis of information furnished by the Contractor and the change orders and shall be reviewed with and approved by the Contractor prior to submission. Architect shall require in the specifications that the Contractor provide, as part of the Operations and Maintenance Manual, all materials identified in the specifications ultimately installed on the project.
- 1.7.4 Architect shall review and approve completion of "punch-list" items remaining after acceptance and shall certify final payment to the Contractor. If the Architect does not find the work acceptable under the Contract Documents after the first onsite punch list review, the Architect shall make one additional punch list review. If the work is still not acceptable, the Architect, and each of the Architect's principal consultants, shall be paid for their time at the project site, for each additional punch list review at the rate specified in the Contract Documents; to be withheld by the Parish from the unpaid funds remaining in the Construction Contract sum.

1.7.5 Acceptance and Final Payment: The process of the signing of the architect's Certificate of Substantial Completion does not entitle the contractor to file for clear lien. While the Parish may upon review, use this document to "stop the clock" for liquidated damages and/or to facilitate a power cut-in via Inspection Division, **this document does not replace the required Final Acceptance document referred to in Section 10-7 of the Parish General Provisions.** This procedure should therefore be followed when issuing a signed Certificate of Substantial Completion to the contractor. If a Certificate of Substantial Completion is signed for the benefit of the Contractor, the form must first be stamped with a clarification statement issued by DPW Architectural Services Division. This is to notify the Assessor's Office this is a City Parish project and the process for Final Acceptance has not been completed should the contractor attempt clear lien.

1.7.6 The Final Acceptance Process:

- 1) The Final Acceptance form is prepared by DPW Architectural Services and circulated for required signatures.
- 2) It then goes to the DPW Director as backup and placed on the Council Agenda requesting Final Acceptance and subsequent resolution.
- 3) The resolution is forwarded to the Parish Attorney who sends the contractor a letter along with the Notice of Owner of Acceptance of Work.
- 4) The contractor, per instructions in the Parish Attorney's letter with instructions states, "must be recorded by you in the Official Records of the Clerk of Court for the Parish of East Baton Rouge. The 45-day lien period will start from the date of recordation of the attached Notice."
- 5) In order to obtain the retainage payment, the contractor must present (either to DPW Architectural Services or the DPW Business Office), the original Clear Lien Certificate, final bill and a copy of the Final Acceptance Resolution adopted by the Metropolitan Council. Retainage payment is then processed.

1.7.7 Warranty Work: Substantial Completion shall not define the lien period process **or commencement of the warranty period.** Parish General Provisions 3-6 Warranty - States the warranty period shall begin upon Council Resolution of Final Acceptance. The Architect shall be required to follow up on items to be corrected during the warranty period and shall arrange for and conduct an on site review of the Project prior to expiration of the one year warranty period and shall be required to inform the Parish, User Agency and Contractor of any items to be corrected and shall inspect the Project as required until the work is completed.

ARTICLE 2 COMPENSATION AND PAYMENT

2.1 The Parish reserves the right to adjust the fee, in agreement with the Architect, before the execution of the Contract. The Parish has adjusted computation of compensation as follows:

2.1.1 In an amount determined by Parish, a complexity factor will be applied to projects requiring additional programming, study of construction logistics in a CBD area, and of highly specialized design character and function requiring a high degree of design skill and requiring extensive, or special scientific, electronic, mechanical and electrical & technological equipment and design expertise.

ARTICLE 3 EXPENSES

3.1 Reimbursable Expenses are in addition to Article 5.1 of the Contract's, Payment of Basic Services, and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project. See Exhibit "C" for the Architect's Schedule of Fees.

3.1.1 As referenced in 1.3.5, expenses related to quality renderings, detailed models, mock-ups or other artwork or publications must be requested by the Parish and approved in writing by the DPW Director or his authorized representative.

3.2 Should changes other than incidental changes be required by the Parish during the progress or after completion of the work, for which Architect is not responsible and which require revision by Architect of work otherwise completed, Architect shall be paid additional compensation in the form of a lump sum for such additional work, on the basis of their certified and itemized reasonable direct payroll costs in order to cover overhead costs and profit.

3.2.1 Direct payroll costs are defined as the cost of salaries (including sick leave, vacation, and holiday pay applicable thereto) of architects, technicians, draftsmen, stenographers, surveyors, clerks, etc. for time directly chargeable to the revision; plus unemployment compensation insurance retirement benefits, and medical insurance benefits.

3.2.2 Each claim for additional compensation shall state the authority for performing such work and shall include a description of the work and give the number of drawings affected. Incidental changes as a result of the review of the preliminary plans shall not qualify for additional compensation.

3.2.3 All plan submittal or other review fees required within the City-Parish shall be paid by the City-Parish. Plan submittal fees associated with the State Fire Marshal or other entities requiring review of this project not within the City-Parish shall be paid by the Architect.

3.2.4 The Architect shall be responsible for all in-house printing including that which is necessary for coordination between the Architect and the Architect's consultants. The Architect shall not be responsible for the reproduction of the final contract documents required for bidding and construction.

3.3 The expenses listed in the following Paragraphs must be submitted by the Architect to the Parish and require written approval from the Parish prior to the signing of the Contract.

3.3.1 A fixed expense for transportation in connection with the Project (living expenses in connection with out-of-town travel, long distance communications), expenses incurred in the preparation and presentation of the Project to public entities and expenses associated with high quality renderings and models. See Exhibit "B" for a Schedule of Pre-Approved Reimbursable Expenses.

ARTICLE 4

SERVICES TO BE PERFORMED BY THE PARISH

4.1 The Parish will furnish to the Architect without charge, the following services and data:

4.1.1 Standard City-Parish Special Provisions, General Provisions and Contract bid documents.

4.1.2 Reproductions of any standard form plan sheets, such as Title Sheet, Summary Sheet, etc., and prints of typical construction plans for use of Architect as a guide.

4.1.3 Coordination of services between the various Parish agencies and Parish design professionals with the Architect.

4.1.4 All associated surveys including utilities, construction testing fees, geotech reports, environmental reports, asbestos abatement, air quality monitoring fees and removal of below-grade environmentally hazardous materials.

- 4.1.5 All plan submittal or other review fees required within the City-Parish. Plan submittal fees associated with the State Fire Marshal or other entities requiring review of this project not within the City-Parish shall be paid by the Architect.
- 4.1.6 The Parish will bear all costs for the reproduction of the final drawings and contract documents required for bidding and construction purposes. The Architect shall be responsible for all in-house printing including that which is necessary for coordination between the Architect's consultants.

**ARTICLE 5
ENDORSEMENT OF PLANS**

- 5.1 As required under the provisions of the Louisiana Revised Statutes, Architect shall endorse all plans, reports, design calculations, specifications and other documents in conformance with the following requirements:
 - 5.1.1 The title or first sheet of the plans shall be sealed and signed by a principal in the firm. In the case of multiple sealings, the title or first sheet of the plans shall also be sealed and signed by Architect or architects/engineers of the appropriate discipline who are responsible for the design. In addition, Architect or architects/engineers shall also seal each sheet of the plans, prepared by Architect, responsible for that sheet of the plans.
 - 5.1.2 In the case of reports, design calculations, specifications or other similar documents, the title or first page of each document shall be sealed and signed by a principal of the firm and Architect or architects/engineers of the appropriate discipline who are responsible for the preparation of the document. Subsequent revisions shall be dated and initialed by the responsible Architect whose seal and signature appears on the first or title page. Preliminary documents so marked, need not be so sealed and signed.
 - 5.1.3 The application of the seal and signature to all plans, reports, design calculations, specifications and other documents shall constitute certification that the work thereon was done by Architect or under his control, and Architect is authorized to practice architectural design services in the State of Louisiana.

END OF EXHIBIT A

EXHIBIT B

SCHEDULE OF PRE-APPROVED REIMBURSABLE EXPENSES

DESCRIPTION	ALLOWANCE
1. Travel and Transportation Allowance	\$35,000.00
2. Public Meeting and Presentation Expense Allowance	\$25,000.00
3. Model(s) & Rendering(s)	\$14,000.00
Total Pre-Approved Reimbursable Expenses	\$74,000.00

EXHIBIT C

SCHEDULE OF FEES WASHER HILL LIPSCOMB CABANISS ARCHITECTURE, LLC

WHLC ARCHITECTURE – SCHWARTZ/SILVER

Principal	\$ 250/hr
Senior Project Architect	\$ 200/hr
Project Architect	\$ 150/hr
Senior Designer	\$ 100/hr
Designer	\$ 80/hr

SHEN MILSOM WILKE

Partners	\$ 300/hr
Principal	\$ 265/hr
Associate Principal	\$ 225/hr
Senior Associate	\$ 185/hr
Associate	\$ 156/hr
CAD Designer	\$ 92/hr

HARGREAVES ASSOCIATES

Principal	\$ 210/hr
Associate	\$ 110/hr
Senior Staff	\$ 85/hr

ASSOCIATED DESIGN GROUP

Principal	\$ 150/hr
Senior Engineer	\$ 125/hr
Project Manager	\$ 120/hr
Assistant Project Manager	\$ 80/hr
Design Technician	\$ 80/hr
Administration	\$ 30/hr

RAGLAND ADERMAN ASSOCIATES

Senior Principal	\$ 135/hr
Principal	\$ 120/hr
Associate	\$ 100/hr
Professional Engineer	\$ 82/hr
Administration	\$ 48/hr

CSRS

Principal	\$ 250/hr
Project Engineer	\$ 125/hr
Project Manager	\$ 150/hr
Administration	\$ 65/hr

hA

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CERTIFICATE OF LIABILITY INSURANCE

THSY

DATE (MM/DD/YYYY)

12/13/2011

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

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

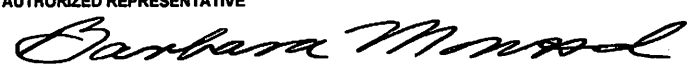
PRODUCER Wright & Percy Insurance A Division of BancorpSouth Insurance Services P O Box 3809 Baton Rouge, LA 70821-3809	CONTACT NAME: Barbara Mowad
	PHONE (A/C, No, Ext): 225-336-3221 FAX (A/C, No): 225-490-9221
E-MAIL ADDRESS: barbara.mowad@bxsi.com	
PRODUCER CUSTOMER ID #: WASHHIL-01	
INSURED Washer Hill Lipscomb Cabaniss Architecture (LA) LLC 1744 Oakdale Drive Baton Rouge, LA 70810	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Maryland Casualty Company 19356
	INSURER B: Bridgefield Casualty Insurance 10335
	INSURER C: Homeland Insurance Co of NY 34452
	INSURER D:
	INSURER E:
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PAS02941070	11/14/2011	11/14/2012	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COM/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY			PAS02941070	11/14/2011	11/14/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
								\$
	UMBRELLA LIAB		OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y / N	196-12566	1/1/2011	1/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Architects Professional Liab			DPL097711	10/30/2011	10/30/2012	\$50,000 per claim ded	\$2,000,000/\$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
See attached page.

CERTIFICATE HOLDER City of Baton Rouge/Parish of East Baton Rouge Purchasing Department P O Box 1471 Baton Rouge, LA 70821-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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DESCRIPTION OF OPERATIONS -

**Washer Hill Lipscomb Cabaniss Architecture (LA) LLC
1744 Oakdale Drive
Baton Rouge, LA 70810**

**City of Baton Rouge/Parish of East
Baton Rouge
Purchasing Department
P O Box 1471
Baton Rouge, LA 70821-**

10 days notice of cancellation applies to non-payment. General Liability (only) includes Blanket Additional Insured if required by signed written contract.

Commercial General Liability coverage only applies to Louisiana.

Project: River Center Library



WASHHIL-01

THSY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2011

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

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PRODUCER Wright & Percy Insurance A Division of BancorpSouth Insurance Services P O Box 3809 Baton Rouge, LA 70821-3809	(225) 336-3200	CONTACT NAME: Barbara Mowad PHONE (A/C, No, Ext): 225-336-3252 FAX (A/C, No): 225-490-9252 E-MAIL ADDRESS: barbara.mowad@bxsi.com												
		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :Maryland Casualty Company</td> <td>19356</td> </tr> <tr> <td>INSURER B :Bridgefield Casualty Insurance</td> <td>10335</td> </tr> <tr> <td>INSURER C :Homeland Insurance Co of NY</td> <td>34452</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Maryland Casualty Company	19356	INSURER B :Bridgefield Casualty Insurance	10335	INSURER C :Homeland Insurance Co of NY	34452	INSURER D :		INSURER E :	
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INSURER D :														
INSURER E :														
INSURER F :														
INSURED Washer Hill Lipscomb Cabaniss Architecture LLC 1744 Oakdale Drive Baton Rouge, LA 70810														

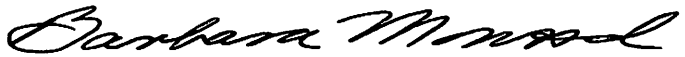
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PAS02941070	11/14/2011	11/14/2012	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COM/OP AGG \$ 4,000,000
							\$
A	AUTOMOBILE LIABILITY			PAS02941070	11/14/2011	11/14/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> CLAIMS-MADE					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			196-12566	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Architects Professional Liab			DPL097711	10/30/2011	10/30/2012	\$50,000 Per Claim 1,000,000/\$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 10 days notice of cancellation applies to non-payment. General Liability (only) includes Blanket Additional Insured if required by signed written contract.

Commercial General Liability coverage only applies to Louisiana.

Project: River Center Library

CERTIFICATE HOLDER	CANCELLATION
City of Baton Rouge/Parish of East Baton Rouge Purchasing Department P O Box 1471 Baton Rouge, LA 70821-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

OP ID: GD

DATE (MM/DD/YYYY)

10/27/11

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PRODUCER Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	781-245-5400	CONTACT NAME:	
	781-245-5463	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	SCHWA-1
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Schwartz/Silver Architects, Inc 75 Kneeland Street Boston, MA 02111	INSURER A:	Travelers Indemnity Co.	25658
	INSURER B:	Charter Oak Fire Ins. Co.	25615
	INSURER C:	Travelers Indemnity Co America	25666
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	X		6800560M114	04/11/11	04/11/12	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COM/POP AGG	\$ 2,000,000	
								\$	
B	AUTOMOBILE LIABILITY			BA0559M072	04/11/11	04/11/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS							\$	
<input checked="" type="checkbox"/> NON-OWNED AUTOS		\$							
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP3367T615	04/11/11	04/11/12	EACH OCCURRENCE	\$ 1,000,000	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 1,000,000	
	DEDUCTIBLE							\$	
	RETENTION \$ 10,000							\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	UB5826Y917	05/01/11	05/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						N/A	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Special Form			6800560M114	04/11/11	04/11/12	Val Paper	285,000	
	Includes Theft						Property	789,856	

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

The City of Baton Rouge and Parish of East Baton Rouge are included as additional insured under the general liability policy subject to the same terms and conditions. Includes 30 Day Cancellation Notice.
RE: A New East Baton Rouge Downtown River Center Branch Library, City Project # 11-ASD-CP-0004

CERTIFICATE HOLDER

CANCELLATION

BATON-2

City of Baton Rouge
Parish of East Baton Rouge
Attn: Purchasing Division
PO Box 1471
Baton Rouge, LA 70821

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

OP ID: GD

DATE (MM/DD/YYYY)

10/27/11

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PRODUCER Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	781-245-5400	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: SCHWA-1	FAX (A/C, No):													
	781-245-5463	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : XL Specialty Insurance Co.</td> <td>37885</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : XL Specialty Insurance Co.	37885	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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COVERAGES

CERTIFICATE NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Arch/Engrs. E&O		DPR9694032	05/25/11	05/25/12	Aggregate	3,000,000

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

For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.
 RE: A New East Baton Rouge Downtown River Center Branch Library, City Project # 11-ASD-CP-0004

CERTIFICATE HOLDER**CANCELLATION**

BATON-2

City of Baton Rouge
 Parish of East Baton Rouge
 Risk Management Division
 PO Box 1471
 Baton Rouge, LA 70821

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AIA[®] Document C101[™] – 1993

Joint Venture Agreement for Professional Services

AGREEMENT made as of the Sixteenth day of April in the year Two Thousand Twelve
(In words, indicate day, month and year.)

BETWEEN the First Party:
(Name and address)

WHLC Architecture (LA) LLC
1744 Oakdale Drive
Baton Rouge, LA 70810

and the Second Party:
(Name and address)

Schwartz/Silver Architects, Inc.
75 Kneeland Street
Boston, MA 02111

Party (Third, Fourth, etc.)	Name	Address
-----------------------------	------	---------

To form a Joint Venture to be known as:
(Name and address)

WHLC Architecture – Schwartz/Silver, A Joint Venture
1744 Oakdale Drive
Baton Rouge, LA 70810

It is the intention of the Parties to form this Joint Venture in order to enter into an agreement or agreements with the Owner for professional services in connection with the following Project:
(Include name, address and location of Project; name, legal status and address of Owner; and detailed description of scope.)

Downtown River Center Branch Library
120 St. Louis Street, Baton Rouge, Louisiana 70802

A new East Baton Rouge Downtown River Center Branch Library to include demolition of an existing building, and the design and construction of a new library facility.

Owner:
The City of Baton Rouge - Parish of East Baton Rouge
100 St. Ferdinand Street
Baton Rouge, LA 70821

The Parties agree as set forth below.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

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User Notes: (1987727689)

TABLE OF ARTICLES

1	RIGHTS OF THE PARTIES
2	RESPONSIBILITIES OF THE PARTIES
3	REPRESENTATIVES AND POLICY BOARD
4	MANAGEMENT OF THE JOINT VENTURE
5	ACCOUNTING
6	PROPERTY
7	PRELIMINARY EXPENSES
8	OWNERSHIP AND USE OF DOCUMENTS
9	INSURANCE
10	COMMENCEMENT AND TERMINATION
11	CONTINUANCE
12	DISPUTE RESOLUTION
13	LEGAL COUNSEL
14	MISCELLANEOUS PROVISIONS
15	CONTRIBUTIONS
16	SCHEDULE OF SERVICES
17	SCHEDULE OF PROPERTY
18	JOINT VENTURE OPERATIONS
19	INSURANCE COVERAGES
20	OTHER CONDITIONS OR SERVICES

ARTICLE 1 RIGHTS OF THE PARTIES

The Terms and Conditions of this Agreement shall govern the relationship of the Parties and the rendering of services required under this Agreement and under any subsequent agreement with the Owner relating to the Project. The agreement or agreements with the Owner shall be referred to as the "Project Agreement."

ARTICLE 2 RESPONSIBILITIES OF THE PARTIES

§ 2.1 The Parties shall share, in the manner provided in this Agreement, the general obligations and responsibilities for professional services to be performed under the Project Agreement in the manner provided in this Agreement.

§ 2.2 Each Party shall perform the specific services required of it as set forth in Article 16.

§ 2.3 Neither Party to this Agreement shall enter into a separate agreement with the Owner for professional services in connection with this Project without the approval of the other Party.

Init.

§ 2.4 The relationship between the Parties shall constitute a joint venture for the performance of the services required of the Joint Venture under the Project Agreement. The services required of each Party to the Joint Venture shall be limited to the performance of services required in this Agreement.

§ 2.5 The Parties intend that the responsibilities and obligations, financial and otherwise, assumed under this Agreement shall be borne by each in proportion to their participation as provided in Section 18.1, or as may be otherwise described in this Agreement. If for any reason any Party shall limit its participation in responsibilities and obligations to less than that described in this Agreement, its respective share of compensation under this Agreement shall be adjusted by the Policy Board to account for such reduced participation.

§ 2.6 All public statements and releases, including the issuance of photographs and renderings, for all media for the duration of this Agreement, are subject to the prior approval of the Policy Board. In subsequent presentations not made by the Joint Venture, and in any brochures or other releases of the Parties hereto, materials depicting or relating to the Project shall be identified as work of the Joint Venture and not that of a particular Party.

ARTICLE 3 REPRESENTATIVES AND POLICY BOARD

§ 3.1 Each Party shall designate a Primary Representative to serve on the Policy Board. Each Party's Primary Representative shall have complete authority to bind that Party.

§ 3.2 Each Party shall also designate an Alternate Representative to the Policy Board. Each Party's Alternate Representative shall serve only when the Primary Representative is absent. The Primary and Alternate Representatives shall serve as such without compensation, except as otherwise described in this Agreement.

§ 3.3 Should any of the foregoing representatives become unable to perform the duties of such representative or for any reason cease to be employed by the Party who nominated them, such Party shall promptly, by written notice served upon the other Party, name a successor.

§ 3.4 Each of the Parties to this Agreement may at any time replace the Primary or Alternate Representatives designated by it by a written notice served upon the other Parties as provided in Article 14.2.

§ 3.5 Meetings of the Policy Board for the transaction of business of the Joint Venture may be called, subject to reasonable notice, by the representative of either Party.

ARTICLE 4 MANAGEMENT OF THE JOINT VENTURE

§ 4.1 The Policy Board shall have full responsibility and authority for performance of the Project Agreement, including, but not limited to, reassignment of services between the Parties, preparation of the schedule of services, settlement of disputes with the Owner, and any other matters affecting the performance of services under this Agreement.

§ 4.2 The Policy Board shall appoint a Project Manager and an Assistant Project Manager who shall (1) be responsible for the direction and management of the Work in accordance with policies and procedures established by the Policy Board, (2) be responsible for coordination of the Work, and (3) be responsible for contacts with the Owner and the Owner's authorized representatives.

§ 4.3 Actions and decisions of the Policy Board shall be by unanimous vote, or as otherwise set forth in Article 20, and shall be final, conclusive and binding upon the Parties. In the event that the Policy Board shall be unable to reach a unanimous decision, the Parties agree that the matter in controversy shall be referred to the person designated in Article 20, who shall make an interim decision which shall be subject to mediation and arbitration.

ARTICLE 5 ACCOUNTING

§ 5.1 The Parties shall jointly retain an accountant to perform such duties as may be determined by the Policy Board. For the purposes of this Agreement, certified figures of the accountant shall be final, conclusive and binding upon the Parties.

§ 5.2 One person designated by the Policy Board shall be appointed Treasurer of the Joint Venture. The Treasurer shall keep for the Joint Venture a separate set of full and current books of account based on generally accepted accounting principles or upon such basis as the Policy Board may determine.

§ 5.3 The Parties shall each keep separate full and current books of account, based on generally accepted accounting principles or upon such basis as the Policy Board may determine, detailing their individual participation in the Joint Venture.

§ 5.4 One or more joint bank accounts (hereinafter called the "Joint Account") shall be opened in such financial institutions as may be determined by the Policy Board.

§ 5.5 Each Party shall designate an individual or individuals authorized on its behalf to endorse checks deposited in and to sign checks drawn against the Joint Account. Checks drawn against said Joint Account shall require the signature(s) of the person or persons designated by the Policy Board.

§ 5.6 All payments received by the Joint Venture in connection with this Agreement shall be promptly deposited in the Joint Account and invoices received by the Joint Venture shall be paid by check drawn against the Joint Account.

§ 5.7 Records of the Joint Venture which are required pursuant to law to be retained beyond the duration of this Agreement shall be retained at such place or places as determined by the Policy Board, and the cost thereof shall be shared by the Parties in proportion to their respective interests as described in Section 18.1.

§ 5.8 Upon termination of the Joint Venture, all facilities and Joint Venture property shall be disposed of at fair market value or at a price determined by the Policy Board and the proceeds shall be shared by the Parties in proportion to their respective interests as described in Section 18.1.

ARTICLE 6 PROPERTY

§ 6.1 Joint Venture property shall consist of the capital contributions described in Article 15 and other property obtained with the funds of the Joint Venture.

§ 6.2 Joint Venture property shall be identified and recorded in the Joint Venture accounts.

§ 6.3 Property made available for Joint Venture use shall remain the property of the contributing Party. A schedule of property made available for Joint Venture use by each Party is included in Article 17. Upon termination of this Agreement, or at such other time as determined by the Policy Board, this property shall be returned to the contributing Party.

ARTICLE 7 PRELIMINARY EXPENSES

§ 7.1 All expenses related to this Agreement incurred by a Party, up to and including the date of this Agreement, shall be borne by the Party incurring such expenses unless otherwise provided in Article 20.

§ 7.2 All expenses related to this Agreement incurred by a Party, from the date of this Agreement up to and including the date as of which the Project Agreement is entered into, shall be submitted for approval of the Policy Board, and if approved, shall be borne by Parties according to their respective interests as described in Section 18.1, or as otherwise determined by the Policy Board.

ARTICLE 8 OWNERSHIP AND USE OF DOCUMENTS

§ 8.1 If determined by the Policy Board or required by the Project Agreement, intellectual property, designs, drawings, specifications and other instruments of service prepared pursuant to this Agreement shall be copyrighted in the name of the Joint Venture. Each Party shall have the rights and privileges of copyright ownership insofar as is consistent with this Agreement, and each Party shall be entitled to prepare documents for other projects based on such Project documents. No Party shall assign or transfer its copyright interest, permit reproduction of Project documents, or condone infringement of the copyright by others except upon written consent of the other Party.

§ 8.2 Documents prepared specifically for this Project by only one of the Parties to this Agreement may not be copyrighted solely by that Party, unless otherwise determined by the Policy Board. Each Party hereby grants the other and the Joint Venture a license to use and reproduce such documents in furtherance of this Agreement. Where the Party owning such copyright is in default under this Agreement, the other Party may use and reproduce such documents, and prepare other documents derived from them for the Project, under the Project Agreement or any other

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agreement between the Parties and the Owner, regardless of whether such agreement was entered into on a separate or joint basis.

§ 8.3 If determined by the Policy Board, intellectual property, including designs, drawings, specifications and other instruments of service prepared specifically for this Project by consultants to the Joint Venture shall be copyrighted jointly in the name of the Joint Venture as a "work made for hire" under the conditions established in Section 8.2. All agreements with consultants to the Joint Venture shall include such a provision.

ARTICLE 9 INSURANCE

§ 9.1 Each Party to this Agreement shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Party from claims set forth below which may arise out of or result from the Party's services under this Agreement and for which the Party may be legally liable, whether such operations be by the Party or by a consultant to that Party or by anyone directly or indirectly employed by such Party, or by anyone for whose acts such Party may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the services to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Party's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Party's employees;
- .4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Party, or (2) by another person;
- .5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for damages to the construction documents and other valuable papers needed to fulfill obligations under this Agreement; and
- .8 Claims for damages arising out of the Party's negligent acts, errors or omissions in the performance of professional services.

§ 9.2 The insurance required by Section 9.1 shall be written for not less than the limits of liability specified in Article 19 or as required by law, whichever coverage is greater. Coverages, with the exception of Section 9.1.8, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of this Agreement or any services performed under this Agreement (whichever is earlier) until all services to be performed by the Parties to this Agreement have been completed or until such time as this Agreement has been terminated. Each Party will maintain the coverage required in Section 9.1.8, if available, for three years following the date of Substantial Completion.

§ 9.3 Certificates of Insurance acceptable to the other Party shall be filed with that Party prior to commencement of services. These Certificates and the insurance policies required by Sections 9.1.1 through 9.1.8 shall contain a provision stating that coverages afforded under the policies will not be canceled or non-renewed until at least 30 days' prior written notice has been given to the other Party. If any Party to this Agreement reduces the limit of liability carried on the coverage required by Section 9.1.8, that Party will give 30 days' written notice to the other Party to this Agreement.

§ 9.4 The Parties to this Agreement may elect to provide any of the coverages required in Section 9.1 under policies covering all of the Parties to this Agreement. The premium and deductibles for those policies shall be paid as described in Article 19.

§ 9.5 Each Party to this Agreement and, where applicable, the Joint Venture shall procure fidelity coverage protecting against loss due to fraudulent or dishonest acts. Each Party shall indemnify the Joint Venture and the other Party for losses caused by fraudulent or dishonest acts of its principals and employees to the extent not covered by fidelity insurance available to the Joint Venture.

ARTICLE 10 COMMENCEMENT AND TERMINATION

§ 10.1 This Joint Venture will commence as of the date of this Agreement.

§ 10.2 This Agreement shall remain in full force and effect until terminated by written agreement of the Parties hereto or until the Project Agreement has been performed and all Joint Venture property and money have been fully disposed of or distributed in accordance with this Agreement. The obligations of each Party to contribute in accordance with this Agreement to the satisfaction of debts and liabilities of the Joint Venture and all obligations pursuant to Section 9.2 shall survive the termination of this Agreement.

§ 10.3 This Agreement may be terminated by either Party upon not less than seven days' written notice should the other Party substantially fail to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination.

§ 10.4 If, in the event of termination, the unpaid balance of compensation due the defaulting Party exceeds the cost of completing the work of the defaulting Party and expenses made necessary thereby, such excess shall be paid to the defaulting Party. If such costs exceed the unpaid balance, the defaulting Party shall pay the balance to the nondefaulting Party. This obligation for payment shall survive termination of this Agreement.

§ 10.5 If the Joint Venture does not enter into a Project Agreement with the Owner, then neither Party may enter into a contract to perform any services contemplated for this Project without the written consent of the other Party.

ARTICLE 11 CONTINUANCE

§ 11.1 In the event of death, dissolution, liquidation or any other incapacity of any Party, the other Party shall complete the Project Agreement. The estate, trustee or other entity representing the departing Party shall share in any compensation in the proportion that the work performed by the departing Party bears to the total share of work required from that Party under this Agreement.

§ 11.2 In the event of default or nonperformance by any Party not resulting in termination, the other Party shall complete the Project Agreement. Compensation due the defaulting or nonperforming Party shall be adjusted as provided in Section 18.1.2.

§ 11.3 Nothing contained herein shall give such estate, trustee or other entity representing the departing, defaulting or nonperforming Party, or the Party itself, any right to participate in the administration of the affairs of the Joint Venture.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Claims, disputes or other matters in question between the Parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by mediation and arbitration in accordance with the Construction Industry Mediation and Arbitration Rules of the American Arbitration Association currently in effect.

§ 12.2 In addition to and prior to arbitration, the Parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal, equitable, or arbitration proceedings as provided in Section 12.3 based on such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations.

§ 12.3 Demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations.

§ 12.4 An arbitration pursuant to this Article 12 may be joined with an arbitration involving common issues of law or fact between a Party to this Agreement and any person or entity with whom that Party has a contractual obligation to arbitrate disputes. No other arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a Party to this Agreement, except by written consent

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containing a specific reference to this Agreement signed by the Parties to this Agreement and any other person or entity sought to be joined. 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 or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the Parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

ARTICLE 13 LEGAL COUNSEL

§ 13.1 The Joint Venture shall retain, for the duration of this Agreement, legal counsel mutually agreeable to all Parties for use in connection with matters requiring the assistance of legal counsel. The expense of legal counsel shall be borne by the Parties in proportion to their participation as described in Section 18.1, or as otherwise determined by the Policy Board.

§ 13.2 Such legal counsel shall represent the Joint Venture and shall not represent the individual interests of any Party without the consent of the others. If separate counsel is retained to represent the interests of any Party, such Party shall be solely responsible for selecting and compensating its legal counsel.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by each Party to this Agreement.

§ 14.2 Written notice between the Parties to this Agreement shall be deemed to have been duly served if delivered in person or by registered or certified mail to the Primary or Alternate Representative of such Party.

§ 14.3 The principal place of business of the Joint Venture shall be as designated in Article 20, or such other location as may be subsequently agreed upon by the Parties.

§ 14.4 This Agreement shall be governed by the laws of the jurisdiction as designated in Article 20.

§ 14.5 The fiscal year of the Joint Venture shall be as designated in Article 20.

§ 14.6 Neither Party shall assign this Agreement without the written consent of the other.

§ 14.7 The right of any person, firm or corporation, claiming by, through or under any Party (including, but not limited to, judgment or other creditors, receivers, trustees, assignees, executors and administrators), to assert any claim against the rights or interests of any Party shall be limited in any event to the right to claim or receive after completion of the Project Agreement, and after the closing of the account of the Joint Venture, the proportional interest of such Party as described in Section 18.1, and then only subject to the equities of the other Party as set forth in this Agreement.

§ 14.8 The parties to this Agreement, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other Party with respect to all covenants of this Agreement, subject to any limitations stated in Section 14.6 or elsewhere in this Agreement.

ARTICLE 15 CONTRIBUTIONS

§ 15.1 The initial capital contribution of each Party to this Agreement shall be as follows:

Party (First, Second, etc.)	Capital Contribution (\$0.00)
WHLC Architecture	\$1,300.00
Schwartz/Silver Architects, Inc.	\$1,300.00

§ 15.2 Should the Policy Board determine that additional funds are required or desirable to perform the Project Agreement, to pay any losses arising therefrom or to eliminate deficits resulting from prior overpayments to the Parties, the Parties shall, within ten days after determination by the Policy Board, contribute such additional funds in

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the respective proportions set forth in Section 18.1. Should any Party be unable, fail or neglect to contribute and deposit additional funds in the Joint Account, then the other Party shall have the right to advance the deficiency, and, in such event, the Party advancing such deficiency shall receive interest on such funds at the rate established by the Policy Board from the time of their advancement to the time of their repayment. Such excess funds shall be repaid in full, including said interest, from the first monies thereafter received from the Owner or from others in connection with the Project Agreement which are distributable to the Parties. Such funds shall be repaid before other payments are made to the Parties. Interest paid for funds thus advanced shall be charged against the Party whose failure necessitated the funds being advanced.

(Insert rate of interest agreed upon.)

1.50 % monthly

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the principal place of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 15.3 Should the Policy Board determine that funds are available in excess of Joint Venture needs, such excess funds shall first be applied to return of funds advanced until such advances have been entirely repaid, and balance of such excess shall be distributed to the Parties in the respective proportions set forth in Section 18.1. Upon completion of this Agreement, funds remaining after payment of outstanding indebtedness of the Joint Venture shall be distributed to the Parties in accordance with their respective interests as set forth in Section 18.1.

§ 15.4 In no event will advance distribution of anticipated profit reduce the obligation of the Parties for future expenses of the Joint Venture if these future expenses should exceed the gross compensation to the Joint Venture.

ARTICLE 16 SCHEDULE OF SERVICES

The Parties agree to provide the following specific services, respectively:

(If this Schedule is not used for this purpose, type in the appropriate reference document.)

Title of Services exhibit: Title of Services Exhibit: "Architectural Responsibilities Matrix", dated 16 April 2012
3 pages

Phase or portion of required services	Responsible Party (First, Second, etc.)
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ARTICLE 17 SCHEDULE OF PROPERTY

The Parties agree to make available the following property for the use of the Joint Venture, respectively:

(If this Schedule is not used for this purpose, type in the appropriate reference document or, when appropriate, the phrase "Not Applicable" should be typed in the middle of the sheet.)

	Not Applicable
Party (First, Second, etc.)	Property

ARTICLE 18 JOINT VENTURE OPERATIONS

Joint Venture Operations under this Agreement shall be based on:

(Indicate Division of Compensation or Division of Profit/Loss, fill out the appropriate section below, and strike the inapplicable section.)

Division of Compensation

DIVISION OF COMPENSATION

§ 18.1 INTERESTS OF THE PARTIES

§ 18.1.1 Based on the services allocated to each Party and described in Article 16, compensation paid to the Joint Venture shall be divided as follows:

Party (First, Second, etc.)	Dollars or percentage
First Party	Fifty-Percent (50%) of Net Architectural Fees, based on attached "Fee Schedule"
Second Party	Fifty-Percent (50%) of Net Architectural Fees, based on attached "Fee Schedule"

§ 18.1.2 If a Party should significantly fail to provide timely or adequate performance on an assigned activity, the Policy Board, at its initiation, may place funds in dispute to be disbursed to that Party in escrow until the performance failure is remedied. If, as a result of such failure, cost or liability results to a nondefaulting Party, funds placed in escrow or due the defaulting Party may be used to reimburse said nondefaulting Party to the extent of such cost or liability. In the event that such funds are insufficient to reimburse the nondefaulting Party, the defaulting Party agrees that they will make payment to the nondefaulting Party to the extent of such insufficiency.

§ 18.1.3 Unless otherwise agreed upon, the Joint Venture shall have no employees. All necessary personnel shall be provided from the staffs of the Parties.

§ 18.1.4 Except as provided below or determined by the Policy Board, all nonreimbursable expenses under the Project Agreement shall be borne by the Party incurring such expenses.

Not Applicable

DIVISION OF PROFIT AND LOSS

§ 18.1 INTERESTS OF THE PARTIES

§ 18.1.1 The respective interests of the Parties in the profits and losses of the Joint Venture, and in all property accruing from or acquired in connection with performance of this Agreement and their respective (a) obligations for contributions to working funds, and (b) liabilities and obligations in connection with the performance of this Agreement, shall be as follows:

Party (First, Second, etc.)	Percentage of profit and loss
First Party	Fifty-Percent (50%)
Second Party	Fifty-Percent (50%)"

§ 18.1.2 If a Party should significantly fail to provide timely or adequate performance on an assigned activity, the Policy Board, at its initiation, may place funds in dispute to be disbursed to that Party in escrow until the performance failure is remedied. If, as a result of such failure, cost or liability results to a nondefaulting Party, funds placed in escrow or due the defaulting Party may be used to reimburse said nondefaulting Party to the extent of such cost or liability. Defaulting Party shall not be entitled to receive distribution of excess funds of the Joint Venture as provided in Article 15. Said funds shall be distributed solely to the nondefaulting Party in accordance with their remaining respective interests as described in Section 18.1.1. Should there be insufficient funds to complete services required under the Project Agreement, the defaulting Party agrees to share in such losses in accordance with their respective interests as described in Section 18.1.1, and to make payment to the nondefaulting Party to the extent of such interests.

§ 18.2 REIMBURSEMENTS

§ 18.2.1 Parties shall be reimbursed for time of personnel used on behalf of the Joint Venture as set forth below:

Not Applicable

Personnel category	Location	Method of compensation
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§ 18.2.2 For the purposes of this Agreement, the following are designated as Principals:

Party (First, Second, etc.)	Name of principal
First Party:	Rex Cabaniss – WHLC Architecture (LA) LLC
Second Party:	Warren Schwartz – Schwartz/Silver Architects, Inc

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§ 18.2.3 Unless otherwise agreed upon, the Joint Venture shall have no employees. Necessary personnel shall be provided from the staffs of the Parties. New personnel employed specifically for work on the Project will be assigned to the payroll of one of the Parties by mutual agreement at time of employment.

§ 18.2.4 The following expenses, incurred in furtherance of this Agreement, shall be reimbursable by the Joint Venture at cost to the Party incurring them: long distance telephone, telegrams and cables; travel (local, excess commutation and long distance) and subsistence; facsimile services; courier services; overnight deliveries; messenger services (by outside organizations); specification typing (by outside organizations); entertainment; mailing charges (special); reproductions, photographs, renderings and models; office supplies; recruitment expenses (ads, agency fees); overtime meal allowance; and other reimbursable items listed herein.
(Identify specific types of reimbursable expenses not listed above.)

Expenses incurred by the Joint Venture parties and its Consultants shall not be reimbursed by the Owner. Therefore, the Project Fee Summary includes a \$10,000 allowance which is deducted from the gross fee. The First Party will maintain an itemized listing of all expenses paid against the reimbursable allowance. At the completion of the project, if funds are remaining in the allowance, they will be distributed in accordance with the 50/50 split, if there is a deficit, the two parties will share in the deficit in accordance with the 50/50 split.

§ 18.2.5 For REIMBURSABLE EXPENSES, as described in Section 18.2.4, and any other items included as Reimbursable Expenses, a multiple of One (1.00) times the expenses incurred by the Parties to this Agreement in the interest of the Project.

§ 18.2.6 Full and complete books of account described in Section 5.3 relating to the Joint Venture shall be available to the other Party for inspection at mutually convenient times.

ARTICLE 19 INSURANCE COVERAGES

(After consultation with each Party's insurance counsel, insert the minimum limits of insurance required for each Party or the Joint Venture for each type of insurance required in Section 9.1, and any other coverages which may be necessary to protect the Parties to this Agreement. Deductible and payment apportionment listed in Section 9.4 and time requirements listed in Section 9.2 should also be inserted here.)

Type of insurance	Minimum limit (\$0.00)
Professional Liability	\$1,000,000
Standard Workers Compensation	Full statutory liability for State of Louisiana with Employer's Liability, Coverage of at least \$100,000
Commercial General Liability on an occurrence basis	General Aggregate \$1,000,000 Each Occurrence \$500,000
Business Auto Policy Any Auto; or Owned, Non-Owned & Hired:	Combined Single Limit \$500,000

ARTICLE 20 OTHER CONDITIONS OR SERVICES

§ 20.1 Principal Place of Business: 1744 Oakdale Drive, Baton Rouge, LA 70810

§ 20.2 Jurisdiction: Louisiana

§ 20.3 Fiscal Year: Calendar Year

§ 20.4 Interim Decision Maker: Rex Cabaniss
(Insert other conditions and descriptions of other services.)

Init.

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

FIRST PARTY

WHLC Architecture (LA) LLC



(Signature)

Rex Cabaniss, AIA

(Printed name and title)

SECOND PARTY

Schwartz/Silver Architects, Inc.



(Signature)

Warren Schwartz

(Printed name and title)

Init.

ATTACHMENT A

AIA DOCUMENT C101 - 1993

DOWNTOWN RIVER CENTER BRANCH LIBRARY

WHLC ARCHITECTURE - SCHWARTZ/SILVER, A JOINT VENTURE

ARCHITECTURAL RESPONSIBILITIES MATRIX

(16 April 2012)

1.0 Program

- 1.1 Program Requirements
- 1.2 Size Evaluation / Analysis
- 1.3 Systems Criteria: Architectural / Structural / MEP
- 1.5 Scoping / Negotiation of Consultant Agreements
- 1.6 Participation at Workshops / Presentations
- 1.7 Final Submission / Presentation
- 1.8 Invoicing / Collections
- 1.9 Scheduling and Coordination of Workshops

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2.0 Schematic Design

- 2.1 Project Management
(Schedule and budget management, Owner communications, status reports, Owner presentations, maintenance of project files, management of Owner and Consultant contracts(2), invoicing, collections, coordination of scope changes and additional services, etc.)
- 2.2 Schematic Architectural Drawings
- 2.3 Architectural Outline Specifications
- 2.4 Presentation Drawings
- 2.5 Code Analysis
- 2.6 Site Planning / Masterplanning
- 2.7 Overall Design Direction
- 2.8 Coordination of Consultant Deliverables
- 2.9 Scheduling and Coordination of Workshops
- 2.10 Participation at Workshops
- 2.11 Coordination of All FF&E
- 2.12 Monitoring of cost Estimate
- 2.13 Coordination of SD Submission
- 2.14 Final Presentation to Owner

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Legend

- Lead Role
- o Support Role

3.0 Design Development

- 3.1 Project Management (see 2.1)
- 3.2 Development of Building Systems, Assemblies, and Components
- 3.3 DD Architectural Drawings
- 3.4 Architectural Outline Specifications
- 3.5 Coordination of All Consultant Deliverables
- 3.6 Site Planning / Masterplanning
- 3.7 Overall Design Direction
- 3.8 Scheduling & Coordination of Workshops
- 3.9 Participation at Workshops and design Pinups
- 3.10 Coordination of All FF&E
- 3.11 Detailed Code Analysis
- 3.12 Monitoring of Cost Estimate
- 3.13 Coordination of DD Submission
- 3.14 Final Presentation to Owner

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4.0 Construction Documents

- 4.1 Project Management (see 2.1)
- 4.2 Architectural Construction Documents
- 4.3 Architectural Specifications / Front End Documents
- 4.4 Monitoring of Cost Estimate
- 4.5 Code Analysis Updates
- 4.6 Compilation of Documents at 50% CD
- 4.7 Full QC Review at 50% CD
- 4.8 Interpretation of Design Issues & Preparation of Supplemental Sketches
- 4.9 Coordination Between Architectural Drawings and Architectural Specs
- 4.10 Day-to-Day Coordination of Architectural / Consultant Work
- 4.11 Selection of Colors and Finishes
- 4.12 Compilation of Documents at 90% CD
- 4.13 Full QC Review at 90% CD
- 4.14 Coordination of CD Submission
- 4.15 Final Presentation to Owner

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5.0 Bidding & Contracts

- 5.1 Furnishing / Distribution of CD's
- 5.2 Evaluation of Prior Approval Requests
- 5.3 Technical Support Info for Addenda
- 5.4 Issuance of Addenda
- 5.5 Scheduling and Attendance at Pre-Bid Conference

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Legend

- Lead Role
- o Support Role

6.0 Construction Administration

- 6.1 Regular Site Visits, Contractor Meetings, Field Reports
- 6.2 Review of Contractor's Schedule of Values, Payment Applications
- 6.3 Review of Test Reports
- 6.4 Shop Drawing Receipt, Log-In & Distribution (all disciplines)
- 6.5 Architectural Shop Drawing Reviews (Design Focused)
- 6.6 Architectural Shop Drawing Reviews (Technical)
- 6.7 Review and Approval of All Color, Finish and Material Samples
- 6.8 RFI / ASI Log-In, Distribution & Monitoring (all disciplines)
- 6.9 RFI Responses Requiring Design Input
- 6.10 RFQ Responses Involving Interpretation of Contract Documents
- 6.11 Review / Processing of Change Orders

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7.0 Construction Closeout

- 7.1 Substantial Completion, Punchlist and Closeout

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<u>FEE SPLIT:</u>	<u>WHLC</u>	<u>S/S</u>	<u>TOTAL</u>
Programming	1%	6%	7%
Schematic Design	1%	5%	6%
Design Development	3%	12%	15%
Contract Documents	10%	24%	34%
Bidding / Negotiation	2%	1%	3%
Contract Administration	19%	1%	20%
Closeout	14%	1%	15%
TOTAL	50%	50%	100%

Legend

- Lead Role
- o Support Role

ADOPTED
METROPOLITAN COUNCIL

MAY 23 2012

Brian Maynard
COUNCIL ADMINISTRATOR & TREASURER

834

RESOLUTION 49445

AUTHORIZING THE MAYOR-PRESIDENT TO EXECUTE A CONTRACT WITH WHLC ARCHITECTURE - SCHWARTZ / SILVER A JOINT VENTURE, FOR ARCHITECTURAL DESIGN SERVICES IN CONNECTION WITH THE DESIGN OF A NEW EAST BATON ROUGE DOWNTOWN RIVER CENTER BRANCH LIBRARY, BEING CITY-PARISH PROJECT NO. 11-ASD-CP-0004, R.F.Q. NO. 11-DP-ADS-003, IN AN AMOUNT NOT TO EXCEED \$1,516,847.00, CONTINGENT UPON THE PROVISION OF ADEQUATE FUNDING FOR SUCH SERVICES.

BE IT RESOLVED by the Metropolitan Council of the Parish of East Baton Rouge and City of Baton Rouge and by the Board of Commissioners of the East Baton Rouge Sewerage Commission (EBROSCO), acting as the Authority for EBROSCO, that:

Section 1. The Mayor-President, on behalf of the City of Baton Rouge and Parish of East Baton Rouge, and/or the East Baton Rouge Sewerage Commission, are hereby authorized to execute a contract with WHLC Architecture - Schwartz / Silver a Joint Venture, for Architectural Design Services in connection with the design of A New East Baton Rouge Downtown River Center Branch Library, being City-Parish Project No. 11-ASD-CP-0004, R.F.Q. No. 11-DP-ADS-003, in an amount not to exceed \$1,516,847.00, contingent upon the provision of adequate funding for such services.

Section 2. Said contract herein authorized shall be approved by the Office of the Parish Attorney as to form and legality.

AFFIDAVIT

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

BEFORE ME, the undersigned authority, personally came and appeared:

Rex Cabaniss

who, being first duly sworn did depose and say:

That he is a duly authorized representative of WHLC Architecture – Schwartz/Silver Architects Joint Venture. Receiving value for services rendered in connection with:

**A NEW EAST BATON ROUGE
DOWNTOWN RIVER CENTER BRANCH LIBRARY
CITY-PARISH PROJECT NO. 11-ASD-CP-0004**

A public project of the City of Baton Rouge, Parish of Eat Baton Rouge, Louisiana; that he has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by him whose services in connection with the construction, alteration, or demolition of the public building or project or In securing the public contract were in the regular course of their duties for him; and that no part of the contract price received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him.

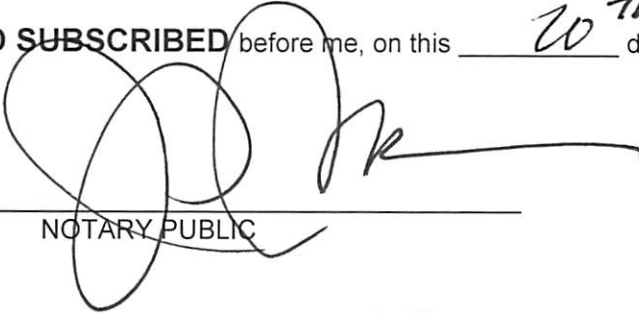
This affidavit is executed in compliance with the provisions of LA.R.S. 38:2224



AFFIANT'S SIGNATURE

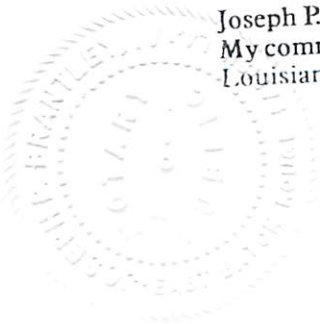
SWORN TO AND SUBSCRIBED before me, on this 20th day of Feb, 2012,

Baton Rouge, Louisiana.



NOTARY PUBLIC

Joseph P. Brantley, IV, Notary Public
My commission is for life.
Louisiana Bar Roll Number 03401



STATE OF NEW YORK
COUNTY OF ...

IN SENATE
January 11, 2012

REPORT

OF THE

COMMISSIONERS OF THE STATE OF NEW YORK

STATE OF NEW YORK
OFFICE OF THE COMMISSIONERS OF THE STATE OF NEW YORK
STATE OF NEW YORK

The Commission on the State of New York, created by Chapter 147 of the Laws of 2009, has the honor to submit to you this report. The Commission was established to study the structure and organization of the State of New York and to recommend ways to improve the efficiency and effectiveness of the State's government. The Commission's report is based on a series of public hearings and a review of the State's government. The Commission believes that the State's government can be made more efficient and effective by implementing the recommendations contained in this report.

Respectfully,
The Commission

[Signature]
Chairman

[Signature]
Member

[Signature]
Member

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