



AGENDA

Regular Council Meeting

3:00 PM - Tuesday, June 6, 2023

City Council Chambers, Bossier City Hall
620 Benton Road, Bossier City, Louisiana

Page

I. CALL TO ORDER

II. INVOCATION BY COUNCIL MEMBER CHRIS SMITH

III. PLEDGE OF ALLEGIANCE BY COUNCIL MEMBER DAVID MONTGOMERY, JR.

IV. ROLL CALL

V. ANNOUNCEMENT

VI. APPROVE MINUTES

5 - 12

1. Approve Minutes of May 23, 2023, Regular Council meeting and dispense with the reading.

[MMay23of2023](#)

VII. APPROVE AGENDA

VIII. CEREMONIAL MATTERS/RECOGNITION OF GUESTS

IX. BIDS

13

1. Witness opening of sealed bids for:

P23-08 On-Demand Utility Dept Concrete Repairs

X. PUBLIC HEARING/ACTIONS ON UNFINISHED BUSINESS

- 14 - 39 1. Adopt an Ordinance to approve change order #6, #7, & #8 for the Walter O. Bigby Carriageway Phase II Project with J.B. James Construction, LLC for an increase in the amount of \$289,099.22 using the 2018 LCDA Bond Fund.
(Final Reading) (Patrick)
[An Ordinance to approve change order #6, #7, & #8 for the Walter O. Bigby Carriageway Phase II Project with J.B. James Construction, LLC for an in - Pdf](#)
- 40 - 41 2. Adopt an Ordinance amending the 2023 General Fund Traffic Engineering Budget by \$150,000.00, increasing expenditures for street light repairs and guard rail repairs.
(Final Reading) (Patrick)
[An Ordinance amending the 2023 General Fund Traffic Engineering Budget by \\$150,000.00, increasing expenditures for street light repairs and guard rail - Pdf](#)
- 42 - 43 3. Adopt an Ordinance appropriating the sum of Five Hundred Thousand dollars (\$500,000.00) from the Jail and Municipal Building Fund - Fund Balance to remodel Fire Station # 6 on Riverside Drive for the Bossier City Police Department - Special Investigation Units.
(Final Reading) (Haugen)
[An Ordinance appropriating the sum of five hundred thousand dollars \(\\$500,000.00\) from the Jail and Municipal Building Fund - Fund Balance to remodel - Pdf](#)
- 44 - 45 4. Adopt an Ordinance amending the 2023 General Fund budget to appropriate additional funds for Police and Fire Department salaries and benefits.
(Final Reading) (Chandler)

[2023 General Fund Budget amendment for Police and Fire salaries and benefits - Pdf](#)
- 46 - 47 5. Adopt an Ordinance amending Ordinance 76 of 2019 which implemented a Budgetary Control requiring a Resolution to be approved by the Bossier City Council prior to the hiring or employment of any individual receiving wages, compensation or remuneration for Labor including Temporary or Contractual Employment.
(Final Reading) (Smith)
[Ord amending Ord 76 of 2019 EXHIBIT A hiring Ordinance](#)

XI. NEW BUSINESS

- 48 - 49 1. Introduce an Ordinance recognizing the attached list of Marshal vehicles surplus to the needs of the City of Bossier City.
(First Reading) (Whitman)
[An ordinance recognizing the attached list of Marshal vehicles surplus to the needs of the City of Bossier City. - Pdf](#)
- 50 - 52 2. Introduce an Ordinance to approve Report of Change Order 2 for the 2021 Citywide Striping Project.
(First Reading) (Patrick)
[Adopt an Ordinance to approve Report of Change Order 2 for the 2021 Citywide Striping Project. - Pdf](#)
- 53 - 55 3. Introduce an Ordinance to approve change order 2 for the City Wide Street Improvements Phase II Project for a total contract price of \$1,118,879.21.
(First Reading) (Patrick)
[An Ordinance to approve change order 2 for the City Wide Street Improvements Phase II Project for a total contract price of \\$1,118,879.21. - Pdf](#)
- 56 - 70 4. Introduce an Ordinance authorizing Mayor Thomas H. Chandler to execute the attached First Amendment to Cooperative Endeavor Agreement between the State of Louisiana, Louisiana Department of Economic Development, Bossier Parish Police Jury, Cyberspace Innovation Center, Inc., D/B/A Cyber Innovation Center and General Dynamics Information Technology, Inc.
(First Reading) (Jacobs)
[An Ordinance authorizing Mayor Thomas H. Chandler to execute the attached First Amendment to Cooperative Endeavor Agreement between the State of Louis - Pdf](#)
- 71 - 72 5. Introduce an Ordinance levying Ad Valorem taxes on all property subject to taxation by the City of Bossier City, Louisiana, for the year 2023, and providing the manner of Assessment and collection thereof.
(First Reading) (Williamson)
[Ordinance levying Ad Valorem taxes for 2023 - Pdf](#)
- 73 - 75 6. Adopt a Resolution to Contract with Beast Engineering to Provide Design Services for the 2023 Citywide Street Improvements Project.
(First and Final Reading) (Patrick)
[A Resolution to Contract with Beast Engineering to Provide Design Services for the 2023 Citywide Street Improvements Project - Pdf](#)
- 76 - 131 7. Adopt a Resolution to Contract with Manchac Consulting Group to provide design services for the rehabilitation of Airline Drive near Wemple Road.
(First and Final Reading) (Chandler)

[A Resolution to Contract with Manchac Consulting Group to provide design services for the rehabilitation of Airline Drive near Wemple Road. - Pdf](#)

- 132 - 133 8. Adopt a Resolution authorizing the hiring or promotion of a Foreman I and backfilling any position this may create for Parks & Recreation. (First and Final Reading) (Bohanan)

[A resolution authorizing the hiring or promotion of a Foreman I and backfilling any position this may create for Parks & Recreation. - Pdf](#)

- 134 9. In Accordance with Louisiana Revised Statute 43:141; select Bossier Press Tribune as the City of Bossier City's Official Journal for a one year period effective July 1, 2023 to June 30, 2024.

[In Accordance with Louisiana Revised Statute 43:141; select Bossier Press Tribune as the City of Bossier City's Official Journal for a one year period - Pdf](#)

- 135 - 137 10. Approve Joint Appointment with the Bossier Parish Police Jury, Jeff Thigpen as a representative for the MPC Board to replace Mark Montgomery. Appointment effective upon approval and will expire on April1, 2024.

[Jointly with the Police Jury, we would like to appoint Jeff Thigpen as a representative for the MPC Board to replace Mark Montgomery. Appointment effe - Pdf](#)

XII. REPORTS

XIII. ANNOUNCEMENTS

XIV. ADJOURN

**PROCEEDINGS OF THE CITY COUNCIL OF BOSSIER CITY
STATE OF LOUISIANA TAKEN AT A REGULAR MEETING
MAY 23, 2023**

The City Council of the City of Bossier City, State of Louisiana, met in Regular session in Council Chambers, 620 Benton Road, Bossier City, Louisiana, May 23, 2023 at 3:00 PM

Invocation was given by Council Member Jeffery Darby

Pledge of Allegiance led by Council Member Brian Hammons

Roll Call as follows:

Present: Honorable, Vice President Jeffery Darby, Honorable Councilors Chris Smith, Brian Hammons, Don Williams, Jeff Free and Vince Maggio

Absent: Honorable Councilor David Montgomery, Jr.

Also Present: City Attorney, Charles Jacobs and City Clerk, Phyllis McGraw

City Clerk, Phyllis McGraw, read statement about decorum during meeting and public participation in the meeting.

By: Mr. Williams

Motion to approve Minutes of May 2, 2023, Regular Council Meeting and dispense with the reading.

Seconded by Mr. Hammons

No comment

Vote in favor of motion is unanimous

By: Mr. Smith

Motion to amend Agenda to include New Business Item #12 – Introduce an Ordinance amending Ordinance 76 of 2019 which implemented a Budgetary Control requiring a Resolution to be approved by the Bossier City Council prior to the hiring or employment of any individual receiving wages, compensation or remuneration for Labor including Temporary or Contractual Employment.

Seconded by Mr. Hammons

Ms. McGraw reported that the reason this add on is requested is to allow Police and Fire to maintain current employment numbers without Resolution so that no future training academies can be missed due to the Resolution requirement.

No further comment

Vote in favor of motion is unanimous

By: Mr. Smith

Motion to remove item #2 under Ceremonial Matters and approve agenda as amended.

Seconded by Mr. Maggio

Ms. McGraw reported that Ms. Ward would reschedule at a later date.

No further comment

Vote in favor of motion is unanimous

Ceremonial Matters/Recognition of Guests -

Bossier Commission for Women thanked the Council for allowing them to continue their mission and they made a financial presentation to Jeri Bowman with the Northwest Family Justice Center in the amount of \$10,750.00. They were able to raise the money from a breakfast and lunch during their Annual Inspiring Womens week. Ms. Bowman thanked everyone for their support.

Mr. Darby and Council Members welcomed new Deputy Clerk, Amyanna Germany, and had her to introduce herself.

Public Hearing/Actions on Unfinished Business –

Agenda Item called - Adopt an Ordinance approving a Conditional Use Approval for the sale of low content alcohol for on premise consumption at a restaurant, Flying Burger and Seafood, located at 3127 Airline Drive, Bossier City, Louisiana.
(First and Final Reading) (Favorable by MPC with conditions)

Owner, Wesley Lites, addressed the conditions and the status of each. Ms. Askew-Brown with MPC reported that almost all required conditions were complete but that no license would be issued until they all are. Speaking on issue resident, Brian Kramer although happy with progress, would like to see more issues including some that weren't part of MPC conditions completed. Also speaking was resident Robert Kyle in opposition of measurements used. Discussion among Council members and Mr. Jacobs gave his legal opinion on issue.

The following ordinance offered and adopted:

ORDINANCE NO. 56 OF 2023

AN ORDINANCE APPROVING A CONDITIONAL USE FOR THE SALE OF LOW CONTENT ALCOHOL FOR ON PREMISE CONSUMPTION AT A RESTAURANT, FLYING BURGER AND SEAFOOD, LOCATED AT 3127 AIRLINE DRIVE, BOSSIER CITY, LOUISIANA.

WHEREAS; Wesley Lites, Flying Burger and Seafood, has applied to the Bossier City-Parish Metropolitan Planning Commission for Conditional Use Approval for the sale of low content alcohol for on premise consumption at a restaurant, Flying Burger and Seafood, located at 3127 Airline Drive, Bossier City, Louisiana.

WHEREAS; a public hearing for the Conditional Use application was held on April 10, 2023; and

WHEREAS; The Planning Department has submitted the results of said public hearing to the Mayor and the City Council of the City of Bossier City and recommends approval with conditions that must be met prior to the issuance of any alcohol permit.

Approval is contingent upon the following conditions:

- Replace required compatibility buffer trees (minimum of 10 feet in height)
- Hours of trash pick-up be adjusted to 8am or after (Must submit contract as evidence that time has been adjusted)
- Installation of No Loitering signs
- Installation of Noise Free signs throughout the rear parking lot
- Upon closing of Flying Burger, the drive though lane be adjusted as far away from the property line as possible
- Repair a portion of the fence that belongs to Flying Burger

THE CITY COUNCIL OF THE CITY OF BOSSIER CITY HEREBY ORDAINS:

SECTION 1. That the Conditional Use for sales of low content alcohol for on premise consumption at Flying Burger and Seafood, 3127 Airline Drive, Bossier City, Louisiana is hereby approved.

The above and foregoing Ordinance was discussed and opened for public input at open and legal session convened, was on motion of Mr. Brian Hammons and seconded by Mr. Vince Maggio and adopted on this the 23rd day of May, 2023. Further this Ordinance will publish on May 31, 2023 and will not become legal until 10 days following publication.

AYES: Mr. Smith, Mr. Hammons, Mr. Darby, Mr. Williams, Mr. Free and Mr. Maggio

NAYS: none

ABSENT: Mr. Montgomery, Jr.

ABSTAIN: none

Jeffery D. Darby, President

Phyllis McGraw, City Clerk

C-ALC-000174-2022

New Business –

The following ordinance offered and adopted:

ORDINANCE NO. 57 OF 2023

AN ORDINANCE APPROVING A CONDITIONAL USE FOR THE SALE OF HIGH CONTENT ALCOHOL FOR OFF PREMISE CONSUMPTION AT THORNTON'S BLACK WATER COFFEE LIQUEUR, LOCATED AT 1062 PEARL DRIVE, BOSSIER CITY, LOUISIANA.

WHEREAS; Richard Thornton, Thornton's Black Water Coffee Liqueur, has applied to the Bossier City-Parish Metropolitan Planning Commission for Conditional Use Approval for the sale of high content alcohol, for off premise consumption at Thornton's Black Water Coffee Liqueur, located at 1062 Pearl Drive, Bossier City, Louisiana.

WHEREAS; a public hearing for the Conditional Use application was held on May 8, 2023; and WHEREAS; The Planning Department has submitted the results of said public hearing to the Mayor and the City Council of the City of Bossier City.

THE CITY COUNCIL OF THE CITY OF BOSSIER CITY HEREBY ORDAINS:

SECTION 1. That the Conditional Use for the sale of high content alcohol for off premise consumption at 1062 Pearl Drive, Bossier City, Louisiana is hereby approved.

The above and foregoing Ordinance was discussed and opened for public input at open and legal session convened, was on motion of Mr. Chris Smith and seconded by Mr. Vince Maggio and adopted on this the 23rd day of May, 2023. Further this Ordinance will publish on May 31, 2023 and will not become legal until 10 days following publication.

AYES: Mr. Smith, Mr. Hammons, Mr. Darby, Mr. Williams, Mr. Free and Mr. Maggio

NAYS: none

ABSENT: Mr. Montgomery, Jr.

ABSTAIN: none

Jeffery D. Darby, President

Phyllis McGraw, City Clerk

C-ALC-000074-2023

The following Ordinance offered and adopted:

Ordinance No. 58 Of 2023

AN ORDINANCE TO DECLARE THAT AN EMERGENCY DID EXIST IN THE CITY OF BOSSIER CITY WHICH AFFECTED PROPERTY, PUBLIC HEALTH, AND SAFETY DUE TO THE REQUIREMENT TO RESTORE A COLLAPSED SEWER MAIN AT 530 SECRET COVE AND WATER MAIN ABANDONMENTS ALONG HAMILTON ROAD AT A COST OF \$48,000.00 TO COME FROM SEWER AND WATER CAPITAL CONTINGENCY FUNDS.

WHEREAS, on February 22nd, 2023, the Public Utilities Department responded to an emergency sewer main collapse at 530 Secret Cove requiring immediate action to restore the gravity sewer collection system; and

WHEREAS, water main conflicts along Hamilton Road required immediate abandonment and service reconnection efforts; and

WHEREAS, the Public Utilities Department needed emergency support to make the repair due to the size, scale, depth, well pointing, and complex repair locations; and

WHEREAS, ASB Utility Construction, LLC was contacted and immediately responded to aid Bossier City at a cost of \$48,000.00 in labor, equipment, and material to complete the repair efforts; and

WHEREAS, \$42,000.00 shall be appropriated from the Sewer Capital Contingency Fund and \$6,000 shall be appropriated from the Water Capital Contingency Fund.

NOW, THEREFORE, BE IT RESOLVED, in regular session convened that the City Council of Bossier City, Louisiana, does hereby declare that an emergency exists and authorizes the Mayor to appropriate \$42,000.00 to come from the Sewer Capital Contingency Fund and

\$6,000 to come from the Water Capital and Contingency fund to be used for the purpose of making repairs to restore the sewer collection system at 530 Secrete Cove and the water distribution system along Hamilton Road; and authorizes the City to enter into any necessary contracts for completion of the work.

BE IT FURTHER ORDAINED, that the Mayor is authorized to sign any and all documents in connection with the furtherance of this Ordinance.

BE IT FURTHER ORDAINED, that the 2023 Sewer Capital and Contingency Budget is hereby amended to increase expenditures for required repairs by \$42,000.00 and decrease Fund Balance by \$42,000.00.

BE IT FURTHER ORDAINED, that the 2023 Water Capital and Contingency Budget is hereby amended to increase expenditures for required repairs by \$6,000.00 and decrease Fund Balance by \$6,000.00.

The above and foregoing Ordinance was discussed and opened for public input at open and legal session convened, was on motion of Mr. Chris Smith and seconded by Mr. Jeff Free and adopted and become legal on this the 23rd day of May, 2023.

AYES: Mr. Smith, Mr. Hammons, Mr. Darby, Mr. Williams, Mr. Free and Mr. Maggio

NAYS: none

ABSENT: Mr. Montgomery, Jr.

ABSTAIN: none

Jeffery D. Darby, President

Phyllis McGraw, City Clerk

The following Ordinance offered and adopted:

Ordinance No. 59 Of 2023

AN ORDINANCE TO DECLARE THAT AN EMERGENCY DID EXIST IN THE CITY OF BOSSIER CITY WHICH AFFECTED, PROPERTY, PUBLIC HEALTH, AND SAFETY DUE TO THE REQUIREMENT TO RESTORE A COLLAPSED SEWER MAIN ALONG SHED ROAD AT COST OF \$97,000.00 TO COME FROM SEWER CAPITAL CONTINGENCY FUNDS.

WHEREAS, on March 21st, 2023, the Public Utilities Department responded to an emergency sewer main collapse on Shed Road requiring immediate action to restore the gravity sewer collection system; and

WHEREAS, the Public Utilities Department needed emergency support to make the repair due to the size, scale, depth, and repair location; and

WHEREAS, Lawler Construction was contacted and immediately responded to aid Bossier City at a cost of \$97,000.00 in labor, equipment, and material to complete the repair efforts; and

WHEREAS, \$97,000.00 shall be appropriated from the Sewer Capital Contingency Fund.

NOW, THEREFORE, BE IT RESOLVED, in regular session convened that the City Council of Bossier City, Louisiana, does hereby declare that an emergency exists and authorizes the Mayor to appropriate \$97,000.00 to come from the Sewer Capital and Contingency fund to be used for the purpose of making repairs to restore the sewer collection system on Shed Road; and authorizes the City to enter into any necessary contracts for completion of the work.

BE IT FURTHER ORDAINED, that the Mayor is authorized to sign any and all documents in connection with the furtherance of this Ordinance.

BE IT FURTHER ORDAINED, that the 2023 Sewer Capital and Contingency Budget is hereby amended to increase expenditures for required repairs by \$97,000.00 and decrease Fund Balance by \$97,000.00.

The above and foregoing Ordinance was discussed and opened for public input at open and legal session convened, was on motion of Mr. Jeff Free and seconded by Mr. Don Williams and adopted and will become legal on this the 23rd day of May, 2023.

AYES: Mr. Smith, Mr. Hammons, Mr. Darby, Mr. Williams, Mr. Free and Mr. Maggio

NAYS: none

ABSENT: Mr. Montgomery, Jr.

ABSTAIN: none

Jeffery D. Darby, President

Phyllis McGraw, City Clerk

By: Mr. Williams

Motion to introduce an Ordinance to approve change order #6, #7, & #8 for the Walter O. Bigby Carriageway Phase II Project with J.B. James Construction, LLC for an increase in the amount of \$289,099.22 using the 2018 LCDA Bond Fund.

Seconded by Mr. Maggio

Discussion among Council Members and Construction Manager, Bruce Easterly about reasons for current change orders and upcoming future change orders. Council members concerned with final project cost potential. Mr. Jacobs will review if anyone at fault for wrong sized pilings in plan specs. Ms. Williamson reported that if the Council appropriates \$4 Million for Council on Aging facility, there will be approximately \$7 Million left unappropriated in the 2018 LCDA Bond Fund. No further comment

Vote in favor of motion is unanimous

By: Mr. Free

Motion to introduce an Ordinance amending the 2023 General Fund Traffic Engineering Budget by \$150,000.00, increasing expenditures for street light repairs and guard rail repairs.

Seconded by Mr. Hammons

Discussion among Council Members and Clinton Patrick Engineering Department about need for repairs.

No further comment

Vote in favor of motion is unanimous

By: Mr. Smith

Motion to introduce an Ordinance amending the 2023 General Fund budget to appropriate additional funds for Police and Fire Department salaries and benefits.

Seconded by Mr. Maggio

Discussion among Council Members about Committee Meetings and need for this Ordinance and that this was just the beginning. Council wants to work with Administration to find fiscally responsible ways to fund for future increases and noted that Public Safety is huge concern. Mr. Darby thanked Mr. Montgomery for finding the funds for this Ordinance. Council Members thanked Mr. Darby for setting up committee and getting this started.

No further comment

Vote in favor of motion is unanimous

By: Mr. Smith

Motion to introduce an Ordinance appropriating the sum of five hundred thousand dollars (\$500,000.00) from the Jail and Municipal Building Fund - Fund Balance to remodel Fire Station # 6 on Riverside Drive for the Bossier City Police Department - Special Investigation Units.

Seconded by Mr. Williams

No comment

Vote in favor of motion is unanimous

The following Resolution offered and adopted:

Resolution No. 50 Of 2023

A RESOLUTION RECOGNIZING MAY 22 OF EACH YEAR TO BE DESIGNATED AND KNOWN AS NATIONAL MARITIME DAY

WHEREAS, on May 22, 1819, the steamship *The Savannah* set sail from Savannah, Georgia on the first successful transoceanic voyage under steam propulsion, thus making a material contribution to the advancement of ocean transportation; and

WHEREAS, on May 20, 1933, the Senate and House of Representatives of the United States of America in Congress assembled and approved that May 22 of each year shall be designated and known as National Maritime Day, and

WHEREAS, during WWII in what became the world's largest sealift operation, more than 250,000 members of the American Merchant Marine served their country, with more than 6,700 giving their lives, hundreds being detained as prisoners of war and more than 800 ships being sunk or damaged, and

WHEREAS, waterways have enabled much of the commerce that has expanded America's economy, sprouted cities near waterways and facilitated vast domestic and international commerce crucial to our economy today, and

WHEREAS, merchant mariners have served America with distinction throughout our history, but especially at critical moments of war and natural disaster, and

WHEREAS, the United States Merchant Marine and thousands of other workers in our Nation's maritime industry continue to make immeasurable contributions to our economic strength and our ongoing efforts to build a more peaceful world, and

WHEREAS, the United States Merchant Marine also shepherds the safe passage of American goods, move exports to customers around the world, support the flow of domestic commerce on our maritime highways, strengthen our Nation's economy, bolster job creation and, along with the transportation industry, employ Americans on ships and tugs, and in ports, like our Port of Shreveport Bossier, and

WHEREAS, it is the desire of the City of Bossier City to increase the awareness of the maritime industry within Caddo and Bossier Parishes and the State of Louisiana

NOW, THEREFORE BE IT RESOLVED THAT the Bossier City Council and the Mayor joins the President of the United States of America in proclaiming, May 22, 2023, as National Maritime Day and calls upon the citizens of Bossier City to celebrate this observance.

The above and foregoing Resolution was discussed and opened for public input at open and legal session convened, was on motion of Mr. Jeff Free and seconded by Mr. Chris Smith, and adopted on this the 23rd day of May, 2023.

AYES: Mr. Smith, Mr. Hammons, Mr. Darby, Mr. Williams, Mr. Free and Mr. Maggio

NAYS: none

ABSENT: Mr. Montgomery, Jr.

ABSTAIN: none

Jeffery Darby, President

Phyllis McGraw, City Clerk

The following Resolution offered and adopted:

RESOLUTION 51 Of 2023

A RESOLUTION AUTHORIZING THE PROMOTION OF ONE (1) POLICE SERGEANT

WHEREAS, Ordinance No. 76 of 2019 implemented a requirement assuring that the City department budgets not be exceeded by any hiring of any personnel; and

WHEREAS, the promotion of one (1) Corporal to Sergeant is needed due to the demotion of one (1) Sergeant to Corporal; and

WHEREAS, the administration and the department assure that all current budgets have been verified and that no authorized salary has been exceeded.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Bossier City, Louisiana, in regular session convened, that the administration is authorized to proceed with hiring procedures for the fulfillment of this position.

The above and foregoing Resolution was discussed and opened for public input at open and legal session convened, was on motion of Mr. Brian Hammons and seconded by Mr. Vince Maggio, and adopted on this the 23rd day of May, 2023.

AYES: Mr. Smith, Mr. Hammons, Mr. Darby, Mr. Williams, Mr. Free and Mr. Maggio

NAYS: none

ABSENT: Mr. Montgomery, Jr.

ABSTAIN: none

Jeffrey Darby, President

Phyllis McGraw, City Clerk

Agenda item called – Adopt Resolution authorizing the hiring of an Animal Control Officer I in the Animal Control Division due to a termination and backfill any vacant positions this may create.

Mr. Smith asked for an update on the partnership with the rescues. Wade Rich, Public Works Director, reported the partnership was working well and that more animals are being adopted and pulled from shelter.

The following Resolution offered and adopted:

RESOLUTION 52 Of 2023
A RESOLUTION AUTHORIZING THE HIRING OF AN ANIMAL CONTROL OFFICER I IN THE ANIMAL CONTROL DIVISION DUE TO TERMINATION AND BACKFILL ANY VACANT POSITIONS THIS MAY CREATE.

WHEREAS, Ordinance No. 21 of 2018 implemented a requirement assuring that the City department budgets not be exceeded by any hiring of any personnel; and

WHEREAS, an Animal Control Officer I position is vacant in the Animal Control Division due to a termination.

WHEREAS, the administration and the department assures that all current budgets have been verified and that no authorized salary has been exceeded.

NOW, THEREFORE, be it resolved that the administration is hereby authorized to fill an Animal Control Officer I position in the Public Works Animal Control Division due to a termination.

The above and foregoing Resolution was discussed and opened for public input at open and legal session convened, was on motion of Mr. Jeff Free and seconded by Mr. Vince Maggio, and adopted on this the 23rd day of May, 2023.

AYES: Mr. Smith, Mr. Hammons, Mr. Darby, Mr. Williams, Mr. Free and Mr. Maggio

NAYS: none

ABSENT: Mr. Montgomery, Jr.

ABSTAIN: none

Jeffery D. Darby, President

Phyllis McGraw, City Clerk

The following Resolution offered and adopted:

RESOLUTION NO. 53 OF 2023
A RESOLUTION AUTHORIZING THE HIRING OF AN ACCOUNTS CLERK II DUE TO A RESIGNATION IN THE CUSTOMER SERVICE DEPARTMENT

WHEREAS, Ordinance No. 76 of 2019 implemented a budgetary control requiring a resolution to be approved by the Bossier City Council prior to the hiring or employment of any individual receiving wages, compensation, or remuneration for any labor including temporary or contractual employment; and

WHEREAS, the Customer Service Department has an available position due to resignation of an employee; and

WHEREAS, this resignation provides for an opportunity to hire a replacement; and

WHEREAS, this action will have no impact on the existing budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Bossier City, Louisiana, in regular session convened, that the administration is authorized to hire an Accounts Clerk II, due to a resignation in the Customer Service Department, with no impact to the existing budget.

The above and foregoing Resolution was discussed and opened for public input at open and legal session convened, was on motion of Mr. Chris Smith and seconded by Mr. Don Williams and adopted on this the 23rd day of May, 2023.

AYES: Mr. Smith, Mr. Hammons, Mr. Darby, Mr. Williams, Mr. Free and Mr. Maggio

NAYS: none

ABSENT: Mr. Montgomery, Jr.
ABSTAIN: none

Jeffery D. Darby, President

Phyllis McGraw, City Clerk

By: Mr. Smith

Motion to introduce an amending Ordinance 76 of 2019 which implemented a Budgetary Control requiring a Resolution to be approved by the Bossier City Council prior to the hiring or employment of any individual receiving wages, compensation or remuneration for Labor including Temporary or Contractual Employment.

Seconded by Mr. Maggio

Discussion among Council Members and Ms. McGraw about changes from original Ordinance. This Ordinance will only effect Fire and Police and is based on current allocated positions. She reported that the Ordinance requires that Fire and Police report monthly to Council on all hirings and promotions. All other departments must still follow original Ordinance. Further discussion on numbers in academics. Chief Zagone and Deputy Chief Barclay thanked the Council for the steps they are taking to help hire and retain Fire and Police.

No further comment

Vote in favor of motion is unanimous

Reports –

Finance Director, Angela Williamson went over monthly Finance Report for month ending April 2023. She noted that the city is running 11% under budget in expenses and 33% above budget in Revenues. She outlined current manning numbers and where the Utilities accounts stand.

Clinton Patrick, Engineering Department, gave monthly Project Report. He noted that the city has approximately \$93 Million in ongoing design and construction projects. Contractor is still waiting on light poles to complete Hwy. 71 lighting. Question from Mr. Hammons concerning erosion around the lights bases. Mr. Patrick reported they are aware and contractor is working on it. He also noted that the LTRI building is substantially complete.

There being no further business to come before this Council, Council President Darby adjourned the meeting at 3:59 PM

Respectfully submitted:

Phyllis McGraw

City Clerk

Publish: May 31, 2023

Bossier Press Tribune



City of Bossier City
ITEM FACT SHEET
Regular Council

Meeting Date: Regular Council - Jun 06 2023
Department: Purchasing
Prepared by: Denna Beauchemin, Purchasing Agent
Sponsor: Angela Williamson, Finance Director

NOTED: RECOMMENDED BY:


Thomas Chandler, Mayor

TITLE:

Witness opening of sealed bids for:

P23-08 On-Demand Utility Dept Concrete Repairs

COST/BUDGET DATA:

Estimate \$150,000.00

COUNCIL DATE REQUESTED:

Regular Council - Jun 06 2023

Reviewed By:

Denna Beauchemin, Purchasing Agent
Angela Williamson, Finance Director
Charles Jacobs, CA
Thomas Chandler, Mayor
Phyllis McGraw, City Clerk

Approved - May 19 2023
Approved - May 19 2023
Approved - May 23 2023
Approved - May 31 2023
Approved - Jun 01 2023



City of Bossier City
ITEM FACT SHEET
Regular Council

INTRO: May 23 2023

NOTICE: May 19 2023

ADOPT: Jun 06 2023

Meeting Date: Regular Council - May 23 2023
Department: Public Utilities & Engineering
Prepared by: Todd Thompson, Construction Manager
Sponsor: Clinton Patrick, Assistant City Engineer
Submitted: May 17, 2023

NOTED: **RECOMMENDED BY:**


Thomas Chandler, Mayor

TITLE:

An Ordinance to approve change order #6, #7, & #8 for the Walter O. Bigby Carriageway Phase II Project with J.B. James Construction, LLC for an increase in the amount of \$289,099.22 using the 2018 LCDA Bond Fund

EXPLANATION OF PROPOSAL:

Change Order #6 in the amount of \$190,547.28 for the Walter O. Bigby Carriageway Phase 2 Project includes increasing the quantity of the item for Mechanically Stabilized Wall (MSE wall), create a new item for material escalation and engineering fees, and create item for additional structural excavation and backfill. These costs are associated with the redesign of the MSE Wall because of the City's agreement to build Citizens Bank Drive extension.

Change order #7 in the amount of \$74,650.84 for the Walter O. Bigby Carriageway Phase 2 Project includes revising the traffic signal mast arm lengths of 3 of the signal locations, while allowing Bossier City Traffic Engineering division to stockpile the designed traffic signal mast arms to utilize throughout City.

Change Order #8 in the amount of \$23,901.10 for the Walter O. Bigby Carriageway Phase 2 Project includes creating an item for a 4" wide solid line temporary pavement marking using Type 1 removable tape. This material is used for temporary striping placed on permanent pavement where the temporary marking is not placed in the final location.

COST/BUDGET DATA:

The 2018 LCDA Bond Fund will be used for all costs associated with Change Orders #6, #7, and #8 increasing the contract price to J.B. James Construction, LLC by [\\$289,099.22](#). See attached information for additional detail.

COUNCIL DATE REQUESTED:

Regular Council - May 23 2023

ATTACHMENTS:

[Ord - WOBC Phase 2 \(CO 6, 7, 8\)](#)

[WOBC Phase II Change Order #6 - MSE Wall](#)

[WOBC Phase II CHnage Order #7 - Mast Arm Additions](#)

[WOBC Phase II CHnage Order #8 - temp pavement marking](#)

Reviewed By:

Clinton Patrick, Assistant City Engineer

Approved - May 17 2023

Angela Williamson, Finance Director

Approved - May 18 2023

Charles Jacobs, CA

Approved - May 18 2023

Thomas Chandler, Mayor

Approved - May 18 2023

Phyllis McGraw, City Clerk

Approved - May 19 2023

The following Ordinance offered and adopted:

ORDINANCE NO. _____ OF 2023

**AN ORDINANCE TO APPROVE CHANGE ORDER
#6, #7, & #8 FOR THE WALTER O. BIGBY
CARRIAGEWAY PHASE 2 PROJECT WITH J.B. JAMES
CONSTRUCTION, LLC FOR AN INCREASE IN THE
AMOUNT OF \$289,099.22 USING THE 2018 LCDA BOND
FUND.**

WHEREAS; Change Order #6 in the amount of \$190,547.28 for the Walter O. Bigby Carriageway Phase 2 Project includes increasing the quantity of the item for Mechanically Stabilized Wall (MSE wall), create a new item for material escalation and engineering fees, and create item for additional structural excavation and backfill. These costs are associated with the redesign of the MSE Wall because of the City's agreement to build Citizens Bank Drive extension; and

WHEREAS; Change order #7 in the amount of \$74,650.84 for the Walter O. Bigby Carriageway Phase 2 Project includes revising the traffic signal mast arm lengths of 3 of the signal locations, while allowing Bossier City Traffic Engineering division to stockpile the designed traffic signal mast arms to utilize throughout City; and

WHEREAS; Change Order #8 in the amount of \$23,901.10 for the Walter O. Bigby Carriageway Phase 2 Project includes creating an item for a 4" wide solid line temporary pavement marking using Type 1 removable tape. This material is used for temporary striping placed on permanent pavement where the temporary marking is not placed in the final location; and

WHEREAS; the 2018 LCDA Bond Fund will be used for all costs associated with Change Orders #6, #7, and #8 increasing the contract price to J.B. James Construction, LLC by \$289,099.22.

NOW, THEREFORE, BE IT ORDAINED, in regular session convened that the City Council of Bossier City, Louisiana, approves Change Order #6, #7, and #8.

BE IT FURTHER ORDAINED, that the Mayor is authorized to sign any and all documents in connection with the furtherance of this Ordinance.

BE IT FURTHER ORDAINED, that the 2018 LCDA Bond Issue Fund Budget is hereby amended to increase expenditures for the Walter O. Bigby Carriageway Phase 2 by \$289,099.22 and decrease Fund Balance by \$289,099.22.

The above and foregoing Ordinance was read in full at open and legal session convened, was on motion of _____, and seconded by _____, and adopted on the 6th, day of June, 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Jeff Darby, President

Phyllis McGraw, City Clerk

CONTRACT CHANGE ORDER		Change Order No.: 6
<p style="text-align: center;">City of Bossler City PO Box 5337 Bossler City, LA 71171-5337</p>		Date: 3/30/2023
		Project No: P21-04
		Location: Bossler City
		Job Description: Walter O. Blgby Carrlageway - Ph. II Kelly Ave. to Benton Road (LA 3)
<p style="text-align: center;">J. B. James Construction, LLC 1881 Wooddale Blvd. Baton Rouge, LA 70806</p>	Original Contract Price:	\$37,596,946.78
	CO #1:	\$194,898.60
	CO #2:	(\$135,108.00)
	CO #3:	(\$79,239.36)
	CO #4:	\$1,403,467.91
	CO #5:	\$18,119.25
	CO #6:	\$190,547.28
Total Contract Price:	New: \$39,189,632.46	
<p>The purpose of this change order is to increase the quantity of the item for Mechanically Stabilized Earth Wall (MSE wall), create a new item for material escalation and engineering fees, and create an item for additional structural excavation and backfill. These costs are associated with the redesign of the MSE wall because of the Citizens Bank Drive extension.</p> <p>During the initial review of the contractor's MSE wall submittal (submitted in January 2022), TRC determined that the Citizen's Bank Drive Extension that would be constructed close to the MSE wall, may interfere with the wall's construction or potentially interfere with the integrity of the wall (if the wall is constructed first). TRC submitted revised plan and profile sheets 623A and 625A (stamped 3-23-2022) that lowered the footing depth. This change increased the quantity of the MSE wall, increased the quantity of excavation and embankment, added engineering fees from the Reinforced Earth company, and increased material cost for the delay in the construction and delivery of the MSE wall panels. This change order will also incorporate revised plan sheets 623A & 625A. These plan sheets replace plan sheets 623 & 625. No additional days requested on this change order.</p> <p>The City of Bossler will be responsible for dewatering the MSE wall. Owner shall be notified immediately if JB James and/or Beast Engineering observes a condition associated with the dewatering efforts that is adversely impacting the structural integrity of the MSE wall.</p> <p>Increase Item 802-04-00100 "Mechanically Stabilized Earth Wall" by 797.0 square feet</p> <p>This item increased because the footing was lowered approximately 5.0 feet as shown in the attached plans. The lowering of the footing was a result of the proposed construction of the Citizens Bank Drive Extension.</p> <p>Create Item CI-000-20GEN "MSEW Material Escalation and Additional Engineering" with a quantity of 1.0 L.S. at a lump sum cost of \$12,575.22</p> <p>This item is being created to compensate the contractor for additional engineering fees associated with the revised footing depth. The Reinforced Earth company had to re-engineer the portion of the wall that was affected by the lowering of the footing depth. This item also includes the material escalation cost from the supplier. The supplier had a clause that any material delivered after 5-31-2022 would be subject to a 4% increase. Since the redesigned plans weren't provided until after 3-23-2022, this only gave the supplier and contractor less than 2 months to re-engineer the panels, provide the shop drawings for review and approval, cast and transport the panels. The total cost for the engineering fees and material escalation is \$12,575.22. Please see the attached breakdown for the individual costs. BEAST agrees with the cost breakdown.</p> <p>Create Item 802-05-00101 "MSEW Structural Excavation and Backfill (Additional)" with a quantity of 1.0 at a lump sum cost of \$138,919.06</p> <p>This item is being created to compensate the contractor for the additional structural excavation and backfill that was created due to the change in the footing depth. According to the contractor's calculations, the new footing depth will require an additional 868 cubic yards of excavation, 1247 tons of MSE wall 5/8 inch backfill and 543 tons of non-plastic backfill. BEAST reviewed the contractor's quantities and determined that their quantities were consistent with ours. The cost includes equipment and labor to excavate, and equipment, labor and materials to install the additional materials. BEAST agrees with the cost breakdown.</p>		



JB JAMES CONSTRUCTION, L.L.C.

P.O. Box 14271
Baton Rouge, LA 70898
Telephone: (225) 927-3131; Fax (225) 927-3132
La. License No. 39462

April 27, 2023
Letter Job 21002 - 22

Beast Engineering, LLC
Bruce Easterly
102 Oak Leaf Trail
Benton, LA 71006

RE: Bossier City Project – P21-04
Walter O. Bigby Carriageway Phase II
Bossier Parish

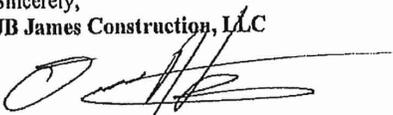
Dear Mr. Easterly,

JB James has reviewed change order 6 and approve this change order. However, JB James wants to express the point that we previously notified Bossier City of our concern of no drainage of the MSE Wall in the final configuration and furthermore, are not engineers and unsure of potential structural issues that may arise from the water.

JB James is constructing per project plans and will not be responsible for any affects of water in or around the MSE Wall.

Please let me know if you have any further questions.

Sincerely,
JB James Construction, LLC



David Huckabay
North Louisiana Area Manager

JB JAMES CONSTRUCTION, L.L.C.

P.O. Box 14271

Baton Rouge, LA 70898

Telephone: (225) 927-3131; Fax (225) 927-3132

La. License No. 39462

Cc: Matt Otwell
Project Files

CONTRACT CHANGE ORDER		Change Order No.:	7
<p align="center"> City of Bossier City PO Box 5337 Bossier City, LA 71171-5337 </p>		Date:	3/31/2023
		Project No:	P21-04
		Location:	Bossier City
		Job Description:	Walter O. Bigby Carriageway - Ph. II Kelly Ave. to Benton Road (LA 3)
<p align="center"> J. B. James Construction, LLC 1881 Wooddale Blvd. Baton Rouge, LA 70806 </p>	Original Contract Price:	\$37,596,946.78	
		CO #1:	\$194,898.60
		CO #2:	(\$135,108.00)
		CO #3:	(\$79,239.36)
		CO #4:	\$1,403,467.91
		CO #5:	\$18,119.25
		CO #6:	\$190,547.28
		CO #7:	\$74,650.84
	Total Contract Price:	New:	\$39,189,632.46
<p>The purpose of this change order is to revise the traffic signal mast arm lengths of 3 signal locations, create two new items with the correct mast arm lengths, decrease the two original items to zero, and create an item for the material cost of the original mast arms.</p> <p>Decrease Item 736-04-10250 "Signal Pole (Single Mast Arm, 25') by 1.0 each</p> <p>Decrease Item 736-04-10300 "Signal Pole (Single Mast Arm, 30') by 2.0 each</p> <p>These existing two items, the 25' and 30' single mast arms are being decreased to zero because they are being replaced by longer single mast arms.</p> <p>Create Item TS-736-11400 "Additional Mast Arm (40 ft. arm) with a quantity of 2 each at a unit price of \$23,741.60</p> <p>This item is being created to compensate the contractor for purchasing and installing 2 each 40' mast arms in lieu of the planned 30' mast arms. The mast arms increased from 30' to 40' because of existing utilities interfered with the installation of the bases.</p> <p>Location 1 is at the north west quadrant of the existing intersection of US 80 and Hamilton Road. Because of the existing utilities interfering with the base, the traffic signal pole is being relocated. The new location requires a 40' mast arm instead of the 30' mast arm as shown in the plans.</p> <p>Location 2 is at the south east quadrant of the existing intersection of US 80 and Hamilton Road. Because of the existing utilities interfering with the base, the traffic signal pole is being relocated. The new location requires a 40' mast arm instead of the 30' mast arm as shown in the plans.</p> <p>The unit cost of the 40' mast arm is shown in the contractors cost breakdown. The costs include the current pricing for the materials, the original labor and equipment costs and other materials needed. The contractor's cost also includes their general markup as well as the prime contractor's markup. There was no original item for 40' mast arms. The new material cost quote is attached.</p>			

CONTRACT CHANGE ORDER		Change Order No.: 7
City of Bossier City PO Box 5337 Bossier City, LA 71171-5337		Date: 3/31/2023
		Project No: P21-04
		Location: Bossier City
		Job Description: Walter O. Bigby Carriageway - Ph. II Kelly Ave. to Benton Road (LA 3)

J. B. James Construction, LLC 1881 Wooddale Blvd. Baton Rouge, LA 70806	Original Contract Price:	\$37,596,946.78
		CO #1: \$194,898.60
		CO #2: (\$135,108.00)
		CO #3: (\$79,239.36)
		CO #4: \$1,403,467.91
		CO #5: \$18,119.25
		CO #6: \$190,547.28
		CO #7: \$74,650.84
Total Contract Price:	New:	\$39,189,632.46

Create Item TS-736-11450 "Additional Mast Arm (45 ft. arm) with a quantity of 1 each at a unit price of \$25,299.64

This item is being created to compensate the contractor for purchasing and installing a 45' mast arm in lieu of the planned 25' mast arm. The location is at the south west quadrant of the new intersection of WOBC and LA 3. Because of the existing utilities interfering with the base, the traffic signal pole is being relocated. The new location requires a 45' mast arm instead of the 25' mast arm as shown in the plans.

The unit cost of the 45' mast arm is shown in the contractors cost breakdown. The costs include the current pricing for the materials, the original labor and equipment costs and other materials needed. The contractor's cost also includes their general markup as well as the prime contractor's markup. The reason the new 45' mast arm is not being paid under the original bid item is the fact the material cost has increased from \$8905.72 each to \$19,263.00 each. The original material cost and new material cost quotes are attached.

Create Item CI-000-20GEN "Traffic Signal Pole and Mast Arms (Material Reimbursement)" by 1.0 each at lump sum price of \$21,168.00

This item is to reimburse the contractor for the material costs of the 1-25' and 2-30' Signal Pole single mast arms. The signal poles and mast arms were purchased based on the plans and before it was known of the conflicting utilities. Since the longer arms were needed, these poles and mast arms are surplus and cannot be returned to the manufacturer. They will be delivered to the City of Bossier's traffic section. The cost only includes the original material cost with no markup. The cost for the 1 each 25' signal pole/mast arm is \$6777.00 and for the 2 each 30' signal pole/mast arm is \$14,391.00. The contractor is not charging for the delivery of the materials. (See attached material quote for costs.) The total cost of this item is \$21,168.00.

WOBC - Change Order #7 - TRAFFIC SIGNAL POLE MAST ARM REVISIONS
Item Summary

Item #	Description	Units	Unit Cost	ORIGINAL ITEM QUANTITY	REVISED ITEM QUANTITY	TOTAL QUANTITY		TOTAL Cost	
						decrease	increase	decrease	increase
736-04-10250	Signal Pole (Single Mast Arm, 25')	Each	\$ 9,300.00	1.00	0.00	1.00		\$ 9,300.00	\$ -
736-04-10300	Signal Pole (Single Mast Arm, 30')	Each	\$ 10,000.00	2.00	0.00	1.00		\$ 10,000.00	\$ -
TS-736-11400	Additional Mast Arm (40 ft. arm)	Each	\$ 23,741.60	2.00	2.00		2.00		\$ 47,483.20
TS-736-11450	Additional Mast Arm (45 ft. arm)	Each	\$ 25,299.64	1.00	1.00		1.00		\$ 25,299.64
CI-000-20GEN	Traffic Signal Pole and Mast Arms (Material reimbursement)	LS	\$ 21,168.00	0.00	1.00		1.00		\$ 21,168.00
						TOTAL INC/DEC =		\$ 19,300.00	\$ 93,950.84
						TOTAL CHANGE =		\$	\$ 74,650.84

New 40' Mast arm

Unit Cost Breakdown

4/8/2023 5:05 PM
 PROJECT: Walter O Bigby Carriageway
 40' Mast Arm
 ITEM NUMBER/DESC.: 2 Each
 ESTIMATED QUANTITY: 2 Each
 DATE PREPARED: 4/3/2023

ITEM DESCRIPTION	QTY	UNIT	UNIT COSTS			O.T.Factor	TOTAL COSTS					
			LABOR	EQUIP	MATERIAL		LABOR	EQUIP	MATERIAL	SUBCT.	MISC.	
Crew												
MATERIAL								\$0.00				
EQUIPMENT												
SUBCONTRACT White Electrical	2	Each									\$ 42,675.78	
						TOTALS	\$	\$	\$	\$	\$ 42,675.78	\$

TOTAL LABOR \$ -
 TOTAL MATERIAL \$ 42,675.78
 TOTAL SUBCONTRACT \$ 469.43
 TOTAL EQUIPMENT \$ -
 BOND \$ -

MARKUPS
 LABOR BURDENS 54% \$ -
 LABOR MARK-UP 15,0000% \$ -
 MATERIAL MARK-UP 15,0000% \$ -
 EQUIPMENT MARK-UP 10,0000% \$ 4,267.58
 SUBCONTRACT MARK-UP 15,0000% \$ 70.42
 BOND MARK-UP \$ -

SUBTOTAL \$ 47,483.21
 QUANTITY 1
 UNIT COST \$ 47,483.21

New 45' mast arm

Unit Cost Breakdown

4/3/2023 5:06 PM
 PROJECT: Walter O Bigby Carriageway
 45' Mast Arm
 ITEM NUMBER/DESC.: 1 Each
 ESTIMATED QUANTITY: 1
 DATE PREPARED: 4/3/2023

ITEM DESCRIPTION	CITY	UNIT	UNIT COSTS			TOTAL COSTS		
			LABOR	EQUIP	MATERIAL	LABOR	EQUIP	MATERIAL
Crew								
MATERIAL					50.00			
EQUIPMENT								
SUBCONTRACT White Electrical	1	Each			\$ 22,738.18			\$ 22,738.18
			TOTALS					
					\$			\$ 22,738.18

TOTAL LABOR \$ -
 TOTAL MATERIAL \$ 22,738.18
 TOTAL SUBCONTRACT \$ -
 TOTAL EQUIPMENT \$ 250.12
 BOND

MARKUPS
 LABOR BURDENS 54%
 LABOR MARK-UP 15.00000%
 MATERIAL MARK-UP 15.00000%
 EQUIPMENT MARK-UP 10.00000%
 SUBCONTRACT MARK-UP 15.00000%
 BOND MARK-UP

QUANTITY 1
 UNIT COST \$ 25,299.64

NEW MATERIAL
QUOTE



REXEL 2313 BOS BOSSIER CITY
3514 INDUSTRIAL DR
BOSSIER CITY, LA 71112-2502
318-741-9722
Fax (318) 741-9867



Quotation

QUOTE DATE	QUOTE NUMBER	PAGE NO.
10/27/2022	S135029702	1 of 1
CUST PO#:	WALTER O BIGBY	
JOB/REL#:		

QUOTE TO:
WILHITE ELECTRIC COMPANY
4450 VIKING DR
BOSSIER CITY, LA 71111-7466

SHIP TO:
WILHITE ELECTRIC WALTER O BIGBY CA
WALTER O BIGBY CARRIAGEWAY
BOSSIER CITY, LA 71111

CUSTOMER NUMBER	CUSTOMER PHONE#	ORDERED BY	OUTSIDE SALESPERSON	
1179903		Ronny Hennigan	James Johnston 2313	
WRITER	WRITER PHONE#	WRITER EMAIL		
Deborah Johnston 2313	318 741 9722	Deborah.Johnston@Rexelusa.com		
INSIDE SALESPERSON	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Douglas Matthews	PICK UP	PROX 25h	10/27/2022	Yes
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
2ea	STUC DIRECT ITEM 40' SINGLE MAST ARM Pn: 147085	18095.250/ea	36190.50	
1ea	STUC DIRECT ITEM 46' SINGLE MAST ARM Pn: 147085	19262.950/ea	19262.95	
Subtotal			55453.45	
S&H Charges			0.00	
Sales Tax			0.00	
Total			55453.45	

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Many of Seller's manufacturing partners have advised that until further notice they reserve the right to amend the delivery date, price, scope and quantity of supply and/or other terms and conditions set out in their offer or quotation and Seller equally reserves the right to pass through any such changes from its manufacturing partners to the Buyer. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors outside of Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility". Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at <http://www.rexel-static.com/Static/Manual.html>. Full phone support at (888) 739-3577

Printed By: DMATTHEW on 12/12/2022 4:09:19 PM EST

ORIGINAL BID

Master Quote
to Enclose



Expiration Date: 05/29/21

Quotation

TO:
WILHITE ELECTRIC COMPANY
4450 VIKING DR
BOSSIER CITY, LA 71111-7466

Project Info:
Project: WALTER O BIGBY CARRIAGEWAY
Job #: #LI-042921-475646
Bid Date: 04/29/21
Bid Time: 03:00 PM EDT
Quoter: Deborah Johnston 2313

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
POWER & TEL	4,000		14 AWG 2 COND IMSA 50-2 LOOP DETECTOR	Unit	1,000/EA	4,000.00
POWER & TEL	10,250		19 AWG 6PR SOL BC SCU PE/PE IMSA 20-6 600V 75C	Unit	2.103/EA	21,555.75
LTG 701	18		RSWL-A-HT-2LG-14L-40K7-U-XX-N	LIGHTING	41,461.111	41,461.11
LTG 702	18		+1MA0832S-380-845806T4	LIGHTING		
LTG 703	8		CON2-75W-GL-40-5W-U-ND-HB	LIGHTING		
POLE	1		SINGLE MAST ARM 25FT	Unit	6,776.656/EA	6,776.66
POLE	2		SINGLE MAST ARM 30FT	Unit	7,195.286/EA	14,390.57
POLE	1		SINGE MAST ARM 45FT	Unit	8,905.724/EA	8,905.72
POLE	1		SINGLE MAST ARM 60FT	Unit	9,902.357/EA	9,902.36
	1		SIGNAL POLE (DUAL MAST ARM 45FT ARM 1, 40FT ARM 2	Unit	16,037.037/EA	16,037.04

All sales transactions are subject to credit approval. Any quotation and all transactions with Rexel are

From:
REXEL 2313 BOS BOSSIER CITY
MGR: Chris Humphreys 318-741-9722
3514 INDUSTRIAL DR
BOSSIER CITY, LA 71112-2502
Printed By: Deborah Johnston 2313

Notes

CONTRACT CHANGE ORDER City of Bossier City PO Box 5337 Bossier City, LA 71171-5337	Change Order No.: 8
	Date: 4/26/2023
	Project No: P21-04
	Location: Bossier City
	Job Description: Walter O. Bigby Carriageway - Ph. II Kelly Ave. to Benton Road (LA 3)

J. B. James Construction, LLC 1881 Wooddale Blvd. Baton Rouge, LA 70806	Original Contract Price:	\$37,596,946.78
	CO #1:	\$194,898.60
	CO #2:	(\$135,108.00)
	CO #3:	(\$79,239.36)
	CO #4:	\$1,403,467.91
	CO #5:	\$18,119.25
	CO #6:	\$190,547.28
	CO #7:	\$74,650.84
	CO #8:	\$23,901.10
Total Contract Price:	New: \$39,288,184.40	

The purpose of this change order is to create an item for a 4" wide solid line temporary pavement marking using a Type 1 removable tape. This material is used for temporary striping placed on permanent pavement where the temporary pavement marking is not placed in the final location.

CREATE ITEM 713-04-01020 "Temporary Pavement Markings (Solid Line)(4" Width)(Type 1 Removable)" with a quantity of 0.8 miles at a unit price of \$29,876.38 per mile

This item is being created to compensate the contractor for the installation and future removal of temporary striping, Type 1 tape, for the detour of traffic. Type 1 tape is used to temporary stripe locations where the temporary striping is on permanent pavement and not in the final striping configuration. There were other materials discussed, such as foil back tape and paint. The foil back tape does not last long, especially in wet weather. The paint would have to be removed either by grinding or water blasting at a high pressure. The grinding would mar the new pavement and the water blaster would destroy the concrete pavement joint material. The type 1 tape was selected as the best candidate due to its durability and long lasting qualities. The attached plans show the locations where the type 1 tape was placed. The total length placed was 0.8 miles.

The installation of this material is very involved. The pavement has to be water blasted (at a much lower pressure than the paint removal) to ensure that the tape sticks properly. If the pavement is not cleaned properly, the tape will not stick properly. This material is also very hard to remove and time consuming. The cost of the item, \$29,876.38 per mile, includes the material, equipment, labor, subcontractor's and prime contractor's markup. Based on LA DOTD's quarterly average costs for the 3rd quarter of 2022, the cost was at \$20,000.00 per mile for a quantity of 2.18 miles. Even though the cost of \$29,876.38 per mile seems high, it is in line with the quarterly averages; as the quantity went down, the cost would go up.

At this time, there are no future plans in building additional detours or temporary striping detours. At the end of the job, there should be a cost savings with the unused quantities of the detour items, i.e., temporary striping (paint) and detour road.

CONTRACT CHANGE ORDER					Change Order No.: 8	
City of Bossier City PO Box 5337 Bossier City, LA 71171-5337					Date: 4/26/2023	
					Project No: P21-04	
					Location: Bossier City	
					Job Description: Walter O. Bigby Carriageway - Ph. II Kelly Ave. to Benton Road (LA 3)	
J. B. James Construction, LLC 1881 Wooddale Blvd. Baton Rouge, LA 70806					Original Contract Price: \$37,596,946.78	
					CO #1: \$194,898.60 CO #2: (\$135,108.00) CO #3: (\$79,239.36) CO #4: \$1,403,467.91 CO #5: \$18,119.25 CO #6: \$190,547.28 CO #7: \$74,650.84 CO #8: \$23,901.10 Total Contract Price: New: \$39,288,184.40	
Item No.	Item Description	QTY	Unit	Unit Price	Decrease In Contract Price	Increase In Contract Price
713-04-01020	Temporary Pavement Markings (Solid Line) (4"W)(Type 1 Removable)	0.800	Mile	\$29,876.38		\$23,901.10
Change in contract price due to this Change Order:						
Total Decrease:						\$0.00
Total Increase:						\$23,901.10
Difference between Increase & Decrease:						\$23,901.10
Net increase in contract price:						\$23,901.10
The sum of <u>\$23,901.10</u> is hereby added to the total contract price, and the total adjusted contract price to date is <u>\$39,288,184.40</u> .						
Recommended by: (Engineer)						
_____				BEAST ENGINEERING, LLC		Date
Accepted by: (Contractor)						
_____				_____		Date
Approved by: (Owner)						
_____				(Entity), (Title)		DATE

4/3/2023 4:39 PM

Waller O Bigby Carriageway

Unit Cost Breakdown

PROJECT:
ITEM NUMBER/DESC.:
ESTIMATED QUANTITY:

Type 1 Removable Shippe
1
Mile

DATE PREPARED:

4/3/2023

ITEM DESCRIPTION	QTY	UNIT	UNIT COSTS			O.T.Factor	TOTAL COSTS			
			LABOR	EQUIP	MATERIAL		LABOR	EQUIP	MATERIAL	SUBCT.
Crew										
MATERIAL								\$0.00		
EQUIPMENT										
SUBCONTRACT	1	Mile								
Nation Services								\$ 26,851.55		
TOTALS										\$ 26,851.55

TOTAL LABOR \$ -
 TOTAL MATERIAL \$ -
 TOTAL SUBCONTRACT \$ 26,851.55
 TOTAL EQUIPMENT \$ -
 BOND \$ 295.37

10% Tax

MARKUPS

LABOR BURDENS @ 54% \$ -
 LABOR MARK-UP @ 15,0000% \$ -
 MATERIAL MARK-UP @ 15,0000% \$ -
 EQUIPMENT MARK-UP @ 10,0000% \$ 2,885.16
 SUBCONTRACT MARK-UP @ 15,0000% \$ 44.31
 BOND MARK-UP @ 295.37

SUBTOTAL \$ 29,876.38
 TOTAL \$ 29,876.38
 QUANTITY 1
 UNIT COST \$ 29,876.38



City of Bossier City
ITEM FACT SHEET
Regular Council

Meeting Date: Regular Council - May 23 2023
Department: Public Utilities & Engineering
Prepared by: Regina Nation, Office Manager
Sponsor: Clinton Patrick, Assistant City Engineer
Submitted: May 4, 2023

NOTED: RECOMMENDED BY:

A handwritten signature in blue ink that reads "Thomas Chandler".

Thomas Chandler, Mayor

TITLE:

An Ordinance amending the 2023 General Fund Traffic Engineering Budget by \$150,000.00, increasing expenditures for street light repairs and guard rail repairs.

EXPLANATION OF PROPOSAL:

To repair damaged guard rails, street lights, and to replenish stockpile for future repair and replacement needs.

COST/BUDGET DATA:

Increasing General Fund Traffic Engineering Budget by \$150,000.00.

COUNCIL DATE REQUESTED:

Regular Council - May 23 2023

ATTACHMENTS:

[Funding Ordinance \(Traffic Lighting Material Guardrail Purchase\)](#)

Reviewed By:

Clinton Patrick, Assistant City Engineer
Angela Williamson, Finance Director
Charles Jacobs, CA
Thomas Chandler, Mayor
Phyllis McGraw, City Clerk

Approved - May 04 2023
Approved - May 04 2023
Approved - May 09 2023
Approved - May 10 2023
Approved - May 19 2023

The following Ordinance offered and adopted:

ORDINANCE NO. _____ OF 2023

AN ORDINANCE AMENDING THE 2023 GENERAL FUND TRAFFIC ENGINEERING BUDGET BY ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00) INCREASING EXPENDITURES FOR STREET LIGHT REPAIR AND GUARD RAIL REPAIR.

WHEREAS; Ordinance 107 of 2022 appropriated \$150,000 for purchasing street light poles in the Traffic Engineering Department; and

WHEREAS; the City has incurred over \$48,000 in newly damaged poles and guard rails in 2023; and

WHEREAS; the City's Risk Management Department is seeking payment for those damages; and

WHEREAS; the Traffic Engineering Department stock of materials has been depleted and is in need of additional materials; and

WHEREAS; the City of Bossier City takes pride in ensuring roadway lighting is addressed and maintained in a timely fashion; and

WHEREAS; \$150,000 would allow for the purchase of materials to address those lights that are in need of repair, stockpile material for future needs and provide for funding the repairs of guardrails.

NOW, THEREFORE, BE IT ORDAINED, in regular session convened that the City Council of Bossier City, Louisiana, agrees to appropriate \$150,000 from the General Fund for Street Light Repairs and Guard Rail Repairs.

BE IT FURTHER ORDAINED, that the 2023 General Fund Traffic Engineering Budget is hereby amended to increase expenditures for Street Light Repair and Maintenance by \$120,000 and Guard Rail Repair and Maintenance by \$30,000 and decrease Fund Balance by \$150,000.

The above and foregoing Ordinance was read in full at open and legal session convened, was on motion of _____, and seconded by _____, and adopted on the 6th, day of June, 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Jeffery Darby, President

Phyllis McGraw, City Clerk



City of Bossier City
ITEM FACT SHEET
Regular Council

Meeting Date: Regular Council - May 23 2023
Department: Legal
Prepared by: Jennifer Emert, Secretary
Sponsor: Daniel Haugen, Chief

NOTED: RECOMMENDED BY:


Thomas Chandler, Mayor

TITLE:

An Ordinance appropriating the sum of five hundred thousand dollars (\$500,000.00) from the Jail and Municipal Building Fund - Fund Balance to remodel Fire Station # 6 on Riverside Drive for the Bossier City Police Department - Special Investigation Units.

COUNCIL DATE REQUESTED:

Regular Council - May 23 2023

ATTACHMENTS:

[ORD APPROPRIATING 500,000 FROM THE JAIL AND MUNICIPAL FUND TO REMODEL FIRE STATION NO 6](#)

Reviewed By:

Daniel Haugen, Chief	Approved - May 18 2023
Angela Williamson, Finance Director	Approved - May 18 2023
Charles Jacobs, CA	Approved - May 19 2023
Thomas Chandler, Mayor	Approved - May 19 2023
Phyllis McGraw, City Clerk	Approved - May 19 2023

The following Ordinance offered and adopted:

Ordinance No. _____ Of 2023

AN ORDINANCE APPROPRIATING THE SUM OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) FROM THE JAIL AND MUNICIPAL BUILDING FUND – FUND BALANCE TO REMODEL FIRE STATION # 6 ON RIVERSIDE DRIVE FOR THE BOSSIER CITY POLICE DEPARTMENT – SPECIAL INVESTIGATION UNITS.

WHEREAS, Fire Station # 6 is currently not in use; and

WHEREAS, Bossier City Police Department is in need of a space for their Special Investigation Units; and

WHEREAS, this space will house specialized equipment, police units and personnel;

NOW, THEREFORE BE IT ORDAINED by the City Council of Bossier City, Louisiana, in regular session convened that a budget amendment be added for the Jail and Municipal Building Fund 2023 budget to appropriate five hundred thousand dollars (\$500,000.00) to remodel Fire Station # 6 on Riverside Drive for the Bossier City Police Department – Special Investigation Units and decrease Fund Balance by five hundred thousand dollars (\$500,000.00).

The above and foregoing Ordinance was read in full at open and legal session convened, was on motion of _____, and seconded by _____, and adopted on the _____, day of _____, 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Jeffery Darby, President

Phyllis McGraw, City Clerk



City of Bossier City
ITEM FACT SHEET
Regular Council

Meeting Date: Regular Council - May 23 2023
Department: Finance
Prepared by: Ashley Ross, Accountant I
Sponsor: Thomas Chandler, Mayor

NOTED: RECOMMENDED BY:



Thomas Chandler, Mayor

TITLE:

An ordinance amending the 2023 General Fund budget to appropriate additional funds for Police and Fire department salaries and benefits

EXPLANATION OF PROPOSAL:

Budget amendment

COST/BUDGET DATA:

\$500,000.00 2023 General Fund Budget

COUNCIL DATE REQUESTED:

Regular Council - May 23 2023

ATTACHMENTS:

[2023 General Fund Budget amendment Police and Fire Salaries and Benefits](#)

Reviewed By:

Angela Williamson, Finance Director
Charles Jacobs, CA
Thomas Chandler, Mayor
Phyllis McGraw, City Clerk

Approved - May 17 2023
Approved - May 17 2023
Approved - May 17 2023
Approved - May 19 2023

The following Ordinance offered and adopted:

ORDINANCE NO. _____ OF 2023

AN ORDINANCE AMENDING THE 2023 GENERAL FUND BUDGET TO APPROPRIATE ADDITIONAL FUNDS FOR POLICE AND FIRE DEPARTMENT SALARIES AND BENEFITS.

WHEREAS, Bossier City is expecting continued growth; and

WHEREAS, the Bossier City Police Department is in need of additional officers to maintain the current level of services provided; and

WHEREAS, the Bossier City Fire Department is experiencing an increased amount of calls and;

WHEREAS, additional funds are needed to pay overtime;

NOW, THEREFORE, BE IT ORDAINED that the City Council of Bossier City, Louisiana, in regular session convened, does hereby amend the 2023 General Fund Budget to increase Police Department Salaries and Benefits \$250,000.00 and Fire Department Salaries and Benefits \$250,000.00 and decrease Fund Balance \$500,000.00

The above and foregoing Ordinance, read in full at open and legal session convened, was on motion of _____ and seconded by _____, and adopted on the _____ day of _____, 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Jeffery D. Darby, President

Phyllis McGraw, City Clerk

The following Ordinance offered and adopted:

Ordinance No. Of 2023

AN ORDINANCE AMENDING ORDINANCE 76 OF 2019 WHICH IMPLEMENTED A BUDGETARY CONTROL REQUIRING A RESOLUTION TO BE APPROVED BY THE BOSSIER CITY COUNCIL PRIOR TO THE HIRING OR EMPLOYMENT OF ANY INDIVIDUAL RECEIVING WAGES, COMPENSATION, OR REMUNERATION FOR LABOR INCLUDING TEMPORARY OR CONTRACTUAL EMPLOYMENT.

WHEREAS, the Bossier City Council still desires to limit the expansion of the budget by approving any and all hiring for labor prior to the employment of the individual; and

WHEREAS, the Bossier City Police and Fire Departments are having trouble maintaining employment numbers and miss training deadlines due to the need to pass Resolutions thru City Council prior to hiring new recruits or granting promotions; and

WHEREAS, both the Bossier City Police and Fire Departments have submitted a list (Exhibit A) of all currently approved manning numbers and positions and request to be allowed to maintain those numbers without the need for individual Resolutions; and

WHEREAS, the Bossier City Police and Fire Departments will still be required to obtain a Resolution or Ordinance for any additional positions, promotions or increase in manning not listed in Exhibit A;

NOW, THEREFORE BE IT ORDAINED by the City Council of Bossier City, Louisiana, in regular session convened that effective upon the passage of this ordinance that the Bossier City Fire and Police Departments are exempt from the Resolution requirement and will now be allowed to hire and promote consistently to keep the approved manning numbers and ranks listed in Exhibit A, but must provide a written report to the Council monthly on all hiring and promotions.

The above and foregoing Ordinance was discussed and opened for public input at open and legal session convened, was on motion and seconded by and adopted on this the day of, 2023. Further this Ordinance will publish on and will not become legal until 10 days following publication.

AYES

NAYS:

ABSENT:

ABSTAIN:

Jeffery D. Darby, President

Phyllis McGraw, City Clerk

EXHIBIT A

FIRE DEPARTMENT–

Total Staff: 206

FIRE LINE

3 – Assistant Chiefs

9 – District Chiefs

3 – EMS Supervisors

31 – Fire Captains

45 – Fire Drivers

63 – Firefighters

FIRE COMMUNICATIONS

1 – Director of Communications

4 – Communications Supervisors

8 – Fire Communications Officers

FIRE ADMINISTRATION

1 – Fire Chief

2 – Deputy Chief

2 – Administrative Assistant to the Fire Chief

1 – Chief of Special Operations

1 – IT Specialist

1 – IT Analyst

1 – Secretary to the Fire Chief

1 – Fire Records Clerk

EMS ADMINISTRATION

1 – Chief of EMS

1 – EMS Supervisor

3 – Medical Directors

1 – Fire Records Clerk

FIRE PREVENTION

1 – Chief of Fire Prevention

1 – Assistant Chief of Fire Prevention

2 – Fire Prevention Officers

1 – Fire Records Clerk

FIRE TRAINING

1 – Chief of Training

1 – Assistant Chief of Training

1 – Fire Training Officer

12 – Fire Recruits

FIRE MAINTENANCE

1 – Master Mechanic

2 – Fire Mechanics

POLICE DEPARTMENT -

Total Staff: 208

Chief of Police - 1

Secretary to the Police Chief - 1

Deputy Chief of Police: 3

Captain: 6

Lieutenant: 10

Sergeant: 34

Police Officers: 93

Jail Superintendent: 1

Jailer II: 3

Jailers: 16

Chief of Communications: 1

Communications Supervisor: 4

Communications Officer: 15

Records Clerk: 17

I.T. Specialist: 3



City of Bossier City
ITEM FACT SHEET
Agenda Meeting - Setting Agenda for
Regular Meeting

Meeting Date: Regular Council - Jun 06 2023
Department: Marshalls Office
Prepared by: Shelley Anderson, Marshall
Sponsor: Jim Whitman, Marshall

NOTED: RECOMMENDED BY:

A handwritten signature in blue ink that reads "Thomas Chandler".

Thomas Chandler, Mayor

TITLE:

An ordinance recognizing the attached list of Marshal vehicles surplus to the needs of the City of Bossier City.

COUNCIL DATE REQUESTED:

Regular Council - Jun 06 2023

ATTACHMENTS:

[Ordinance 2023 Vehicle donation city 1531](#)

Reviewed By:

Jim Whitman, Marshall	Approved - May 12 2023
Angela Williamson, Finance Director	Approved - May 12 2023
Charles Jacobs, CA	Approved - May 16 2023
Thomas Chandler, Mayor	Approved - May 16 2023
Phyllis McGraw, City Clerk	Approved - May 19 2023

The following Ordinance offered and adopted:

Ordinance No. _____ Of 2023

AN ORDINANCE RECOGNIZING THE ATTACHED LIST OF BOSSIER CITY MARSHAL VEHICLES SURPLUS TO THE NEEDS OF THE CITY OF BOSSIER CITY.

WHEREAS, the Bossier City Marshal's Office owns and is in possession of the following listed vehicles:

1. 2009 Ford Crown Victoria VIN# 2FAHP71V79X100554

WHEREAS, vehicle #1 2009 Ford Crown Victoria VIN# 2FAHP71V79X100554 is a high mileage vehicle and is no longer fit for use by the Bossier City Marshal Office; and

WHEREAS, the condition and high mileage rates of vehicle #1 makes it unfit and impractical for sale at auction;

NOW, THEREFORE, BE IT ORDAINED, by the City Council of Bossier City, Louisiana, in regular session convened, that the Bossier City Council declares said vehicle #1 surplus to the needs of the City and hereby grants the Bossier City Marshal office the authority to donate said vehicle to the Minden Police Department. City Marshal, Jimmie A. Whitman shall be further authorized to execute any and all documentation necessary to effect said donations; and

The above and foregoing Ordinance was read in full at open and legal session convened, was on motion of _____, and seconded by _____, and adopted on the _____, day of _____, 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Jeffrey Darby, President

Phyllis McGraw, City Clerk



City of Bossier City
ITEM FACT SHEET
Regular Council

Meeting Date: Regular Council - Jun 06 2023
Department: Public Utilities & Engineering
Prepared by: Regina Nation, Office Manager
Sponsor: Clinton Patrick, Assistant City Engineer
Submitted: May 19, 2023

NOTED: RECOMMENDED BY:



Thomas Chandler, Mayor

TITLE:

Adopt an Ordinance to approve Report of Change Order 2 for the 2021 Citywide Striping Project.

EXPLANATION OF PROPOSAL:

Changes proposed are requested for additional striping.

COST/BUDGET DATA:

Increase of \$375,000.00

COUNCIL DATE REQUESTED:

Regular Council - Jun 06 2023

ATTACHMENTS:

[37-21 C.O.2 Info sheet- signed](#)
[37-21 Change Order 2 Ord](#)

Reviewed By:

Clinton Patrick, Assistant City Engineer
Angela Williamson, Finance Director
Charles Jacobs, CA
Thomas Chandler, Mayor
Phyllis McGraw, City Clerk

Approved - May 19 2023
Approved - May 19 2023
Approved - May 23 2023
Approved - May 31 2023
Approved - Jun 01 2023

CHANGE ORDER No. 2

P.O. No.: 211242

Date: May 4, 2023

Agreement Date: October 18, 2021

NAME OF PROJECT: 2021 Citywide Striping Project

OWNER:

CONTRACTOR: Nation Services Company, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

**Changes proposed are recommended, resulting from requested Change Order 2 for:
Additional Striping as required.**

Change to CONTRACT PRICE: \$375,000.00

Original CONTRACT PRICE: \$287,795.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$600,000.00

The CONTRACT PRICE due to this CHANGE ORDER will be increased: \$375,000.00

The new CONTRACT PRICE including this CHANGE ORDER will be: \$975,000.00

Change to CONTRACT TIME:

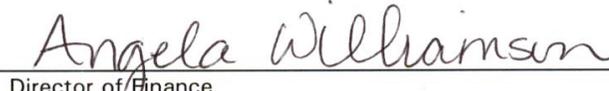
The CONTRACT TIME will be unchanged by 0 calendar days.

Approvals:

Justification Supported:


Purchasing Agent

Funds Available:


Director of Finance

CONTRACTOR:

 President MICHAEL NATION

PROJECT ENGINEER



MAYOR:

The following Ordinance offered and adopted:

ORDINANCE NO. _____ OF 2023

ADOPT AN ORDINANCE TO APPROVE REPORT OF CHANGE ORDER 2 FOR THE 2021 CITYWIDE STRIPING PROJECT.

WHEREAS; additional striping is necessary throughout the City of Bossier City; and

WHEREAS; funding is available to complete the additional striping as required

WHEREAS; the City of Bossier City takes pride in ensuring the safety of its citizens by addressing and maintaining citywide striping;

NOW, THEREFORE, BE IT RESOLVED, in regular session convened that the City Council of Bossier City, Louisiana, agrees to adopt an Ordinance to amend the contract for a total contract price of \$975,000.00.

The above and foregoing Ordinance was read in full at open and legal session convened, was on motion of _____, and seconded by _____, and adopted on the 6th, day of June, 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Jeff Darby, President

Phyllis McGraw, City Clerk



City of Bossier City
ITEM FACT SHEET
Regular Council

Meeting Date: Regular Council - Jun 06 2023
Department: Public Utilities & Engineering
Prepared by: Regina Nation, Office Manager
Sponsor: Clinton Patrick, Assistant City Engineer

NOTED: RECOMMENDED BY:



Thomas Chandler, Mayor

TITLE:

An Ordinance to approve change order 2 for the City Wide Street Improvements Phase II Project for a total contract price of \$1,118,879.21.

EXPLANATION OF PROPOSAL:

Additional work was necessary, therefore increasing the contract price for the project.

COST/BUDGET DATA:

Increase of \$78,602.21 to the City Wide Street Improvements Phase II Project.

COUNCIL DATE REQUESTED:

Regular Council - Jun 06 2023

ATTACHMENTS:

[22-22-2 RVP C.O. 2 Info-signed](#)
[22-22 RVP CO 2 Ordinance](#)

Reviewed By:

Benjamin Rauschenbach, Public Utilities Manager and City Engineer	Approved - May 25 2023
Angela Williamson, Finance Director	Approved - May 25 2023
Charles Jacobs, CA	Approved - May 25 2023
Thomas Chandler, Mayor	Approved - May 31 2023
Phyllis McGraw, City Clerk	Approved - Jun 01 2023

CHANGE ORDER NO. 2

P.O. No.: 22001641

Date: May 10, 2023

Agreement Date: October 20, 2022

NAME OF PROJECT: 2022 Street Improvements

OWNER:

CONTRACTOR: RVP Construction, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Additional work

Change to CONTRACT PRICE: \$78,602.21

Original CONTRACT PRICE: \$674,777.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$1,040,277.00

The CONTRACT PRICE due to this CHANGE ORDER will be **increased** decreased by: \$78,602.21

The new CONTRACT PRICE including this CHANGE ORDER will be: \$1,118,879.21

Change to CONTRACT TIME: **Unchanged**

The CONTRACT TIME will be increased /decreased by 0 calendar days.

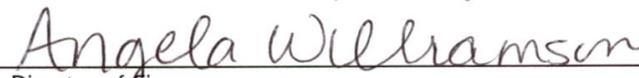
The date for completion of all work will be 11/01/2023

Approvals:

Justification Supported:


Purchasing Agent

Funds Available:


Director of Finance

CONTRACTOR:



PROJECT ENGINEER



MAYOR:

The following Ordinance offered and adopted:

ORDINANCE NO. _____ OF 2023

AN ORDINANCE TO APPROVE CHANGE ORDER 2 FOR THE CITY WIDE STREET IMPROVEMENT PHASE II PROJECT FOR A TOTAL CONTRACT PRICE OF \$1,118,879.21.

WHEREAS; it has been assessed that additional work was necessary; and

WHEREAS; an increased amount of \$78,602.21 is to be added to the contract price to allow for the additional work; and

NOW, THEREFORE, BE IT ORDAINED, in regular session convened that the City Council of Bossier City, Louisiana, approves Change Order 2 for the City Wide Street Improvement Phase II Project for a total contract price of \$1,118,879.21; and

BE IT FURTHER ORDAINED, that the Mayor is authorized to sign any and all documents in connection with the furtherance of this Ordinance.

The above and foregoing Ordinance was read in full at open and legal session convened, was on motion of _____, and seconded by _____, and adopted on the 6th, day of June, 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Jeff Darby, President

Phyllis McGraw, City Clerk



City of Bossier City
ITEM FACT SHEET
Regular Council

Meeting Date: Regular Council - Jun 06 2023
Department: Legal
Prepared by: Jennifer Emert, Secretary
Sponsor: Charles Jacobs, CA
Submitted: June 1, 2023

NOTED: RECOMMENDED BY:


Thomas Chandler, Mayor

TITLE:

An Ordinance authorizing Mayor Thomas H. Chandler to execute the attached First Amendment to Cooperative Endeavor Agreement between the State of Louisiana, Louisiana Department of Economic Development, Bossier Parish Police Jury, Cyberspace Innovation Center, Inc., D/B/A Cyber Innovation Center and General Dynamics Information Technology, Inc.

COUNCIL DATE REQUESTED:

Regular Council - Jun 06 2023

ATTACHMENTS:

[Ord authorizing Mayor Thomas H. Chandler to execute the attached CEA \(State of LA, LDED, BPPJ, CYBER and GDIT\)](#)
[Exhibit A- CEA w State of LA, LDED, BPPJ, Cyber, and GDIT](#)

Reviewed By:

Charles Jacobs, CA	Approved - Jun 01 2023
Angela Williamson, Finance Director	Approved - Jun 01 2023
Thomas Chandler, Mayor	Approved - Jun 01 2023
Phyllis McGraw, City Clerk	Approved - Jun 01 2023

The following Ordinance offered and adopted:

Ordinance No. _____ Of 2023

AN ORDINANCE AUTHORIZING MAYOR THOMAS H. CHANLDER TO EXECUTE THE ATTACHED FIRST AMENDMENT TO COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE STATE OF LOUISIANA, LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT, BOSSIER PARISH POLICE JURY, CYBERSPACE INNOVATION CENTER, INC. D/B/A CYBER INNOVATION CENTER AND GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC.

WHEREAS, the State of Louisiana operating through the Louisiana Department of Economic Development recommend and request that the City of Bossier City amend the above entitled cooperative endeavor agreement to allow certain remote employees to be included in the definition of “employees” and/or “jobs” to allow for qualification for certain Louisiana State payroll tax exemptions;

NOW, THEREFORE, BE IT ORDAINED, by the City Council of Bossier City, Louisiana, in regular session convened, that Mayor Thomas H. Chandler is hereby authorized to execute the attached Cooperative Endeavor Agreement attached hereto as Exhibit “A.”

The above and foregoing Ordinance was read in full at open and legal session convened, was on motion of _____, and seconded by _____, and adopted on the _____, day of _____, 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Jeffery Darby, President

Phyllis McGraw, City Clerk



**FIRST AMENDMENT to
COOPERATIVE ENDEAVOR AGREEMENT**

between

STATE OF LOUISIANA

and

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

and

BOSSIER PARISH POLICE JURY

and

CITY OF BOSSIER CITY

and

**CYBERSPACE INNOVATION CENTER, INCORPORATED d/b/a CYBER
INNOVATION CENTER**

and

**GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC., successor by merger to
CSRA LLC (f/k/a CSC GOVERNMENT SOLUTIONS LLC), successor by assignment to
COMPUTER SCIENCES CORPORATION**

Be It Known, that this First Amendment (“Amendment”) is dated and effective as of March 16, 2022 (the “Amendment Effective Date”), and amends the Cooperative Endeavor Agreement (“CEA”) effective as of January 27, 2014 (the “Effective Date”), and is made by the following Parties: STATE OF LOUISIANA (“State”), LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT (“LED”), BOSSIER PARISH POLICE JURY, CITY OF BOSSIER CITY, CYBERSPACE INNOVATION CENTER, INCORPORATED d/b/a CYBER INNOVATION CENTER (“CIC”), and GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC. (“GDIT” and “Company”), successor by merger to CSRA LLC (formerly known as CSC Government Solutions LLC), assignee of Computer Sciences Corporation (“Original Company”).

(The above are collectively referred to as “Parties” and singularly referred to as “Party”.)

WHEREAS, as recited above, the Parties entered into the CEA that provided for the terms and conditions under which the Company established and operates an integrated technology center at the CIC campus in the City of Bossier City, Parish of Bossier, State of Louisiana, creating and maintaining Jobs and Annual Payroll as defined and agreed to therein (collectively, the “Project”); and

WHEREAS, Section 12.10 of the CEA provides for the Parties to amend the CEA, which the Parties are doing herein in the manner hereinafter provided in order to adjust the definition of Jobs upon consideration of the change in workforce dynamics for the information technology industry, especially in consideration of the workforce changes that were required by employee and public health considerations, including compliance with State executive orders and health recommendations during, and in light of the continuing effects on the workforce of, the Covid-19 pandemic and in recognition of the longstanding cooperation of the Parties and benefits received by the Parties pursuant to the CEA; and

WHEREAS, nothing herein alters the Company commitment to Required Jobs and Required Payroll in Louisiana for which the Project has received a substantial State Investment; and

WHEREAS, the Louisiana Constitution of 1974, Article VII, Section 14(C), provides that for a public purpose the State and its political subdivisions may engage in cooperative endeavors with each other and with any public or private association, corporation or individual; and Article VI, Section 21(A) authorizes the State to assist local industry; and

WHEREAS, the economic benefit to the State resulting from this Project is projected to exceed the value of the obligations of the State undertaken herein, and this Amendment to the CEA has a public purpose and is in the public interest of the State and its citizens.

THEREFORE, THE PARTIES AGREE TO AMEND THE CEA AS FOLLOWS:

I. CONSTRUCTION OF CEA AND AMENDMENT

This Amendment is intended by the Parties to provide for the terms and conditions of performance of the CEA as of the Amendment Effective Date. All other Terms and Conditions of the CEA not addressed by this Amendment shall remain effective.

II. AMENDMENT TO SECTION 1.01 DEFINITIONS

Defined terms in the CEA shall remain the same unless otherwise provided herein.

The following definition of “Jobs” is hereby replaced in its entirety:

“Jobs” means permanent (without specified term), full-time (30 or more hours per week), new (not existing in the State prior to the Effective Date), direct positions of employment based at the Temporary Facility or the Facility and filled by Louisiana Employees of the Company or an Affiliate including those who, on or after May 12, 2022, were or are designated as Office or Hybrid employees pursuant to Company’s HR-POL-313, issued May 12, 2022, attached hereto as Exhibit “H”, paying at least \$14.50 per hour and offering a Basic Health Benefits Plan. Jobs shall not include jobs in existence as of the Effective Date and which were transferred from within the State by the Company or an Affiliate, or jobs acquired or transferred from other Louisiana-based employment as a result of the Company or an Affiliate acquiring a business operation or substantially all of its assets, or jobs performing contract services for the State of Louisiana or any of its agencies.

III. AMENDMENT TO SECTION 4.04(C)(3)

The following language replaces Section 4.04(C) (3) in its entirety:

If the Company exceeds Required Payroll the Company will receive a credit for the excess on a dollar-for-dollar basis up to and in no event to exceed a maximum accumulated credit of \$50,000,000, which may be applied as Annual Payroll toward Required Payroll for any Project Year in which a shortfall occurs, provided that the Company cannot use any excess Required Payroll credits for any Project Year in which there is a Cessation of Operations.

IV. AMENDMENT TO ARTICLE XII MISCELLANEOUS

The following provision is hereby added to Article XII MISCELLANEOUS:

Section 12.11 Electronic Signatures

In accordance with L.A. R.S. 9:2605B(1)&(2), the parties hereto each agree that this transaction, as well as any amendments hereto, may be conducted by electronic means; and electronic signatures of the parties to this Agreement and any amendment hereto shall be acceptable and satisfactory for all legal purposes; as authorized by the “Louisiana Uniform Electronic Transactions Act”, L.A. R.S. 9:2601 through 9:2621.

IN WITNESS WHEREOF, this First Amendment to the Cooperative Endeavor Agreement has been signed by the undersigned duly authorized representatives for each Party for the uses, purposes, benefits and consideration herein expressed on the date shown below, to be effective as of the effective date first stated above, after a due reading of the whole document.

LOUISIANA DEPARTMENT OF ECONOMIC DEVELOPMENT

By: *Don Pierson*
Don Pierson - Secretary

LED CONTRACT MONITOR

Arthur R Cooper
Arthur R Cooper (May 2, 2023 12:40 CDT)

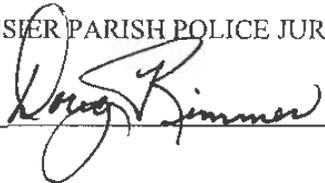
Arthur Cooper

05/02/2023

Date

IN WITNESS WHEREOF, this First Amendment to the Cooperative Endeavor Agreement has been signed by the undersigned duly authorized representatives for each Party for the uses, purposes, benefits and consideration herein expressed on the date shown below, to be effective as of the effective date first stated above, after a due reading of the whole document.

BOSSIER PARISH POLICE JURY

By: 

IN WITNESS WHEREOF, this First Amendment to the Cooperative Endeavor Agreement has been signed by the undersigned duly authorized representatives for each Party for the uses, purposes, benefits and consideration herein expressed on the date shown below, to be effective as of the effective date first stated above, after a due reading of the whole document.

CITY OF BOSSIER CITY

By: _____

IN WITNESS WHEREOF, this First Amendment to the Cooperative Endeavor Agreement has been signed by the undersigned duly authorized representatives for each Party for the uses, purposes, benefits and consideration herein expressed on the date shown below, to be effective as of the effective date first stated above, after a due reading of the whole document.

CYBERSPACE INNOVATION CENTER, INC. d/b/a CYBER INNOVATION CENTER

By: _____

IN WITNESS WHEREOF, this First Amendment to the Cooperative Endeavor Agreement has been signed by the undersigned duly authorized representatives for each Party for the uses, purposes, benefits and consideration herein expressed on the date shown below, to be effective as of the effective date first stated above, after a due reading of the whole document.

**GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC. successor by merger to
CSRA LLC (f/k/a CSC GOVERNMENT SOLUTIONS LLC), successor by assignment to
COMPUTER SCIENCES CORPORATION**

By: _____

WITNESS:

STATE OF LOUISIANA

(1) _____
Signature

By: _____
Jay Dardenne, Commissioner of
Administration

Printed Name

Date: _____

(2) _____
Signature

Printed Name

EXHIBIT "H"

PRINTED OR OFFLINE VERSIONS OF THIS DOCUMENT ARE FOR HISTORICAL USE ONLY. THE OFFICIAL AND CONTROLLED VERSION OF THIS DOCUMENT RESIDE ON THE GDIT POLICY & PROCESS SITE

1.0 PURPOSE

How we approach our work at GDIT matters to our employees, our customers, and our business. Whenever possible, GDIT will offer a hybrid work location model that incorporates both telework and on-site work and aligns with employee preferences, job function and customer and security requirements. This approach will be informed by our customers' decisions and may not be feasible for employees whose roles require them to report to a customer or GDIT site.

This policy and its associated guidelines describe the framework for employees who regularly work some or all the workweek from a location other than a GDIT or customer site.

2.0 ORGANIZATIONAL UNITS AFFECTED

This policy applies to all GDIT employees, divisions, functional areas, and managed affiliates (collectively referred to as "GDIT"). In the event of any conflict between the provisions of this policy and a collective bargaining agreement, the applicable collective bargaining agreement governs. GDIT may modify this policy as required to comply with applicable state or country law. This policy does not modify or preempt the company's adherence to its employment-at-will policy.

3.0 ROLES AND RESPONSIBILITIES / AUTHORITIES

Role	Responsibility/Authority
Vice President of Human Resources	<ul style="list-style-type: none">• Has ultimate interpretation and application authority.• Approves, or authorizes designee to approve, any deviation from the stated policy.• Has sole authority to approve remote or telework from a location outside the United States on behalf of GDIT or its managed affiliates and will coordinate with and obtain required approvals from General Dynamics Corporation.
Executives	<ul style="list-style-type: none">• Communicate policy requirements and monitor for general adherence.

Role	Responsibility/Authority
Managers	<ul style="list-style-type: none"> • Review policy, including requirements and considerations for flexible work location arrangements. • Engage with employees to determine the appropriate alignment to business and employee considerations. • Monitor for compliance with policy. • Initiate employee HOME (REMOTE) location changes in the BPM as appropriate.
Human Resources	<ul style="list-style-type: none"> • Consult with and advise Managers. • Initiate employee HOME (REMOTE) location changes in the Human Capital Management System (HCMS) as appropriate.
Employees	<ul style="list-style-type: none"> • Review, understand, and comply with this policy, • Obtain prior agreement from the GDIT manager for any flexible work location arrangement in accordance with this policy. • Cooperate in capturing the terms of the arrangement using the process as directed by their manager and the Guidelines associated with this Policy.

4.0 POLICY GUIDELINES

4.1 Work Location Models

Employees will generally work within one of three work location models. This policy does not address the occasional or irregular shift in the employee's normal work arrangement. Three primary ways of working are contemplated:

Ways of Working	Description
Hybrid	Employee works from a GDIT or customer site at least 2 days per month and works remotely (typically from home) for the remaining time.
Office	Customer or role requires, or employee prefers in-office or on-site work most of the time. Employee spends less than 2 days per month working remotely (from home).
Remote	Role is performed remotely, typically from home, and not at a GDIT facility or customer site. Employee spends less than 2 days per month working other than remotely.

4.2 General Principles

Employees are expected to exhibit the highest levels of professionalism and productivity and have access to the same or similar opportunities without regard to work location. GDIT policies govern the work experience without regard to work location.

4.3 Limitation on Remote Work OCONUS

Employees are not permitted to work remotely from a location outside the United States except under extremely limited circumstances required by customer or business need. No employee may work remotely outside the United States without the written permission of both the GDIT VP Human Resources and the General Dynamics Corporation Tax Department.

5.0 REFERENCES

- FIN-POL-1, Time Recording
- FIN-POL-8, Business Travel and Meetings
- SEC-SPP-1, Security Department Standard Practices and Procedures (SPP) Manual
- IT-POL-50, Cyber Security
 - IT-STD-50-1, User Access Agreement and Standard
- IT-HB-50-1A, GDIT Employee/Non-employee Cyber Security Handbook
- HR-POL-214, Worker's Compensation
- HR-POL-309, Privacy and Security of Personal Information
- HR-POL-315, Workplace Accommodations
- IT-POL-4-GDIT IT User Enterprise IT Services Asset Policy
- IT-STD-4-1 IT User Enterprise IT Asset Eligibility Standard

6.0 ACRONYMS/TERMS AND DEFINITIONS - N/A

7.0 DOCUMENT APPROVAL / CHANGE HISTORY RECORD

Issue Date	Approvals		Change Description
5/12/2022	Margo Carsten Process Owner	Tammy Kness VP, Human Resources	Defining way of working
12/20/19	Ann Mac Cox Process Owner	Tammy Kness VP, Human Resources	Updated to reflect integrated policy and process

Issue Date	Approvals		Change Description
5/4/15	Ann Mac Cox Process Owner	David Breen VP, Human Resources	Modification to section 5.2.2.
7/2/14	Ann Mac Cox Process Owner	David Breen VP, Human Resources	Updated sections 5.2 and 5.3



City of Bossier City
ITEM FACT SHEET
Regular Council

Meeting Date: Regular Council - Jun 06 2023
Department: Finance
Prepared by: Ashley Ross, Accountant I
Sponsor: Angela Williamson, Finance Director
Submitted: April 11, 2023

NOTED: RECOMMENDED BY:

A handwritten signature in blue ink, appearing to read "Thomas Chandler".

Thomas Chandler, Mayor

TITLE:

An ordinance levying Ad Valorem taxes on all property subject to taxation by the City of Bossier City, Louisiana, for the year 2023, and providing the manner of Assessment and collection thereof

EXPLANATION OF PROPOSAL:

Levy Ad Valorem Taxes for 2023

COST/BUDGET DATA:

N/A

COUNCIL DATE REQUESTED:

Regular Council - Jun 06 2023

ATTACHMENTS:

[Ordinance - Ad Valorem Taxes 2023](#)

Reviewed By:

Angela Williamson, Finance Director
Charles Jacobs, CA
Thomas Chandler, Mayor
Phyllis McGraw, City Clerk

Approved - Jun 01 2023
Approved - Jun 01 2023
Approved - Jun 01 2023
Approved - Jun 01 2023

The following Ordinance offered and adopted:

Ordinance No. _____ Of 2023

AN ORDINANCE LEVYING AD VALOREM TAXES ON ALL PROPERTY SUBJECT TO TAXATION BY THE CITY OF BOSSIER CITY, LOUISIANA, FOR THE YEAR 2023, AND PROVIDING THE MANNER OF ASSESSMENT AND COLLECTION THEREOF

BE IT ORDAINED by the City Council of the City of Bossier City, Louisiana, in regular session convened that the following millages are hereby levied on the 2023 tax roll on all property subject to taxation by the City of Bossier City, Louisiana:

MILLAGE

Mill Key #5078001 General Alimony (Bossier City)	5.57 Mills
Mill Key #5078002 Fire & Police Departments	8.32 Mills
Mill Key #5078004 Fire & Police Salaries	5.98 Mills
Mill Key #5078005 Fire and Police Departments	2.71 Mills

BE IT FURTHER ORDAINED, that the proper administrative officials be and they are hereby empowered, authorized, and directed to spread said taxes, as hereinabove set forth, upon the assessment roll for the year 2023, and to make the collection of the taxes imposed for and on behalf of the taxing authority, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and collection thereof shall be enforceable in the manner provided by law.

BE IT FURTHER ORDAINED, that all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

The above and foregoing Ordinance was read in full at open and legal session convened, was on motion of _____, and seconded by _____, and adopted on the _____, day of _____, 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Jeffery Darby, President

Phyllis McGraw, City Clerk



City of Bossier City
ITEM FACT SHEET
Regular Council

Meeting Date: Regular Council - Jun 06 2023
Department: Public Utilities & Engineering
Prepared by: Clinton Patrick, Assistant City Engineer
Sponsor: Clinton Patrick, Assistant City Engineer
Submitted: May 31, 2023

NOTED: RECOMMENDED BY:


Thomas Chandler, Mayor

TITLE:

A Resolution to Contract with Beast Engineering to Provide Design Services for the 2023 Citywide Street Improvements Project

EXPLANATION OF PROPOSAL:

Resolution to authorize the City to contract with Beast Engineering to provide design services for the 2023 Citywide Street Improvement Project.

COST/BUDGET DATA:

Utilize funds appropriated in Ordinance 135 of 2022 for a sum of \$197,550.00

COUNCIL DATE REQUESTED:

Regular Council - Jun 06 2023

ATTACHMENTS:

[Beast Engineering Design Resolution](#)
[2023 Design & Construction Porposal](#)

Reviewed By:

Clinton Patrick, Assistant City Engineer
Angela Williamson, Finance Director
Charles Jacobs, CA
Thomas Chandler, Mayor
Phyllis McGraw, City Clerk

Approved - May 31 2023
Approved - May 31 2023
Approved - May 31 2023
Approved - Jun 01 2023
Approved - Jun 01 2023

The following Resolution offered and adopted:

RESOLUTION NO. _____ OF 2023

A RESOLUTION TO CONTRACT WITH BEAST ENGINEERING TO PROVIDE DESIGN SERVICES FOR THE 2023 CITYWIDE STREET IMPROVEMENTS PROJECT.

WHEREAS; Ordinance 135 of 2022 appropriated \$1,500,000 for the 2023 Citywide Street Improvements; and

WHEREAS; Beast Engineering has provided a proposal for providing design services for the project.

NOW, THEREFORE, BE IT RESOLVED, in regular session convened that the City Council of Bossier City, Louisiana, authorizes to enter into an agreement with Beast Engineering for the purposes of providing design services for the 2023 Citywide Street Improvements Project.

BE IT FURTHER RESOLVED, that the Mayor is authorized to sign any and all documents in connection with the furtherance of this Resolution.

The above and foregoing Ordinance was read in full at open and legal session convened, was on motion of _____, and seconded by _____, and adopted on the 2nd, day of May, 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Jeffery Darby, President

Phyllis McGraw, City Clerk



BEAST ENGINEERING LLC

2207 CALIFORNIA DRIVE, SUITE 1-B
BOSSIER CITY, LA 71111-3573
PHONE (318) 518-8273 ~ FAX (318) 746-2878

April 26, 2023

Estimated Cost proposal for Design, Construction Engineering and Inspection Services

City of Bossier Citywide Street Improvement Program

Design Services, Construction Engineering and Inspection Services

ESTIMATED – Contract Cost \$1.5 Million estimated
\$1,500,000.00 x 5.75% (ASCE Curve B) = **\$86,250.00**

Construction Contract Time – 120 Calendar Days
Estimate 140 actual construction days @ 10Hrs/day

Project Supervision/Field Engineer- -----	80 Hr. @ \$135.00/HR. = \$10,800.00
Senior Technician----- (60 Hr./Week) -----	1400 Hr. @ 67.00/Hr. = \$93,800.00
Administrative-----	80 Hr. @ \$65.00/Hr. = \$5,200.00
Clerical-----	30 Hr. @ \$50.00/Hr. = \$1,500.00

This cost proposal is based on the attached cost sheet for hourly wages for employees and an estimate of time to complete the project Actual cost will be invoiced on actual hours worked.

Construction Total **\$111,300.00**

TOTAL: \$197,550.00

Sincerely,


S. Bruce Easterly



City of Bossier City
ITEM FACT SHEET
 Regular Council

Meeting Date: Regular Council - Jun 06 2023
Department: Public Utilities & Engineering
Prepared by: Clinton Patrick, Assistant City Engineer
Sponsor: Thomas Chandler, Mayor
Submitted: May 31, 2023

NOTED: **RECOMMENDED BY:**


 Thomas Chandler, Mayor

TITLE:

A Resolution to Contract with Manchac Consulting Group to provide design services for the rehabilitation of Airline Drive near Wemple Road.

EXPLANATION OF PROPOSAL:

Utilize funds appropriated in Ordinance 145 of 2022 to begin the design process of performing rehabilitation work on Airline Drive near Wemple Road.

COST/BUDGET DATA:

Utilize funds appropriated in Ordinance 145 of 2022 for a total of \$141,200.

COUNCIL DATE REQUESTED:

Regular Council - Jun 06 2023

ATTACHMENTS:

- [Airline Drive Rehab - Manchac Design Resolution](#)
- [Bossier City Agreement for Roadway Design](#)
- [Exhibits to Agreement between Manchac Consulting Group and Bossier City for Roadway Design](#)

Reviewed By:

Thomas Chandler, Mayor	Approved - Jun 01 2023
Angela Williamson, Finance Director	Approved - Jun 01 2023
Charles Jacobs, CA	Approved - Jun 01 2023
Thomas Chandler, Mayor	Approved - Jun 01 2023
Phyllis McGraw, City Clerk	Approved - Jun 01 2023

The following Resolution offered and adopted:

RESOLUTION NO. _____ OF 2023

A RESOLUTION TO CONTRACT WITH MANCHAC CONSULTING GROUP TO PROVIDE DESIGN SERVICES FOR THE REHABILITATION OF AIRLINE DRIVE NEAR WEMPLE ROAD.

WHEREAS; Ordinance 145 of 2022 appropriated \$1,500,000 for the rehabilitation of Airline Drive near Wemple Road; and

WHEREAS; Manchac Consulting Group has provided a proposal for providing design services for the project.

NOW, THEREFORE, BE IT RESOLVED, in regular session convened that the City Council of Bossier City, Louisiana, authorizes to enter into an agreement with Manchac Consulting Group for the purposes of providing design services for the Airline Drive Rehabilitation Project.

BE IT FURTHER RESOLVED, that the Mayor is authorized to sign any and all documents in connection with the furtherance of this Resolution.

The above and foregoing Ordinance was read in full at open and legal session convened, was on motion of _____, and seconded by _____, and adopted on the 6th, day of June, 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Jeffery Darby, President

Phyllis McGraw, City Clerk

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Bossier City, Louisiana** (Owner) and **Manchac Consulting Group, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Engineering Services for Roadway Design, Permitting, Bidding, General Services During Construction and Resident Project Inspection** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **Roadway Engineering Services**.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 1. operational objectives and constraints
 2. design objectives and constraints;
 3. space, capacity, and performance requirements;
 4. flexibility and expandability needs;
 5. design and construction standards;
 6. budgetary limitations; and
 7. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Surveys, topographic mapping, and utility documentation.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
 - E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
 - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
 1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.

2.03 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
 2. the presence at the Site of any Constituent of Concern; or
 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
 3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.

2.04 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A for the specific task, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are

delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable upon receipt.

4.02 Payments

- A. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

Failure to Pay: If Owner fails to make any undisputed payment due Engineer then Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. **Engineer's Subcontractors and Subconsultants:** Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. **Compliance with Laws and Regulations, and Policies and Procedures**
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. **General Conditions of Construction Contract:** The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise

- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
 - H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
 - I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
 - J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
 - K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
 - L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
 - M. Engineer's services do not include providing legal advice or representation.
 - N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
 - O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.
- 6.02 Ownership and Use of Documents
- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.

1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, speaking to members of the news media, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format. Hard copies can be made available upon request of the Owner.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 - 3. afford coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 - 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- D. Engineer shall deliver to the Owner certificates of insurance and Owner shall deliver to Engineer evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- E. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting

from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- G. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- H. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

- 1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
- 2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

- 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.
- C. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- D. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
- 6.06 Successors, Assigns, and Beneficiaries
- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise in this Agreement:

1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Owner and Engineer shall resolve all disputes in the following manner:
 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking their rights under law.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the State of Louisiana.
- B. Venue for any exercise of rights at law will be in the 26th Judicial District Court.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
 - 1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 - 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

- B. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
 - 1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 - 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
 - C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
 - D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
 - E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.
- 6.11 Records Retention
- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.
- 6.12 Miscellaneous Provisions
- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
 - B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
 6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
 7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables

may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. Engineer—The individual or entity named as such in this Agreement.
23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing,

commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices,

Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
 39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
 40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
 41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
 42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
 43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. Terminology
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer's Services.
- B. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- C. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- D. Exhibit G, Insurance.
- E. Exhibit I, Limitations of Liability.
- F. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is _____.

Owner:
City of Bossier City
(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Thomas H. Chandler
(typed or printed)

Title: Mayor
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

City of Bossier City

620 Benton Road

Bossier City, LA 71111

Designated Representative:

Name: Amanda Nottingham
(typed or printed)

Title: Chief Administrative Officer
(typed or printed)

Address:

620 Benton Road

Bossier City, LA 71111

Phone: (318) 741-8501

Email: nottinghama@bossiercity.org

Engineer:
Manchac Consulting Group, Inc
(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Justin S. Haydel, P.E.
(typed or printed)

Title: Chief Executive Officer
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Manchac Consulting Group, Inc

10542 South Glenstone Place

Baton Rouge, LA 70810

Designated Representative:

Name: Benjamin Rauschenbach, P.E.
(typed or printed)

Title: Senior Project Manager
(typed or printed)

Address:

Manchac Consulting Group, Inc.

700 Ogilvie Street

Bossier City, LA 71111

Phone: (318) 458-4188

Email: brauschenbach@manchacgroup.com

EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

EXHIBIT A—ENGINEER’S SERVICES
EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT
EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE
EXHIBIT G—INSURANCE
EXHIBIT H—DISPUTE RESOLUTION
EXHIBIT I—LIMITATIONS OF LIABILITY
EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES:

Exhibit A—Engineer’s Services

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright © 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 1 of 23

Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

1.01 Engineer shall provide Basic and Additional Services as set forth below.

- A. All phases of Engineer's services will include management of Engineer's Project-specific responsibilities, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
 - 1. Project consists of repairing approximately 3,800 feet of Airline Drive north of Wemple Road and South to the Harvest Fellowship of Bossier City where the asphalt section terminates.
 - 2. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
 - 3. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services or resulting construction.
 - a. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems, and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.

1.02 Study and Report Phase (N/A to Airline Drive Project)

- A. Engineer shall:
 - 1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - 2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
 - 3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
 - 4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

Exhibit A—Engineer's Services

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright © 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 2 of 23

5. Assess initially available Project information and data.
6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Project provided to the Engineer or being concurrently prepared for Owner by others.
9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Project design, or in preparation for Contractor selection and construction.
10. Assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.
11. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.
12. Utilities, including Underground Facilities
 - a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.
 - b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Project construction and additional utility facilities or extensions that will be needed to serve the Project.
 - c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.

Exhibit A—Engineer's Services

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright © 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 3 of 23

- d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Project (including any additional utility facilities or extensions needed to serve the Project) on existing utilities.
 - e. Use ASCE 38, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data” as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.
 - 1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.
13. Inquire regarding survey methodologies and technologies that would aid in addressing Owner’s Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.
14. Prepare a report (the “Report”) which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer’s recommended solution(s).
- a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Report and receive Owner’s comments.
- B. Engineer’s services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.
- 1.03 Preliminary Design Phase
- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer’s services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer’s scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer’s services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific

Exhibit A—Engineer’s Services

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
 Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

- B. Upon authorization from Owner, Engineer shall:
1. Review and assess all available Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
 2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.
 3. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Project and as necessary to establish the basis of design for proceeding to final design and construction:
 - a. The Project concept, intent, performance criteria, desired outcomes, Owner's standards, and Owner directed improvements and facility elements as established in the Study and Report Phase.
 - b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Project Goals.
 - c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Project.
 - d. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
 - e. Revised opinions of probable Construction Cost.
 - f. The effect of permits and authorizations by other entities and utility coordination needs on the Project.
 - g. Other matters and information pertinent to addressing the Project Goals.
 4. Visit the Site as needed to prepare the Preliminary Design Phase Report.
 5. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.
 6. Above-Ground Utilities
 - a. Review above-ground utilities information obtained from Owner and from observations at the Site.

- b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer’s design purposes or otherwise.
 - c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.
7. Underground Facilities
- a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure (“Underground Facilities Procedure”) for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data,” as a basis for establishing such Underground Facilities Procedure.
 - b. Such Underground Facilities Procedure must take into account the Site and the nature of the Project.
 - c. Use the Underground Facilities Procedure to aid in the performance of design services:
 - 1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.
 - 2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
 - 3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.
8. Mitigation of Utilities Conflicts
- a. Identify potential conflicts between the Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.
 - b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.
 - c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner’s authority and

standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.

- 1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

9. Surveys, Topographic Mapping, and Utility Documentation

- a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.
 - b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.
10. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.
11. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.
- a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.
 - b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
12. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate, or combined submittals in whole or summary, and Engineer's findings and recommendations for advancing the Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting,

Exhibit A—Engineer's Services

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 7 of 23

utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.

- a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.
- C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

1.04 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Project, or changes, or refinements.
 1. If more than one prime contract is awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
- B. Upon authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report and other Preliminary Design Phase deliverables.
- C. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:
 1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.
 2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Project.
- D. Engineer shall perform or furnish the following other Final Design Phase services:
 1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

Exhibit A—Engineer's Services

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright © 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 8 of 23

2. Assist with or prepare applications for permits and approvals, as follows:
 - a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.
 - b. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.
 - c. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
 - d. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.
 - e. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Project and receive the agency's comments on the application.
 - f. Engineer does not guarantee issuance of any required permit or approval.
 - g. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.
3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.
4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website.
5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.
7. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications;

Exhibit A—Engineer's Services

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright © 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 9 of 23

assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables.

1.05 Bidding/Proposal Phase

- A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.
 2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
 3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.
 4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.
 5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.
 6. Consult with Owner as to the qualifications of prospective contractors.
 7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.06 Construction Phase

- A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts,

Exhibit A—Engineer's Services

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright © 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 10 of 23

and other construction requirements of the Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Project.

1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.
 2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.
- B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:
1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.
 - a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.
 - b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any

Exhibit A—Engineer's Services

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright © 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.
Page 11 of 23

related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.

- c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.
4. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.
5. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
6. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.
 - a. Schedules will be acceptable to Engineer as to form and substance:
 - 1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.
 - 3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

Exhibit A—Engineer's Services

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright © 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 12 of 23

8. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.
10. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

Exhibit A—Engineer's Services

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright © 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 13 of 23

11. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.
 - a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
 - b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
12. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
13. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
14. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
15. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
16. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

Exhibit A—Engineer's Services

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright © 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

17. Change Proposals and Claims
 - a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
 - b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
18. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.
19. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.
20. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.
21. Inspections and Tests
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
 - c. Issue written requests to Contractor that specific portions of the Work remain uncovered.

- d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
22. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
23. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds,

certificates, or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

24. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 25. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:
 - a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;
 - b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
 - c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and
 26. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

Exhibit A—Engineer's Services

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright © 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 17 of 23

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
 - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.

Exhibit A—Engineer's Services

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright © 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 18 of 23

6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
 1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

Exhibit A—Engineer's Services

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
 Copyright © 2020 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
12. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.

- b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor and administering Owner's contract for such services.
- 13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
- 14. Preparing for, coordinating with, participating in, and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
- 15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
- 16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- 17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
- 18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.
- 19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
- 20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- 21. Preparing Record Drawings and furnishing such Record Drawings to Owner.

Exhibit A—Engineer's Services

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright © 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 21 of 23

22. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien, or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

Exhibit A—Engineer's Services

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright © 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 22 of 23

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **[Name of Owner]**

Engineer: **[Name of Engineer]**

Project: **[Name of Project]**

Effective Date of Owner-Engineer Agreement: **[Effective Date of Agreement]**

Nature of Amendment: (Check those that apply)

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:

Original agreement amount: \$

Net change for prior amendments: \$

This amendment amount: \$

Adjusted Agreement amount: \$

Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner

Engineer

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES (N/A TO AIRLINE DRIVE PROJECT)

Article 1 of the Agreement, Services of Engineer, and Exhibit A, Engineer's Services, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. The RPR will provide full-time representation or as agreed to between Owner and Engineer.
- C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

1.02 Duties and Responsibilities of RPR

- A. The duties and responsibilities of the RPR are as follows:
 - 1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. Liaison
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's On-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. Shop Drawings, Samples, and other Submittals
 - a. Receive Samples that are furnished at the Site by Contractor.
 - b. Receive Contractor-approved Shop Drawings.
 - c. Receive other Submittals from Contractor.
 - d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.
 - e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.
 - f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor or has not been approved by Contractor or Engineer.
8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. Review of Work; Defective Work
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents

and provide recommendations as to whether such Work should be corrected, removed, and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents but is nonetheless not compatible with the design concept of the completed Project as a functioning whole and provide recommendations to Engineer for addressing such Work.
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
 - d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - e. Maintain records for use in preparing Project documentation.
 - f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.
12. Reports
- a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. Completion
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

1.03 Limitations of Authority

- A. Resident Project Representative shall not:
 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of the Work, by Contractor or any other Constructor.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Owner to occupy the Project in whole or in part.

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$100,000.00
Each employee	\$100,000.00
Policy limit	\$500,000.00
Commercial General Liability	
General Aggregate	\$2,000,000.00
Personal and Advertising Injury	\$1,000,000.00
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000.00
Automobile Liability	
Each Accident	\$1,000,000.00
Excess or Umbrella Liability	
Each Occurrence	\$1,000,000.00
General Aggregate	\$1,000,000.00
Professional Liability	
Each Claim	\$1,000,000.00
Annual Aggregate	\$1,000,000.00

1.02 Additional Insureds

- A. The following persons or entities are to be listed on Owner's general liability and property policies of insurance as additional insured:
1. Manchac Consulting Group, Inc.
- B. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.

Exhibit G—Insurance

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 1 of 1

EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include this Exhibit I.

1.01 Mutual Indemnification

- A. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

1.02 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors, will not exceed the total compensation received by Engineer under this Agreement.

Exhibit I—Limitation of Liability.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright © 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 1 of 1

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION

ARTICLE 1—COMPENSATION FOR BASIC SERVICES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. A Lump Sum amount of \$141,200 based on the following estimated distribution of compensation:

Basic Services

a. Preliminary Design Phase	\$21,000
b. Final Design Phase	\$21,000
c. Bidding and Negotiating Phase	\$3,500
d. Construction Phase	\$21,000
e. Post-Construction Phase	\$3,500

Additional Services

f. Geotechnical	\$3,000
g. Surveying	\$8,000
h. Neel-Schaffer Signal Study	\$20,000
i. Resident Inspection ¹	\$40,200

Notes

1. Resident inspection is based on \$67.00/hour over a fifteen (15) week construction period.
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.

Appendix 2: Standard Hourly Rates Schedule.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.

Copyright © 2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Page 1 of 1



City of Bossier City
ITEM FACT SHEET
Regular Council

Meeting Date: Regular Council - Jun 06 2023
Department: Parks
Prepared by: Melinda Coleman, Office Manager Parks
Sponsor: Clay Bohanan, Parks Director
Submitted: June 1, 2023

NOTED: RECOMMENDED BY:

A handwritten signature in blue ink, appearing to read "Thomas Chandler", written over a horizontal line.

Thomas Chandler, Mayor

TITLE:

A resolution authorizing the hiring or promotion of a Foreman I and backfilling any position this may create for Parks & Recreation.

EXPLANATION OF PROPOSAL:

Position is vacant due to resignation

COUNCIL DATE REQUESTED:

Regular Council - Jun 06 2023

ATTACHMENTS:

[RESOLUTION 2023 #6 \(\)](#)

Reviewed By:

Clay Bohanan, Parks Director	Approved - Jun 01 2023
Angela Williamson, Finance Director	Approved - Jun 01 2023
Charles Jacobs, CA	Approved - Jun 02 2023
Thomas Chandler, Mayor	Approved - Jun 02 2023
Phyllis McGraw, City Clerk	Approved - Jun 02 2023

The following Resolution offered and adopted:

RESOLUTION ____ Of 2023

A RESOLUTION AUTHORIZING THE HIRING OR PROMOTION OF A FOREMAN I AND BACKFILLING ANY POSITION THIS MAY CREATE FOR THE PARKS & RECREATION DEPARTMENT

WHEREAS, Ordinance No. 76 of 2019 implemented a requirement assuring that the City department budgets not be exceeded by any hiring of any personnel; and

WHEREAS, the position of a Foreman I is vacant due to promotion, retirement, resignation or termination; and

WHEREAS, the administration and the department assures that all current budgets have been verified and that no authorized salary has been exceeded; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Bossier City, Louisiana, in regular session convened, that the administration is authorized to proceed with hiring procedures for the fulfillment of this position.

The above and foregoing Resolution was read in full at open and legal session convened, was on motion of _____, and seconded by _____, and adopted on the _____, day of _____, 2023 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Jeffrey D. Darby, President

Phyllis McGraw, City Clerk



City of Bossier City
ITEM FACT SHEET
Regular Council

Meeting Date: Regular Council - Jun 06 2023
Department: Purchasing
Prepared by: Denna Beauchemin, Purchasing Agent
Sponsor: Angela Williamson, Finance Director
Submitted: May 15, 2023

NOTED: RECOMMENDED BY:

A handwritten signature in blue ink, appearing to read "Thomas Chandler", written over a horizontal line.

Thomas Chandler, Mayor

TITLE:

In Accordance with Louisiana Revised Statute 43:141; select Bossier Press Tribune as the City of Bossier City's Official Journal for a one year period effective July 1, 2023 to June 30, 2024.

COUNCIL DATE REQUESTED:

Regular Council - Jun 06 2023

Reviewed By:

Denna Beauchemin, Purchasing Agent
Angela Williamson, Finance Director
Charles Jacobs, CA
Thomas Chandler, Mayor
Phyllis McGraw, City Clerk

Approved - May 19 2023
Approved - May 19 2023
Approved - May 23 2023
Approved - May 31 2023
Approved - Jun 01 2023



City of Bossier City
ITEM FACT SHEET
Regular Council

INTRO: Jun 06 2023

Meeting Date: Regular Council - Jun 06 2023
Department: Public Affairs
Prepared by: Barbara Nichols, Secretary
Sponsor: Thomas Chandler, Mayor

NOTED: RECOMMENDED BY:


Thomas Chandler, Mayor

TITLE:

Jointly with the Police Jury, we would like to appoint Jeff Thigpen as a representative for the MPC Board to replace Mark Montgomery. Appointment effective upon approval. The term will expire on 1 April 2024.

EXPLANATION OF PROPOSAL:

Resume is attached.

COST/BUDGET DATA:

\$0

COUNCIL DATE REQUESTED:

Regular Council - Jun 06 2023

ATTACHMENTS:

[J Thigpen Resume](#)
[J Thigpen BPPJ Letter to Mayor](#)

Reviewed By:

Thomas Chandler, Mayor
Angela Williamson, Finance Director
Charles Jacobs, CA
Thomas Chandler, Mayor
Phyllis McGraw, City Clerk

Approved - Jun 01 2023
Approved - Jun 01 2023

Experience:**Alternative Energy Resource Manager****Southwestern Electric Power Company****11-30-2019 to present****Shreveport, LA**

Primary responsibilities include promoting the advancement and adoption of electrification technologies in SWEPCO territory in Arkansas, Louisiana and Texas, in particular electric vehicles, and the supporting charging infrastructure. Assist in the design and implementation of EV charging tariffs for SWEPCO Arkansas, Louisiana and Texas customers. Work with customers on charger locations and deployment issues. Work closely with Arkansas, Louisiana, and Texas department of transportation personnel, becoming a source of information and support for SWEPCO customers through the implementation of federal IJA funding program.

Ongoing management, review, and approval of all Distributed Generation (DG) interconnection applications for all SWEPCO Arkansas, Louisiana and Texas customers. Work closely with Regulatory on interconnection issues and filings. Maintain a good understanding of regulatory issues and policy associated with interconnections in each of the three SWEPCO jurisdictions.

Energy Efficiency (EE) Consumer Programs Coordinator**Southwestern Electric Power Company****4-1-2010 to 11-30-2019****Shreveport, LA**

Manage both commercial and residential energy efficiency/demand side management, customer programs in SWEPCO Louisiana and SWEPCO Texas territories. Maintain relationships with contractors and receive/approve and process associated incentive payments. Program budgets are in excess of \$1,500,000. Assist in preparation of annual state utility commission filings.

Planning & Financial Analyst -**Business Process Improvement (AEP)****6-1-2004 to 3-30-2010****Shreveport, LA**

Lead process improvement initiatives and projects throughout the AEP system. Perform in-depth research and analysis on complex issues, searching for the most beneficial and cost-effective solutions for the customer, the operating company, and the entire AEP system. Lead teams and make recommendations, based on sound research and data, to senior management at the operating company as well as the corporate level. Monitor Sarbanes Oxley MACSS reports concerning sensitive transactions.

Business Analyst**Business Systems Support (AEP)****8-14-2000 to 5-31-2004****Shreveport, LA**

Provide support for internal Customer Information Systems from a business perspective. Find resolution to system problems, recommending system enhancements/changes to meet customer needs. Responsible for inter-company and inter-departmental coordination of all CIS training issues.

Area Business Manager (AEP-WTU)**10-16-1996 to 8-13-2000****Childress, TX**

Management of seven local offices and ten employees in an eight-county area in northwest Texas. Ultimately responsible for maintaining positive corporate image in twenty-seven revenue towns. Responsible for development and maintenance of relationships with Federal, State, and local elected officials, mayors, city councils, city managers, local economic development personnel, chamber of commerce representatives, media representatives and customers. Assist communities with economic development activities.

Marketing Consultant (CSW-WTU)**7-1-1993 to 10-15-1996****Childress, TX**

Responsible for the implementation and administration of Demand Side Management customer marketing programs, keeping employees informed of program details and educating customers on the benefits of end-use electric technologies.

Merchandise Representative (CSW-WTU)**1-15-1993 to 6-31-1993****San Angelo, TX**

Responsible for in-office merchandise sales operations in six area offices.

Education:**Baylor University Bachelors, Marketing****1981 to 1985****Waco, TX****Aspermont High School****1977 to 1981****Aspermont, TX**

Other Activities: 2005 Completed Six Sigma training, 2000 Graduate of the Economic Development Institute of the University of Oklahoma; 2009-present Deacon, South Bossier Baptist Church. Sunday School Teacher, SBBC

Personal: Date of Birth 8-27-1963, married to Lanoy Thigpen. She works as a Para in the special needs department at Parkway High School. Two sons. Connor is active duty in the US Navy, and Collin is in graduate school and the US Marine Corps Reserves.



BOSSIER PARISH POLICE JURY

P.O. BOX 70
BENTON, LOUISIANA 71006
PH. 318-965-2329 FAX 318-965-3703
www.bossierparishla.gov

May 22, 2023

DOUG RIMMER, SR.
PRESIDENT

PHILIP RODGERS
VICE PRESIDENT

DISTRICT 1
BOB BROTHERTON
662 FAIRVIEW POINT ROAD
ELM GROVE, LA 71051
RES. 987-3337

DISTRICT 2
GLENN BENTON
314 MURRAY LANE
HAUGHTON, LA 71037
RES. 949-0851

DISTRICT 3
PHILIP RODGERS
175 DOWNS DRIVE
BENTON, LA 71006
RES. 990-2145

DISTRICT 4
JOHN ED JORDEN
16285 HIGHWAY 157
BENTON, LA 71006
RES. 326-5508

DISTRICT 5
JULIANNA PARKS
18 STONEHAVEN DRIVE
BOSSIER CITY, LA 71111
RES. 469-5807

DISTRICT 6
CHRIS MARSIGLIA
198 TORI DRIVE
BOSSIER CITY, LA 71111
RES. 469-2123

DISTRICT 7
JIMMY COCHRAN
2420 DOUGLAS DRIVE
BOSSIER CITY, LA 71111
RES. 742-8174

DISTRICT 8
DOUG RIMMER, SR.
2412 CHURCHILL DRIVE
BOSSIER CITY, LA 71111
CELL 773-3359

DISTRICT 9
CHARLES GRAY
3018 NORMAN PLACE
BOSSIER CITY, LA 71112
RES. 752-2976

DISTRICT 10
JEROME L. DARBY
3324 KINGSFORD PLACE
BOSSIER CITY, LA 71112
RES. 747-3489

DISTRICT 11
THOMAS D. SALZER
1203 EVANGELINE CIRCLE
BOSSIER CITY, LA 71112
RES. 658-9080

DISTRICT 12
PAUL "MAC" PLUMMER
123 OAKLAWN DRIVE
BOSSIER CITY, LA 71112
RES. 742-7489

Mayor Tommy Chandler
City of Bossier City
P.O. Box 5337
Bossier City, LA 71171-5337

Dear Mayor Chandler:

At its regular meeting on May 18, 2023, the Bossier Parish Police Jury voted to nominate Mr. Jeff Thigpen for appointment to the Bossier City-Parish MPC Zoning Board, filling the seat previously held by Mr. Mark Montgomery, with a term to expire on April 1, 2024. As you are aware, this is a joint city/parish appointment and we respectfully ask for your consideration and concurrence.

If additional information is necessary, please do not hesitate to contact our office.

Sincerely,

Rachel D. Hauser, Secretary
Bossier Parish Police Jury

RDH/mcr

Cc: Ms. Carlotta Askew-Brown
Bossier City Council

JOE E. "BUTCH" FORD, JR., P.E. ADMINISTRATOR	C. ERIC HUDSON, P.E., P.L.S. PARISH ENGINEER	PATRICK R. JACKSON PARISH ATTORNEY	RACHEL D. HAUSER SECRETARY	STACIE FERNANDEZ TREASURER
---	---	---------------------------------------	-------------------------------	-------------------------------