



# AGENDA

## Regular Council Meeting

3:00 PM - Tuesday, February 3, 2026

City Court Room, Bossier City Hall  
620 Benton Road, Bossier City, Louisiana

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Page

### I. CALL TO ORDER

### II. INVOCATION BY COUNCIL MEMBER JOEL GIROUARD

### III. PLEDGE OF ALLEGIANCE BY COUNCIL MEMBER DEBRA W. ROSS

### IV. ROLL CALL

### V. ANNOUNCEMENT

### VI. CEREMONIAL MATTERS/RECOGNITION OF GUESTS

### VII. APPROVE AGENDA

### VIII. APPROVE MINUTES

- 4 - 14
1. Approve Minutes of January 20, 2026 Regular Council meeting and dispense with the reading.  
[January 20 of 2026 Minutes](#)

### IX. BIDS

- 15 - 16
1. Witness Opening of Sealed Bids for Project #P26-05 City Fuel Station Conversions  
[Witness Opening of Sealed Bids for Project #P26-05 City Fuel Station Conversions - Pdf](#)

- 17 2. Witness Opening of Sealed Bids for Project #P26-04 - 2026 On-Demand Concrete Public Works  
[Witness Opening of Sealed Bids for Project #P26-04 - 2026 On-Demand Concrete Public Works - Pdf](#)

## **X. PUBLIC HEARING/ACTIONS ON UNFINISHED BUSINESS**

- 18 - 22 1. Adopt an Ordinance appropriating \$500,000 for the water capital and contingency fund to plan, design, and construct commercial water filling stations.  
(Final Reading) (Chandler)  
[Adopt an Ordinance appropriating \\$500,000 for the water capital and contingency fund to plan, design, and construct commercial water filling stati - Pdf](#)
- 23 - 28 2. Adopt an Ordinance authorizing Mayor Thomas Chandler to execute the attached Memorandum of Understanding for Crossing Guards between the City of Bossier City and Bossier Parish School Board for the cost-sharing of Crossing Guards utilized throughout Bossier City.  
(Final Reading) (Chris Smith)  
[Adopt an Ordinance authorizing Mayor Thomas Chandler to execute the attached Memorandum of Understanding for Crossing Guards between the City of B - Pdf](#)
- 29 - 30 3. Adopt an Ordinance amending Ordinance 121 of 2025 changing funding source from the 2025 Hotel/Motel fund budget to the 2026 Hotel/Motel fund budget.  
(Final Reading) (Anderson)  
[Adopt an Ordinance amending Ordinance 121 of 2025 changing funding source from the 2025 Hotel/Motel fund budget to the 2026 Hotel/Motel fund budge - Pdf](#)

## **XI. NEW BUSINESS**

- 31 - 289 1. Adopt an Ordinance approving a Conditional Use Approval for the sale of high and low content alcohol for on premise consumption at a restaurant, The Brine Provisions, located at 201 Boardwalk Boulevard, Building M, Bossier City, Louisiana.  
(First and Final Reading) (Askew-Brown)  
[Adopt an Ordinance approving a Conditional Use Approval for the sale of high and low content alcohol for on premise consumption at a restaurant, The B - Pdf](#)
- 290 - 291 2. Adopt a Resolution authorizing the hiring or promotion of an Accounts Clerk III in the Sales Tax Department due to separation and backfilling any vacant positions this may create  
(First and Final Reading) (Williamson)

[Accounts Clerk III - Sales Tax - Pdf](#)

- 292 - 298    3.    Adopt a Resolution amending Resolution 7 of 2024 to replace Amanda Nottingham as the designated project signee for the LWI Project, to Andy Bajnauth as the project signee.  
(First and Final Reading) (Bajnauth)  
[Adopt a Resolution amending Resolution 7 of 2024 to replace Amanda Nottingham as the designated project signee for the LWI Project, to Andy Bajnauth a - Pdf](#)
- 299 - 305    4.    Approve Parade Permit Fee Waiver, Sun City Elementary Mardi Gras Parade 2026, February 17, 2026  
[Sun City Elementary Mardi Gras Parade 2026 - Pdf](#)
- 306 - 312    5.    Approve Parade Permit Fee Waiver, Waller's Mardi Gras Parade, February 17, 2026  
[Waller's Mardi Gras Parade - Pdf](#)

**XII. ANNOUNCEMENTS**

**XIII. ADJOURN**

Livestream provided at <https://bossiercity.org/373/Live-Stream>

Any member of the public or the designated caregiver of any member of the public with an ADA-recognized disability may submit a request to provide written comment on an agenda item remotely via electronic means.

For more information contact: City Clerk Phyllis McGraw, 620 Benton Road, Bossier City, LA 71111, 318-741-8509 or [cityclerk@bossiercity.org](mailto:cityclerk@bossiercity.org)

**PROCEEDINGS OF THE CITY COUNCIL OF BOSSIER CITY  
STATE OF LOUISIANA TAKEN AT A REGULAR MEETING  
JANUARY 20, 2026**

The City Council of the City of Bossier City, State of Louisiana, met in Regular session in City Court, 620 Benton Road, Bossier City, Louisiana, January 20, 2026 at 3:00 PM.

Council President, Chris Smith called the meeting to order.

Invocation was given by Council Member Debra W. Ross

Pledge of Allegiance led by Council Member Cliff Smith

Roll Call as follows:

Present: Honorable Councilor, President Chris Smith, Honorable Councilors Craton Cochran, Brian Hammons, Debra W. Ross, and Cliff Smith

Absent: Honorable Councilors Joel Girouard and Vince Maggio

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

City Clerk, Phyllis McGraw read the statement about public participation in the meeting and disclosure of conflicts.

**Ceremonial Matters/Recognition of Guests**

Mr. Keith Carter, owner of the Louisiana Rouxgaroux, thanked the Mayor, City Council and Bossier City for their support of the area's only arena football team. Mr. Carter invited everyone to attend the seven home games scheduled at Brookshires Grocery Arena, adding that the first three games will be at home.

Council President Chris Smith recognized all the dignitaries in the audience.

By: Mr. Cliff Smith

Motion to approve Agenda

Seconded by Mrs. Debra W. Ross

No comment

Vote in favor of motion is unanimous

By: Mr. Brian Hammons

Motion to approve Minutes of January 6, 2026, Regular Meeting and dispense with the reading.

Seconded by Mr. Cliff Smith

No comment

Vote in favor of motion is unanimous

**Bids**

Witness Opening of Sealed Bids for Bid #P26-03 Unplanned Concrete 2026-Utilities

David B. Womack Contractor LLC: \$373,018.25

Dale’s Paving Inc.: \$284,050

James R. Martin B&R LLC: \$248,102.50

By: Mr. Brian Hammons

Motion to approve reading of bids

Seconded by Mrs. Debra W. Ross

No comment

Vote in favor of motion is unanimous

Witness Opening of Sealed Bids for Bid #P26-07 Demolition of 2110 Benton Road (Old Nichols Lube Building)

Lathan Construction LLC: \$41,363

Sams Construction LLC: \$140,000

Stong’s Backhoe Service: \$38,500

By: Mr. Brian Hammons

Motion to approve reading of bids

Seconded by Mr. Cliff Smith

Council member Brian Hammons, Denna Beauchemin, Purchasing Agent, and Richard Ray, Assistant City Attorney discussed the bid amounts and potential environmental issues at the property. Mr. Ray confirmed that Jones Environmental completed an inspection of the property with favorable results.

No further comment

Vote in favor of motion is unanimous

**Emergent Business**

*The following Ordinance offered and adopted:*

**Ordinance No. 7 Of 2026**

**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 REPLACE COLLAPSED GRAVITY SEWER MAIN ON VOSS DR. AT COST OF \$297,000.00 TO COME FROM SEWER CAPITAL CONTINGENCY FUND.**

**WHEREAS**, The Public Utilities Department responded to two emergency collapses on the gravity main along Voss Dr. causing sanitary sewer to back up requiring immediate bypass operation; and

**WHEREAS**, the Public Utilities Department required support to make the repairs to the main due to the material, size, depth, and existing utility conflicts at the locations; and

**WHEREAS**, the repairs and replacement of entire segment and service were solicited and determined it will cost \$297,000.00 in labor, equipment, and materials to complete the efforts; and

**WHEREAS**, \$297,000.00 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 \$297,000.00 to come from the Sewer Capital and Contingency Fund to be used for the

purpose of replacing the sewer main from each manhole.; 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 2026 Sewer Capital and Contingency Budget is hereby amended to increase expenditures for required repairs by \$297,000.00 and decrease Fund Balance by \$297,000.00.

The above and foregoing Ordinance was discussed and opened for public comment in open and legal session convened, was adopted on a motion by Mrs. Debra W. Ross and seconded by Mr. Chris Smith and adopted on the 20th day of January 2026, with the votes listed below. Further this Ordinance will become legal immediately.

AYES: Mr. Chris Smith, Mr. Cochran, Mr. Hammons, Mrs. Ross, and Mr. Cliff Smith

NAYS: None

ABSENT: Mr. Girouard and Mr. Maggio

ABSTAIN: None

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Chris Smith, President

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Phyllis McGraw, City Clerk

*The following Ordinance offered and adopted:*

**Ordinance No. 8 Of 2026**

**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 REPLACE INFLUENT SEWER MANHOLE AT CENTRAL PARK LIFT STATION AT COST OF \$92,000.00 TO COME FROM SEWER CAPITAL CONTINGENCY FUND.**

**WHEREAS**, The Public Utilities Department responded to an emergency sewer failure at 898 Central Park Blvd and replace influent manhole to the lift station servicing the central park neighborhood; and

**WHEREAS**, the Public Utilities Department required support to make the repairs to the main due to the material, size, depth, and existing utility conflicts at the locations; and

**WHEREAS**, the repairs were solicited and determined it will cost \$92,000.00 in labor, equipment, and materials to complete the repair efforts; and

**WHEREAS**, \$92,000.00 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 \$92,000.00 to come from the Sewer Capital and Contingency Fund to be used for replacing influent manhole at central park lift station.; 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 2026 Sewer Capital and Contingency Budget is hereby amended to increase expenditures for required repairs by \$92,000.00 and decrease Fund Balance by \$92,000.00.

The above and foregoing Ordinance was discussed and opened for public comment in open and legal session convened, was adopted on a motion by Mr. Brian Hammons and seconded by Mr. Chris Smith and adopted on the 20th day of January 2026, with the votes listed below. Further this Ordinance will become legal immediately.

AYES: Mr. Chris Smith, Mr. Cochran, Mr. Hammons, Mrs. Ross, and Mr. Cliff Smith

NAYS: None

ABSENT: Mr. Girouard and Mr. Maggio

ABSTAIN: None

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Chris Smith, President

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Phyllis McGraw, City Clerk

### **Public Hearings/Actions on Unfinished Business**

*The following Ordinance offered and adopted:*

#### **ORDINANCE NO. 9 OF 2026**

#### **AN ORDINANCE TO APPROVE REPORT OF CHANGE ORDER 2 FOR THE LATERAL B-1 DITCH PAVING PROJECT, WITH AN INCREASE OF \$88,750.00 AND AN ADDITIONAL 10 DAYS, FOR A TOTAL CONTRACT PRICE OF \$2,225,272.00.**

**WHEREAS;** Ordinance 67 of 2022 appropriated \$35,000 for the design and study of potential improvements to the Lateral B-1 Drainage Canal; and

**WHEREAS;** Ordinance 120 of 2022 appropriated \$1,000,000 for the design and construction of improvements to the Lateral B-1 Drainage Canal; and

**WHEREAS;** Ordinance 69 of 2024 appropriated \$150,000 for the for the design and construction of improvements to the Lateral B-1 Drainage Canal; and

**WHEREAS;** the Bossier Parish Levee Board has agreed to provide \$1,200,000 towards this project; and

**WHEREAS;** the Lateral B-1 Ditch Paving Project requires the cleanout of the existing concrete ditch from Airline Drive to 50 feet South of the railroad; and

**WHEREAS;** the aforementioned work requires an additional lump sum of \$88,750.00 and an additional 10 days; and

**WHEREAS;** an additional \$88,750.00 and will be added to the contract price, for a total contract of \$2,225,272.00 for this project; and

**NOW, THEREFORE, BE IT ORDAINED,** in regular session convened that the Bossier City Council does hereby approve report of Change Order 2 for the Lateral B-1 Ditch Paving Project, with an increase of \$88,750.00, for a total contract price of \$2,225,272.00, and an additional ten working days; and

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

The above and foregoing Ordinance was discussed and opened for public comment in open and legal session convened, was adopted on a motion by Mr. Brian Hammons and seconded by Mr. Cliff Smith and adopted on the 20th day of January 2026, with the votes listed below. Further this Ordinance will publish on January 28, 2026 and become legal 10 days following publication.

AYES: Mr. Chris Smith, Mr. Cochran, Mr. Hammons, Mrs. Ross, and Mr. Cliff Smith

NAYS: None

ABSENT: Mr. Girouard and Mr. Maggio

ABSTAIN: None

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Chris Smith, President

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Phyllis McGraw, City Clerk

Agenda item called - Adopt an Ordinance to repeal Ordinance 138 of 2015 and declare "The Voting Board" as surplus to the City's needs and provide for disposal according to law.

Council member Cliff Smith clarified that the Voting Board will be donated to the History Center.

*The following Ordinance offered and adopted:*

**ORDINANCE NO. 10 OF 2026**

**AN ORDINANCE TO REPEAL ORDINANCE NO. 138 OF 2015 AND DECLARE “THE VOTING BOARD” AS SURPLUS TO THE CITY’S NEEDS AND PROVIDE FOR DISPOSAL ACCORDING TO LAW**

**WHEREAS**, Ordinance No. 138 of 2015 designated the “Voting Board” from the City Council Chambers as having an historical significance; and

**WHEREAS**, Ordinance No. 138 of 2015 required preserving the Bossier City Council “Voting Board” from the City Council Chamber to be displayed in the Bossier City Council Conference Room in perpetuity; and

**WHEREAS**, due to upgrades in City Council Chambers and Council Clerk offices, the “Voting Board” will need to be removed and as such offices will no longer be able to accommodate Ord 138 of 2015; and

**WHEREAS**, the Bossier City Council wishes to declare the “Voting Board” as surplus to the City’s needs and authorizes the Purchasing Agent to dispose of said item in accordance with State law.

**NOW THEREFORE, BE IT ORDAINED**, that this Ordinance will repeal Ordinance 138 of 2015 and declare “The Voting Board” as surplus to the City’s needs and provide for disposal according to law.

The above and foregoing Ordinance was discussed and opened for public comment in open and legal session convened, was adopted on a motion by Mr. Cliff Smith and seconded by Mrs. Debra W. Ross and adopted on the 20th day of January 2026, with the votes listed below. Further this Ordinance will publish on January 28, 2026 and become legal 10 days following publication.

AYES: Mr. Chris Smith, Mr. Cochran, Mrs. Ross, and Mr. Cliff Smith

NAYS: Mr. Hammons

ABSENT: Mr. Girouard and Mr. Maggio

ABSTAIN: None

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Chris Smith, President

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Phyllis McGraw, City Clerk

*The following Ordinance offered and adopted:*

**ORDINANCE NO. 11 OF 2026**

**AN ORDINANCE TO TRANSFER \$2,200,000 FROM THE RIVERBOAT GAMING TRUST FUND TO THE RISK MANAGEMENT FUND FOR WORKERS’ COMPENSATION PREMIUMS**

**WHEREAS**, a transfer of \$2,200,000 from the Riverboat Gaming Trust Fund to the Risk Management Fund is needed to pay workers’ compensation premiums; and

**WHEREAS**, a budget amendment is required to transfer appropriations between funds.

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of Bossier City, in regular session convened, that the Council approves a transfer of \$2,200,000 from the Riverboat Gaming Trust Fund to the Risk Management Fund to pay workers’ compensation premiums.

**BE IT FURTHER ORDAINED**, that the 2026 Riverboat Gaming Trust Fund Budget is hereby amended to increase Transfers Out by \$2,200,000 and decrease Fund Balance by \$2,200,000 and the 2026 Risk Management Fund Budget is hereby amended to increase Transfers In by \$2,200,000 and increase Insurance Premiums by \$2,200,000.

The above and foregoing Ordinance was discussed and opened for public comment in open and legal session convened, was adopted on a motion by Mr. Brian Hammons and seconded by Mrs. Debra

W. Ross and adopted on the 20th day of January 2026, with the votes listed below. Further this Ordinance will publish on January 28, 2026 and become legal 10 days following publication.

AYES: Mr. Chris Smith, Mr. Cochran, Mr. Hammons, Mrs. Ross, and Mr. Cliff Smith

NAYS: None

ABSENT: Mr. Girouard and Mr. Maggio

ABSTAIN: None

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Chris Smith, President

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Phyllis McGraw, City Clerk

*The following Ordinance offered and adopted:*

**Ordinance No. 12 Of 2026**

**AN ORDINANCE TO AMEND THE 2026 CITY COUNCIL OPERATING**

**WHEREAS**, the Bossier City Charter Section 6.06 Additional appropriations and budget amendments require that additional appropriations be made by amending the respective budgets by ordinance; and

**WHEREAS**, the City Council Operating budget need to have amendments made to better serve the department operations; and

**WHEREAS**, it is estimated that additional appropriations of \$31,200 from the 2026 General Fund Fund Balance to cover operational and maintenance costs for the remainder of the fiscal year; and

**WHEREAS**, the 2026 City Council Operating budget need be amended to appropriate additional funding to ensure sufficient funds are available to cover anticipated expenses for the remainder of the fiscal year.

**NOW, THEREFORE, BE IT ORDAINED** that the City Council of Bossier City, Louisiana, in regular session convened, does hereby amend the 2026 City Council Operating Budget to increase Software Maintenance and Subscriptions by \$25,000, Postage by \$100, Storage fees by \$2,100, Memberships and Subscriptions by \$2,000, Fuel by \$1,500, Vehicle Maintenance and Repairs by \$500.

The above and foregoing Ordinance was discussed and opened for public comment in open and legal session convened, was adopted on a motion by Mr. Brian Hammons and seconded by Mr. Cliff Smith and adopted on the 20th day of January 2026, with the votes listed below. Further this Ordinance will publish on January 28, 2026 and become legal 10 days following publication.

AYES: Mr. Chris Smith, Mr. Cochran, Mr. Hammons, Mrs. Ross, and Mr. Cliff Smith

NAYS: None

ABSENT: Mr. Girouard and Mr. Maggio

ABSTAIN: None

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Chris Smith, President

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Phyllis McGraw, City Clerk

**New Business**

By: Mrs. Debra W. Ross

Motion to introduce an Ordinance appropriating \$500,000 for the water capital and contingency fund to plan, design, and construct commercial water filling stations.

Seconded by Mr. Cliff Smith

No comment

Vote in favor of motion is unanimous

By: Mr. Chris Smith

Motion to introduce an Ordinance authorizing Mayor Thomas Chandler to execute the attached Memorandum of Understanding for Crossing Guards between the City of Bossier City and Bossier Parish School Board for the cost-sharing of Crossing Guards utilized throughout Bossier City.

Seconded by Mr. Cliff Smith

No comment

Motion carried with the following votes:

AYES: Mr. Chris Smith, Mr. Cochran, Mrs. Ross, and Mr. Cliff Smith

NAYS: Mr. Hammons

ABSENT: Mr. Girouard and Mr. Maggio

ABSTAIN: None

By: Mrs. Debra W. Ross

Motion to introduce an Ordinance amending Ordinance 121 of 2025 changing funding source from the 2025 Hotel/Motel fund budget to the 2026 Hotel/Motel fund budget.

Seconded by Mr. Chris Smith

No comment

Vote in favor of motion is unanimous

*The following Resolution offered and adopted:*

**RESOLUTION NO. 4 of 2026**

**A RESOLUTION TO REAPPOINT ANGELA WILLIAMSON TO REPRESENT THE CITY OF BOSSIER CITY, STATE OF LOUISIANA ON THE BOARD OF DIRECTORS OF THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.**

**WHEREAS**, Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended, comprised of La. R.S. 33:4548.1 through 33:4548.16, inclusive, is known as the Louisiana Local Government Environmental Facilities and Community Development Authority Act (the "Act"); and

**WHEREAS**, the Act creates the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority") for the purpose of assisting political subdivisions, as defined in the Act, and other designated entities in acquiring, financing and constructing certain facilities, including environmental, public infrastructure, community and economic development purposes and to otherwise establish programs to aid in the financing of local government and economic development projects; and

**WHEREAS**, the City of Bossier City, State of Louisiana (the "City"), is a participating political subdivision of the Authority in accordance with the Act; and

**WHEREAS**, pursuant to Section 4548.4 of the Act, this City Council of the City of Bossier City, State of Louisiana, acting as governing authority of the City, desires to approve the appointment of Angela Williamson to serve as a Director of the Authority;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Bossier City, State of Louisiana (the "Governing Authority"), acting as the governing authority of the City of Bossier City, State of Louisiana (the "City"), that:

SECTION 1. Pursuant to the Act, the appointment of Angela Williamson to serve as a Director of the Authority for a term of two (2) years from the date hereof is hereby approved.

SECTION 2. This Resolution shall become effective immediately, and a certified copy hereof shall be forwarded to the offices of the Authority.

The above and foregoing Resolution was presented and opened for public comment in open and legal session convened, was adopted on a motion by Mrs. Debra W. Ross and seconded by Mr. Brian Hammons and adopted on the 20th day of January, 2026 by the following vote:

AYES: Mr. Chris Smith, Mr. Cochran, Mr. Hammons, Mrs. Ross, and Mr. Cliff Smith

NAYS: None

ABSENT: Mr. Girouard and Mr. Maggio

ABSTAIN: None

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Chris Smith, City Council President

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Phyllis McGraw, City Clerk

Agenda item called - Adopt a Resolution nominating for confirmation by the Bossier City Council Shane Cheatham as the City's Chief Administrative Officer.

Mr. Shane Cheatham read a prepared statement thanking the Council and Mayor for their consideration. Council members Brian Hammons and Chris Smith voiced their support of Mr. Cheatham.

*The following Resolution offered and adopted:*

**RESOLUTION NO. 5 OF 2026**

**A RESOLUTION NOMINATING FOR CONFIRMATION BY THE BOSSIER CITY COUNCIL SHANE CHEATHAM AS THE CITY'S CHIEF ADMINISTRATIVE OFFICER**

**WHEREAS**, a vacancy exist in the position of Chief Administrative Officer for the City of Bossier City; and

**WHEREAS**, Shane Cheatham has all the required qualifications and experience necessary to be the Chief Administrative Officer; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Bossier City, Louisiana, in regular session convened, that the nomination of Shane Cheatham as Chief Administrative Officer at the same salary as the former Chief Administrative Officer is hereby confirmed.

The above and foregoing Resolution was presented and opened for public comment in open and legal session convened, was adopted on a motion by Mr. Chris Smith and seconded by Mr. Brian Hammons and adopted on the 20th day of January, 2026 by the following vote:

AYES: Mr. Chris Smith, Mr. Cochran, Mr. Hammons, Mrs. Ross, and Mr. Cliff Smith

NAYS: None

ABSENT: Mr. Girouard and Mr. Maggio

ABSTAIN: None

\_\_\_\_\_  
Chris Smith, President

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Phyllis McGraw, City Clerk

*The following Resolution offered and adopted:*

**Resolution No. 6 Of 2026**

**A RESOLUTION FOR PUBLIC WORKS TO FILL A FULL TIME ANIMAL CONTROL OFFICER POSITION IN THE ANIMAL CONTROL DIVISION AND BACKFILL ANY VACANT POSITION THIS CREATES.**

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

**WHEREAS**, a full time Animal Control Officer position is vacant due to termination and creates the need to fulfill by hiring or promoting from within and backfill any position this creates; and

**WHEREAS**, the administration and department assure that the current budget has been verified and that funding available in the total budgeted salaries is not exceeded; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Bossier City, Louisiana, in regular session convened, that the Department of Public Works is hereby authorized to replace the position due to an opening and backfill any position this creates by hiring or promoting within the Department of Public Works with no impact to the existing budget.

The above and foregoing Resolution was presented and opened for public comment in open and legal session convened, was adopted on a motion by Mr. Brian Hammons and seconded by Mr. Chris Smith and adopted on the 20th day of January, 2026 by the following vote:

AYES: Mr. Chris Smith, Mr. Cochran, Mr. Hammons, Mrs. Ross, and Mr. Cliff Smith

NAYS: None

ABSENT: Mr. Girouard and Mr. Maggio

ABSTAIN: None

\_\_\_\_\_  
Chris Smith, President

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Phyllis McGraw, City Clerk

*The following Resolution offered and adopted:*

**Resolution No. 7 Of 2026**

**A RESOLUTION FOR PARKS AND RECREATION TO FILL A FIELD SUPERVISOR IN THE PARKS AND RECREATION DIVISION AND BACKFILL ANY VACANT POSITION THIS CREATES.**

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

**WHEREAS**, a field supervisor position is vacant due to termination, creating the need to fulfill by hiring or promoting from within and backfill any position this creates; and

**WHEREAS**, the administration and department assure that the current budget has been verified and that funding available in the total budgeted salaries is not exceeded; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Bossier City, Louisiana, in regular session convened, that the Department of Parks and Recreation is hereby authorized to replace a position due to openings and backfill any position this creates by hiring or promoting within the Department of Parks and Recreation with no impact to the existing budget.

The above and foregoing Resolution was presented and opened for public comment in open and legal session convened, was adopted on a motion by Mr. Brian Hammons and seconded by Mrs. Debra W. Ross, and adopted on the 20<sup>th</sup> day of January 2026 by the following vote:

AYES: Mr. Chris Smith, Mr. Cochran, Mr. Hammons, Mrs. Ross, and Mr. Cliff Smith

NAYS: None

ABSENT: Mr. Girouard and Mr. Maggio

ABSTAIN: None

\_\_\_\_\_  
Chris Smith, President

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Phyllis McGraw, City Clerk

*The following Resolution offered and adopted:*

**RESOLUTION 8 OF 2026**

**A RESOLUTION AUTHORIZING THE HIRING OF A UTILITY WORKER FOR WATER DISTRIBUTION IN PUBLIC UTILITIES DEPT.**

**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.

**WHEREAS**, the position of Utility Worker is vacant due to resignation 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 presented and opened for public comment in open and legal session convened, was adopted on a motion by Mr. Brian Hammons and seconded by Mr. Cliff Smith, and adopted on the 20<sup>th</sup> day of January 2026 by the following vote:

AYES: Mr. Chris Smith, Mr. Cochran, Mr. Hammons, Mrs. Ross, and Mr. Cliff Smith

NAYS: None

ABSENT: Mr. Girouard and Mr. Maggio

ABSTAIN: None

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Chris Smith, President

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Phyllis McGraw, City Clerk

*The following Resolution offered and adopted:*

**RESOLUTION NO. 9 OF 2026**

**A RESOLUTION AUTHORIZING THE HIRING OR PROMOTION OF AN APPLICATION ANALYST IN THE INFORMATION SERVICES DEPARTMENT DUE TO SEPARATION AND BACKFILLING ANY VACANT POSITIONS THIS MAY CREATE**

**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 Information Services Department has an available position due to separation of an employee; and

**WHEREAS**, this separation provides for an opportunity to hire a replacement or promote from within and backfill any vacancies created; 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 or promote an Application Analyst in the Information Services Department and backfill any vacancies this may create with no impact to the existing budget.

The above and foregoing Resolution was presented and opened for public comment in open and legal session convened, was adopted on a motion by Mr. Brian Hammons and seconded by Mr. Cliff Smith, and adopted on the 20<sup>th</sup> day of January 2026 by the following vote:

AYES: Mr. Chris Smith, Mr. Cochran, Mr. Hammons, Mrs. Ross, and Mr. Cliff Smith

NAYS: None

ABSENT: Mr. Girouard and Mr. Maggio

ABSTAIN: None

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Chris Smith, President

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Phyllis McGraw, City Clerk

**Reports**

Angela Williamson, Finance Director went over the Monthly Finance Report and noted that sales tax was under 1.4%.

Andy Bajnauth, City Engineer went over the Monthly Project Report and noted the various stages each project was in.

**Announcements**

Mayor Tommy Chandler welcomed new CAO Shane Cheatham, adding that it was a great day in Bossier City.

Mr. Cliff Smith thanked Marissa Jones, the Water Department, Fire Chief Blair Bockhaus, and Todd Thompson with Waggoner Engineering for their work addressing a citizen's busted water pipe.

Mrs. Debra Ross thanked Mary Ward, Parks and Rec Director for all the work she and the department have done at the Hooter Park Community Center.

Mr. Chris Smith also welcomed new CAO Shane Cheatham, adding that he was looking forward to working with someone who loves Bossier City as much as he does.

**There being no further business to come before this Council, Council President Smith adjourned the meeting at 3:39 PM**

**Respectfully submitted:**

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**Phyllis McGraw, City Clerk**

Publish January 28, 2026



City of Bossier City  
**ITEM FACT SHEET**  
 Regular Council

**Meeting Date:** Regular Council - Feb 03 2026  
**Department:** Purchasing  
**Prepared by:** Denna Beauchemin, Purchasing Agent  
**Sponsor:** Angela Williamson, Finance Director  
**Submitted:** January 29, 2026

NOTED:  RECOMMENDED BY:

  
 Thomas Chandler, Mayor

**TITLE:**

Witness Opening of Sealed Bids for Project #P26-05 City Fuel Station Conversions

**EXPLANATION OF PROPOSAL:**

Conversion of Public E85 & CNG Fuel Stations to City Use Regular and Diesel Fuel Stations, fencing, removal of underground tanks behind City Hall, fill, pave and strip for parking

**COST/BUDGET DATA:**

Funding from Ord 60 of 2025 for Conversion. Project estimate \$1,150,000

**COUNCIL DATE REQUESTED:**

Regular Council - Feb 03 2026

**ATTACHMENTS:**

[Ord 60 of 2025](#)

**Reviewed By:**

Denna Beauchemin, Purchasing Agent	Approved - Jan 29 2026
Angela Williamson, Finance Director	Approved - Jan 29 2026
Charles Jacobs, CA	Approved - Jan 29 2026
Thomas Chandler, Mayor	Approved - Jan 29 2026
Emily Pitts, Administrative Assistant	Approved - Jan 29 2026
Phyllis McGraw, City Clerk	Approved - Jan 29 2026

*The following Ordinance offered and adopted:*

**ORDINANCE NO. 60 OF 2025**

**AN ORDINANCE APPROPRIATING \$1,200,000.00 FROM THE  
EQUIPMENT REPLACEMENT FUND TO CONVERT THE  
ALTERNATIVE FUEL STATIONS TO SERVE THE CITY'S  
FLEET**

**WHEREAS**, demand for alternative fuels has significantly decreased in recent years and the economic incentives have been eliminated; and

**WHEREAS**, the City of Bossier City currently operates two Alternative Fuel Stations that have consistently operated at a deficit and are in need of upgraded dispensers if they remain open to the public; and

**WHEREAS**, the existing tanks at the fleet fueling station at Municipal Complex must be replaced and there is no fleet fueling station south of Interstate 20; and

**WHEREAS**, it has been determined that converting the current Alternative Fuel Stations to diesel and unleaded fuels for the City's fleet and removing the fueling station at Municipal Complex will be cost-effective and meet the growing needs of the City's fleet.

**NOW, THEREFORE, BE IT ORDAINED**, in regular session convened that the City Council of Bossier City does hereby appropriate \$1,200,000.00 to come from the Equipment Replacement Fund to convert the Alternative Fuel Stations to diesel and unleaded fuels, remove the existing fuel station at Municipal Complex, and cover all associated project costs; and

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

The above and foregoing Ordinance was discussed and opened for public input at open and legal session convened, was on motion by Mr. David Montgomery, Jr. and seconded by Mr. Vince Maggio, and adopted on this the 6th, day of May 2025, with the votes listed below. Further this Ordinance will publish on May 14, 2025 and will become legal 10 days following publication.

AYES: Mr. Montgomery, Jr., Mr. Smith Mr. Darby, Mr. Williams, Mr. Free, and Mr. Maggio

NAYS: none

ABSENT: Mr. Hammons

ABSTAIN: none



Don Williams, President



Phyllis McGraw, City Clerk



City of Bossier City  
**ITEM FACT SHEET**  
Regular Council

**Meeting Date:** Regular Council - Feb 03 2026  
**Department:** Purchasing  
**Prepared by:** Denna Beauchemin, Purchasing Agent  
**Sponsor:** Angela Williamson, Finance Director  
**Submitted:** January 29, 2026

NOTED:  RECOMMENDED BY:

  
Thomas Chandler, Mayor

**TITLE:**

Witness Opening of Sealed Bids for Project #P26-04 - 2026 On-Demand Concrete Public Works

**EXPLANATION OF PROPOSAL:**

Annual Project for Public Works Dept for Repairs to Streets/Sidewalks/Drainage Areas

**COST/BUDGET DATA:**

Estimate for project \$800,000 - Funding from Budgeted Unplanned Streets & Drainage for Public Works

**COUNCIL DATE REQUESTED:**

Regular Council - Feb 03 2026

**Reviewed By:**

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

Approved - Jan 29 2026  
Approved - Jan 29 2026



City of Bossier City  
**ITEM FACT SHEET**  
Regular Council

**Meeting Date:** Regular Council - Jan 20 2026  
**Department:** Public Affairs  
**Prepared by:** Barbara Nichols, Secretary  
**Sponsor:** Thomas Chandler, Mayor  
**Submitted:** January 13, 2026

NOTED:  RECOMMENDED BY:

  
Thomas Chandler, Mayor

**TITLE:**

Introduce an Ordinance appropriating \$500,000 for the water capital and contingency fund to plan, design, and construct commercial water filling stations.  
(First Reading) (Chandler)

**EXPLANATION OF PROPOSAL:**

Introduce an Ordinance appropriating \$500,000 for the water capital and contingency fund to plan, design, and construct commercial water filling stations.  
(First Reading) (Chandler)

**COUNCIL DATE REQUESTED:**

Regular Council - Jan 20 2026

**ATTACHMENTS:**

[Bossier Bulk Water Filling Station Estimate](#)  
[Ordinance - Water Filling Stations 2026](#)

**Reviewed By:**

Thomas Chandler, Mayor  
Angela Williamson, Finance Director  
Charles Jacobs, CA  
Thomas Chandler, Mayor  
Emily Pitts, Administrative Assistant  
Phyllis McGraw, City Clerk

Approved - Jan 13 2026  
Approved - Jan 14 2026  
Approved - Jan 15 2026

Item	Description	Unit	Quantity	Est. Unit Price (\$)	Est. Amount (\$)
1.01	Mobilization, demobilization, bonds, insurance, submittals	LS	1	\$2,000.00	\$2,000.00
2.01	Site clearing, stripping, minor demolition	LS	1	\$2,000.00	\$2,000.00
2.02	Rough grading for driveway and pad, cut/fill and fine grading	LS	1	\$5,000.00	\$5,000.00
2.03	8" crushed stone base under driveway/pad (incl. materials & compaction)	SY	330	\$15.00	\$4,950.00
2.04	Erosion control (silt fence, inlet protection, construction entrance)	LS	1	\$1,500.00	\$1,500.00
3.01	8" reinforced PCC driveway & pad, incl. dowels, joints, curing	SF	2500	\$11.00	\$27,500.00
3.02	Thickened edge or integral curb at driveway entrance	LF	60	\$45.00	\$2,700.00
4.01	Tap existing water main (4"-8") incl. tapping sleeve/valve & tie-in	LS	1	\$7,000.00	\$7,000.00
4.02	4" C900 PVC or DI water line from main to station (incl. bedding, thrust blocks)	LF	80	\$180.00	\$14,400.00
4.03	4" gate valves with boxes	EA	2	\$2,000.00	\$4,000.00
4.04	Insulated underground/surface piping, heat tracing as required	LS	1	\$1,600.00	\$1,600.00
5.01	4" RPZ backflow assembly in vault/housing, incl. valves and drains	LS	1	\$10,000.00	\$10,000.00
5.02	Pre-engineered bulk water fill station package (heated enclosure, meter, control valve, access terminal, etc.) – installed	LS	1	\$87,000.00	\$87,000.00
5.03	Overhead or side truck fill assembly, 3"-4" with swivel and quick-connect	LS	1	\$10,000.00	\$10,000.00
6.01	Electrical service from existing source (panel, meter base, CTs, disconnects)	LS	1	\$8,000.00	\$8,000.00
6.02	Conduit/trenching/wiring to station, lights, receptacles, heaters	LS	1	\$7,000.00	\$7,000.00
6.03	Programming & commissioning of control panel, integration with billing	LS	1	\$5,000.00	\$5,000.00
7.01	Steel bollards (filled) around station and fill pipe	EA	8	\$800.00	\$6,400.00
7.02	Pavement striping / markings, directional arrows	LS	1	\$1,000.00	\$1,000.00
7.03	Chain-link fence and gate	LF	80	\$35.00	\$2,800.00
8.01	Survey, geotechnical, (civil, structural, electrical, controls)	LS	1	\$10,000.00	\$10,000.00
8.02	Permitting, utility coordination, City review fees	LS	1	\$3,000.00	\$3,000.00
8.03	Contingency (change orders, unknowns)	LS	1	\$20,000.00	\$20,000.00
				Total Construction (1.01–7.03):	\$209,850.00
				Total Soft Costs (8.01–8.03):	\$33,000.00
				Grand Total:	\$242,850.00

Item	Description	Unit	Quantity	Est. Unit Price (\$)	Est. Amount (\$)
1.01	Mobilization, demobilization, bonds, insurance, submittals	LS	1	\$2,000.00	\$2,000.00
2.01	Site clearing, stripping, minor demolition	LS	1	\$2,000.00	\$2,000.00
2.02	Rough grading for driveway and pad, cut/fill and fine grading	LS	1	\$5,000.00	\$5,000.00
2.03	8" crushed stone base under driveway/pad (incl. materials & compaction)	SY	330	\$15.00	\$4,950.00
2.04	Erosion control (silt fence, inlet protection, construction entrance)	LS	1	\$1,500.00	\$1,500.00
3.01	8" reinforced PCC driveway & pad, incl. dowels, joints, curing	SF	2500	\$11.00	\$27,500.00
3.02	Thickened edge or integral curb at driveway entrance	LF	60	\$45.00	\$2,700.00
4.01	Tap existing water main (4"-8") incl. tapping sleeve/valve & tie-in	LS	1	\$7,000.00	\$7,000.00
4.02	4" C900 PVC or DI water line from main to station (incl. bedding, thrust blocks)	LF	80	\$180.00	\$14,400.00
4.03	4" gate valves with boxes	EA	2	\$2,000.00	\$4,000.00
4.04	Insulated underground/surface piping, heat tracing as required	LS	1	\$1,600.00	\$1,600.00
5.01	4" RPZ backflow assembly in vault/housing, incl. valves and drains	LS	1	\$10,000.00	\$10,000.00
5.02	Pre-engineered bulk water fill station package (heated enclosure, meter, control valve, access terminal, etc.) – installed	LS	1	\$53,000.00	\$53,000.00
5.03	Overhead or side truck fill assembly, 3"-4" with swivel and quick-connect	LS	1	\$10,000.00	\$10,000.00
6.01	Electrical service from existing source (panel, meter base, CTs, disconnects)	LS	1	\$8,000.00	\$8,000.00
6.02	Conduit/trenching/wiring to station, lights, receptacles, heaters	LS	1	\$7,000.00	\$7,000.00
6.03	Programming & commissioning of control panel, integration with billing	LS	1	\$5,000.00	\$5,000.00
7.01	Steel bollards (filled) around station and fill pipe	EA	8	\$800.00	\$6,400.00
7.02	Pavement striping / markings, directional arrows	LS	1	\$1,000.00	\$1,000.00
7.03	Chain-link fence and gate	LF	80	\$35.00	\$2,800.00
8.01	Survey, geotechnical, (civil, structural, electrical, controls)	LS	1	\$10,000.00	\$10,000.00
8.02	Permitting, utility coordination, City review fees	LS	1	\$3,000.00	\$3,000.00
8.03	Contingency (change orders, unknowns)	LS	1	\$20,000.00	\$20,000.00
				Total Construction (1.01–7.03):	\$175,850.00
				Total Soft Costs (8.01–8.03):	\$33,000.00
				Grand Total:	\$208,850.00

**The following Ordinance offered and adopted:**

**Ordinance No. \_\_\_\_\_ Of 2026**

**AN ORDINANCE APPROPRIATING \$500,000 FROM THE WATER CAPITAL AND CONTINGENCY FUND TO PLAN, DESIGN, AND CONSTRUCT COMMERCIAL WATER FILLING STATIONS.**

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**WHEREAS**, the City of Bossier City continues to experience significant commercial, industrial, and residential growth within both the City limits and the surrounding Parish; and

**WHEREAS**, commercial water filling stations provide a secure, metered, and automated method for delivering potable water to contractors, developers, industrial users, and bulk-water haulers, thereby reducing unauthorized hydrant use, protecting system integrity, and ensuring accurate consumption reporting; and

**WHEREAS**, the construction of commercial water filling stations is expected to generate new ongoing revenue through user fees, consumption charges, and system-access payments, with revenue projections increasing proportionally with anticipated development in the Parish; and

**WHEREAS**, the Water Capital and Contingency Fund is the appropriate funding source for infrastructure projects that are expected to strengthen long-term financial performance of the utility and reduce operational burdens associated with unregulated bulk water withdrawals; and

**WHEREAS**, investing in the construction of commercial water filling stations will improve system control, reduce strain on fire hydrants and distribution assets, enhance billing accuracy, and create a sustainable revenue stream that offsets the initial capital investment; and

**WHEREAS**, the proposed filling station improvements will include planning, engineering design, survey, permitting, construction, electrical service, metering, security infrastructure, and all related professional and administrative costs;

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Bossier City, Louisiana, in regular session convened, that \$500,000 is hereby appropriated from the Water Capital and Contingency Fund to provide the required funding for the planning, design, and construction of commercial water filling stations.

**BE IT FURTHER ORDAINED**, that the Mayor is authorized to sign any and all documents, including permits, professional service agreements, and any construction-related documents necessary to implement the intent 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 \_\_\_\_\_, day of \_\_\_\_\_, 2026, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
**Chris Smith, President**

\_\_\_\_\_  
**Phyllis McGraw, City Clerk**



City of Bossier City  
**ITEM FACT SHEET**  
Regular Council

**Meeting Date:** Regular Council - Jan 20 2026  
**Department:** Legal  
**Prepared by:** Jennifer Emert, Secretary  
**Sponsor:** Chris Smith, Council Member  
**Submitted:** January 15, 2026

**NOTED:**  **RECOMMENDED BY:**

  
Thomas Chandler, Mayor

**TITLE:**

Introduce an Ordinance authorizing Mayor Thomas Chandler to execute the attached Memorandum of Understanding for Crossing Guards between the City of Bossier City and Bossier Parish School Board for the cost-sharing of Crossing Guards utilized throughout Bossier City.  
(First Reading) (Chandler)

**COUNCIL DATE REQUESTED:**

Regular Council - Jan 20 2026

**ATTACHMENTS:**

[Ord authorizing Mayor Thomas Chandler to execute the attached MOU between COB and BPSB for crossing guards 1.15.26](#)  
[Exhibit A - Crossing Guards MOU 1.15.26](#)

**Reviewed By:**

Charles Jacobs, CA	Approved - Jan 15 2026
Angela Williamson, Finance Director	Approved - Jan 15 2026
Thomas Chandler, Mayor	Approved - Jan 15 2026
Emily Pitts, Administrative Assistant	Approved - Jan 15 2026
Phyllis McGraw, City Clerk	Approved - Jan 15 2026

The following Ordinance offered and adopted:

Ordinance No. \_\_\_\_\_ Of 2026

**AN ORDINANCE AUTHORIZING MAYOR THOMAS CHANDLER TO EXECUTE THE ATTACHED MEMORANDUM OF UNDERSTANDING FOR CROSSING GUARDS BETWEEN THE CITY OF BOSSIER CITY AND BOSSIER PARISH SCHOOL BOARD FOR THE COST-SHARING OF CROSSING GUARDS UTILIZED THROUGHOUT BOSSIER CITY.**

---

**WHEREAS**, the City Bossier City and the Bossier Parish School Board are political subdivisions of the State of Louisiana; and

**WHEREAS**, the City Bossier City and the Bossier Parish School Board have an interest in the safety of the students, pedestrians, and motorists of Bossier City; and

**WHEREAS**, the City Bossier City and the Bossier Parish School Board have an extensive history of cooperation in the retention, payment, and placement of crossing guards; and

**WHEREAS**, the City Bossier City is proposing to budget the sum of \$150,000 for said total expenditure/cost.

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of Bossier City, Louisiana, in regular session convened, that the Bossier City Council does hereby authorize Mayor Thomas Chandler to execute the attached Memorandum of Understanding for Crossing Guards marked as Exhibit "A" between the City of Bossier City and the Bossier Parish School Board for the cost-sharing of crossing guards utilized throughout Bossier City.

**BE IT FURTHER ORDAINED**, that the 2026 General Fund Budget is hereby amended to increase expenditures for Bossier Parish School Crossing Guards \$50,000 and decrease Fund Balance by \$50,000.

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 \_\_\_\_\_, day of \_\_\_\_\_, 2026, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

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**Chris Smith, President**

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**Phyllis McGraw, City Clerk**



**MEMORANDUM OF UNDERSTANDING FOR CROSSING GUARDS**

This Memorandum of Understanding is entered into by and between:

**The City of Bossier City** ("Bossier City"), a political subdivision of the State of Louisiana, whose mailing address 620 Benton Road, Bossier City, Louisiana 71111, appearing by and through Thomas H. Chandler, its duly authorized Mayor.

**Bossier Parish School Board** ("BPSB"), a political subdivision of the State of Louisiana, whose mailing address is 410 Sibley Street, Benton, Louisiana 71006, appearing by and through \_\_\_\_\_, its duly authorized President.

Whereas Bossier City and BPSB are political subdivisions of the state of Louisiana;

Whereas Bossier City and BPSB have an interest in the safety of the students, pedestrians, and motorists of Bossier City;

Whereas Bossier City and BPSB have an extensive history of cooperation in the retention, payment, and placement of crossing guards;

THEREFORE, Bossier City and BPSB do agree as follows:

1. **AGREEMENT.** For and in consideration of the mutual benefits accruing to each of the parties and the citizens of Bossier City, Louisiana, and as authorized and provided for in Article VII, Section 14(c) of the Louisiana Constitution and LSA-R.S. 33:1321, *et seq.*, Bossier City and BPSB enter into this Memorandum of Understanding (the or this "MOU") for the cost-sharing of crossing guards utilized throughout Bossier City described hereinafter, pursuant to the terms and conditions set forth herein.
2. **SCHOOL BOARD OBLIGATIONS.** BPSB agrees to:
  - 2.1 Employ certain qualified individuals on a part-time basis persons to serve as crossing guards who shall be employees of BPSB and in any case where said BPSB's employees are covered by the Louisiana Worker's Compensation Act, La. R.S. 23:1021 *et seq.*, the parties agree that BPSB shall be and hereby is designated as the statutory employer of BPSB's direct, borrowed, special and statutory employees, pursuant to La. R.S. 23:1061(A)(3). The parties further agree that the work to be performed by the crossing guards is an integral part of and essential to BPSB's ability to facilitate the safe travel of students who reside near schools and have to cross streets when walking to school. This provision is included for the sole purpose of establishing a statutory employer relationship to gain the benefits expressed in La. R.S. 23:1061, and is not intended to create an employer/employee relationship for any other purpose.

- 2.2 Determine the number of crossing guards to hire and place around public schools located in the corporate limits of the City of Bossier City to adequately provide for the safety of students walking to Bossier Parish Schools. This obligation includes the hiring of substitute crossing guards to cover for absent crossing guards.
- 2.3 Pay the crossing guards at a rate of \$33.94 per working day. A working day is any day students attend school. There are typically one-hundred and seventy-two (172) working days per year. Should the state or BPSB issue a pay raise for school employees, crossing guards shall receive an increase equal to twenty-five percent (25%) of the employee pay raise for support staff, which shall be pro-rated over the crossing guards' working days.
- 2.4 BPSB shall pay the crossing guards' wages monthly from September to June for work performed from August to May. BPSB may pay the crossing guards for actual days worked in a month or pay the crossing guards in equal monthly installments from September to June by pro-rating the daily pay rate of crossing guards times the working days per school year over the ten-month pay period.
- 2.5 Substitute crossing guards shall be utilized when crossing guards are absent. Substitute crossing guards shall be paid at the daily rate of a normal crossing guard for working a full day and half the daily rate for working a half-day.
- 2.6 Implement and manage leave policies and absence management of crossing guards including the amount and accumulation of paid sick leave.
- 2.7 Discipline and/or terminate crossing guards in accordance with BPSB policy.
- 2.8 Create detailed monthly documentation of the total wage payments made to crossing guards and substitute crossing guards for each month of the September to June pay period. The documentation shall include the daily wage of crossing guards, the number of working days in the month, the number of crossing guards working, the number of substitute crossing guards utilized each month, the number of days worked by substitute crossing guards, and the amount of paid sick leave taken by crossing guards and the total amount of wages plus paid sick leave paid to crossing guards during the month. This documentation shall be used to create a detailed monthly invoice of the total amount of wages and paid sick leave paid by BPSB in each month to all crossing guards and substitute crossing guards plus a fee of \$26.46 per crossing guard and substitute crossing guard who works in that month.

3. **CITY OF BOSSIER CITY OBLIGATIONS.** Bossier City agrees to:
  - 3.1 Bossier City shall reimburse BPSB for BPSB's monthly expenditure of wages and paid sick leave paid to crossing guards and substitute crossing guards plus a fee of \$26.46 per month for each crossing guard and substitute crossing guard who works in that month, up to a maximum of One Hundred Fifty Thousand (\$150,000.00) Dollars per calendar year.
  - 3.2 This payment shall be executed by paying the monthly invoice provided by BPSB no later than thirty (30) days after receipt of the invoice. Payment shall be made by an employee of Bossier City who is duly authorized to make such a payment.
  - 3.3 Bossier City shall adopt any budget amendment necessary to provide for such expenditure and will include in each proposed and adopted budget beginning in 2026 and continuing through 2035 the sum of \$150,000.00 for said total expenditure/cost. Notwithstanding any other provision of this instant agreement, the Bossier City shall not be obligated to BPSB for any such expenditure or cost exceeding the total sum of \$150,000.00 per calendar year - i.e. Bossier City's portion of the expense/costs of said crossing guards shall be "capped" and subject to the total sum of \$150,000.00 per calendar year as provided herein and pursuant to the agreement of the parties.
  
4. **GENERAL PROVISIONS.** BPSB and Bossier City respectively agree as follows:
  - 4.1 This MOU may be amended, expanded, or modified at any time upon written consent of the parties.
  - 4.2 All parties to the MOU will communicate fully and openly with each other to resolve any problems that may arise in the fulfillment of the terms of this MOU.
  - 4.3 This Agreement shall be in effect upon the approval and signing of both parties.
  - 4.4 This Agreement is not contingent upon or tied to the existence of any other agreement between the parties and shall terminate on December 31, 2035. Such Agreement shall renew on a year-to-year basis thereafter, unless written notice of cancellation is provided to either party by the other no less than sixty (60) days prior to such termination date.
  - 4.5 Each of the undersigned parties appearing herein on behalf of a party in a representative capacity personally warrants that they have the power and authority to bind the respective parties they represent, after an official vote

of the governing board or council of each representative on the dates indicated hereinbelow.

**CITY OF BOSSIER CITY, LOUISIANA**

By: \_\_\_\_\_  
Thomas H. Chandler, Mayor

Date: \_\_\_\_\_  
Date of Ordinance: \_\_\_\_\_

**BOSSIER PARISH SCHOOL BOARD**

By: \_\_\_\_\_  
\_\_\_\_\_, President

Date: \_\_\_\_\_  
Date of Board Meeting at which Approved:  
\_\_\_\_\_



City of Bossier City  
**ITEM FACT SHEET**  
Regular Council

**Meeting Date:** Regular Council - Jan 20 2026  
**Department:** Public Affairs  
**Prepared by:** Barbara Nichols, Secretary  
**Sponsor:** Carol Andersen,  
**Submitted:** January 15, 2026

NOTED:  RECOMMENDED BY:

  
Thomas Chandler, Mayor

**TITLE:**

Introduce an Ordinance amending Ordinance 121 of 2025 changing funding source from the 2025 Hotel/Motel fund budget to the 2026 Hotel/Motel fund budget.  
(First Reading) (Anderson)

**EXPLANATION OF PROPOSAL:**

Amending Ordinance to move funding source from 2025 to 2026 Hotel/Motel Tax fund budget.

**COST/BUDGET DATA:**

N/A

**COUNCIL DATE REQUESTED:**

Regular Council - Jan 20 2026

**ATTACHMENTS:**

[2026 - Amend Ord 121 of 2025 Marketing CA](#)

**Reviewed By:**

Thomas Chandler, Mayor  
Angela Williamson, Finance Director  
Charles Jacobs, CA  
Thomas Chandler, Mayor  
Emily Pitts, Administrative Assistant  
Phyllis McGraw, City Clerk

Approved - Jan 15 2026  
Approved - Jan 15 2026

**The following Ordinance offered and adopted:**

**Ordinance No. \_\_\_\_\_ Of 2026**

**ADOPT AN ORDINANCE AMENDING ORDINANCE 121 OF 2025 CHANGING  
FUNDING SOURCE FROM THE 2025 HOTEL/MOTEL FUND BUDGET TO THE 2026  
HOTEL/MOTEL FUND BUDGET**

---

**WHEREAS** Resolution 42 of 2025 endorsed and encouraged the administration to engage a professional marketing firm; and

**WHEREAS**, Ordinance 121 of 2025 appropriated \$100,000 from the 2025 Hotel/Motel Tax Fund Budget for the professional marketing services; and

**WHEREAS**, in November of 2025 the city engaged the services of a professional marketing firm. The marketing firm has been actively working since engagement, but no invoice was received by the Administration in 2025. The city made no payments to the marketing firm in 2025 and the budgeted appropriation lapsed at the end of fiscal year 2025; and

**WHEREAS**, , The funding source for this project should be changed from the 2025 Hotel/Motel Fund Budget to the 2026 Hotel/Motel Fund Budget.

**NOW, THEREFORE, BE IT ORDAINED** that the City Council of Bossier City, Louisiana, in regular session convened, does hereby amend the 2026 Hotel/Motel Budget to increase Marketing and Promotional expenditures \$100,000 and decrease Fund Balance \$100,000.

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 \_\_\_\_\_, day of \_\_\_\_\_, 2026, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

---

**Chris Smith, President**

**Phyllis McGraw, City Clerk**



City of Bossier City  
**ITEM FACT SHEET**  
Regular Council

**Meeting Date:** Regular Council - Feb 03 2026  
**Department:** MPC  
**Prepared by:** Katie Banks, Office Manager  
**Sponsor:** Carlotta Askew-Brown, Executive Director  
**Submitted:** January 22, 2026

NOTED:  RECOMMENDED BY:

  
Thomas Chandler, Mayor

**TITLE:**

Adopt an Ordinance approving a Conditional Use Approval for the sale of high and low content alcohol for on premise consumption at a restaurant, The Brine Provisions, located at 201 Boardwalk Boulevard, Building M, Bossier City, Louisiana.  
(First and Final Reading) (Askew-Brown)

**EXPLANATION OF PROPOSAL:**

Application was heard at the Metropolitan Planning Commission meeting on January 15, 2026 with a favorable motion.

**COUNCIL DATE REQUESTED:**

Regular Council - Feb 03 2026

**ATTACHMENTS:**

[C-ALC-000215-2025\(SC\) CUA High & Low Content of Alcohol On-Premise Consumption, 201 Boardwalk Blvd Bldg M, Chris Elberson](#)  
[C-ALC-000215-2025\(SC\) The Brine Provisions](#)

**Reviewed By:**

Carlotta Askew-Brown, Executive Director  
Charles Jacobs, CA  
Thomas Chandler, Mayor  
Emily Pitts, Administrative Assistant  
Phyllis McGraw, City Clerk

Approved - Jan 22 2026  
Approved - Jan 29 2026



**C-ALC-000215-2025(SC)**

**MPC ACTIONS**

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**METROPOLITAN PLANNING COMMISSION**

**January 15, 2026**  
**2:00 P.M.**

**PRELIMINARY [ ] PUBLIC HEARING [X] CONDITIONAL USE [X]**

**FROM:** Carolina Blunck, MPC Senior Planner

**APPLICANT:** Chris Elbersen, Somdal Associates

**ITEM: C-ALC-000215-2025(SC)** – The application of Chris Elbersen, Somdal Associates for Boardwalk Routh LLC, requesting a Conditional Use Approval for the sale of high and low content alcohol for on premise consumption at a restaurant, The Brine Provisions LLC, located at 201 Boardwalk Blvd. Building M, Bossier City, Louisiana. (City Council District 5) (Police Jury District 9)

<input type="checkbox"/> ZONING AMENDMENT <input type="checkbox"/> TEMPORARY USES <input type="checkbox"/> SUBDIVISION APPROVAL	<input type="checkbox"/> PLANNED UNIT DEVELOPMENT <input checked="" type="checkbox"/> CONDITIONAL USE <input type="checkbox"/> OTHER
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**APPLICATION CONTACT INFORMATION:**

**OWNER/APPLICANT:** Chris Elbersen,  
Somdal Associates  
333 Texas St # 1900  
Shreveport, LA 71101

**I. APPLICATION SUBMITTAL DATE:** December 8, 2025

**II. PROJECT NAME:**

CUA for high and low content alcohol for  
on premise consumption at Restaurant, The Brine Provisions LLC

**III. LOCATION:**

Generally located at 201 Boardwalk Blvd, Bldg. M Bossier City, LA 71111. Previously Nike Store.

**IV. BACKGROUND INFORMATION:**

The applicant is requesting Conditional Use Approval for the sale of high and low content alcohol for on premise consumption at restaurant, The Brine Provisions LLC, within The Picklr Complex.

The Brine will function as a full-service restaurant and bar, offering a complete food menu with indoor table service and bar service. Alcohol sales are intended to complement the restaurant use and are not proposed as the primary business activity. The restaurant will be operated by Chef Gabriel Balderes, a locally established restaurateur with prior experience operating compliant, well-managed dining establishments in the region.

Restaurant, The Brine Provisions LLC Bldg. Area: 5,550 sq. ft.

Hours of Operation:

— Monday to Sunday: 11:00 AM to 9:00 PM

**Sec. 6-4. - Sale near schools, churches, etc.**

- a) It shall be unlawful for any person to sell or otherwise dispose of any alcoholic beverages from, and no permit shall be granted for, any premises situated within 300 feet or less distance of [a full time day care center as defined in R.S. 17:405(A)(4)], public playground or of a building occupied exclusively as a bona fide church, synagogue, public library, or school, except a school for business education as a business college or school. The 300 feet shall be interpreted to mean as a person walks using sidewalks from the nearest point of the property line of the public playground, church, synagogue, public library or school to the nearest point of the premises for which an alcoholic beverage permit is sought, as described in the application for permit.
- b) These restrictions shall not apply to any premises which are maintained as a bona fide hotel, railway car, or bona fide fraternal organization, nor shall they apply to any premises licensed to deal in alcoholic beverages for a period of one year prior to May 25, 1948.
- c) For the purposes of this section, the term "public library" shall mean a public library which is located in a permanent structure and is open to the public for three or more days per week.

(Code 1980, § 3-4; Ord. No. 79-2017, 6-20-2017)

Cross reference— Zoning, ch. 122.

State Law reference— Location restrictions authorized, R.S. 26:81, 26:281.

- Walkable Distance:
  - Proposed Walkable Distance from The Simple church property: **526 Ft. +/-**
  - Proposed Walkable Distance from Children’s Playground property: **384 Ft. +/-**

Previous Cases on Boardwalk:

- C-ALC-000104-2024(SC), Low content alcohol for on premise consumption at an event center for The Simple Church
  - MPC Public Hearing, approved on August 26, 2024
- C-ALC-000044-2023 – High and Low content alcohol at The Three Amigos.
  - MPC Public Hearing, approved on March 20, 2023

**V. PHYSICAL CONDITIONS:**

The subject tract contains an existing commercial building, which was previously occupied by a Nike retail store.

**VI. UNRESOLVED ISSUES:**

Note: Open containers of alcohol are not allowed to leave the premises. (Bossier City Ordinance Sec 6.8)12

**VII. PLANNING ANALYSIS:**

The Planning Staff feels that the following criteria must be considered.

**1. LAND USE (MASTER PLAN - 2013):**

**Future Land Use Plan:** Commercial Retail

**Thoroughfare Plan:** Property is accessed from Boardwalk a City Street.

**2. ZONING:**

The following zoning issues are relative to this request:

**Zoning District:** RFD (Riverfront Development District)

**Base Zoning District Requirements:**

- Minimum Yard Requirements: None.
- Height Restrictions; 2 stories or 35 ft., whichever is less.
- Yard requirements: Front 35', Side: 10', Rear 25'

**Adjacent Zoning:**

	<b>Zoning</b>
<b>North</b>	RFD Riverfront Development
<b>South</b>	RFD Riverfront Development
<b>East</b>	Boardwalk Boulevard
<b>West</b>	RFD Riverfront Development

**3. AIR INSTALLATION COMPATIBLE USE ZONE:**

AICUZ – Outside AICUZ Decibel Level Contour

**4. UTILITIES:**

Bossier City water & sewer.

**VIII. ATTACHMENTS:**

- Property Owner Certification
- Vicinity Map
- Zoning Map
- District Map
- FLU Map
- 300' Buffer Map
- Letter of Intent
- Proposed Site Plan
- Proposed Floor Plan
- Lease Contract
- Property Owners within 300'



# Property Owner Certification

## Application Instructions and Submittal Documents

1. **ALL** owners of record must sign this certificate and upload it into the Energov system.
2. If a company (including an LLC), corporation, partnership, or other group is an owner of the property, the signee must indicate company/corporate position/title **AND** submit substantiating documentation.
3. Any person signing with Power of Attorney for others must print the names of those individuals **AND attach** a notarized copy of the Power of Attorney.

### Application Type\*

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Alcohol                                     | <input type="checkbox"/> Final Plat              | <input type="checkbox"/> Planned Unit Development |
| <input type="checkbox"/> Annexation   | <input type="checkbox"/> Master Development Plan | <input type="checkbox"/> Preliminary Plat         |
| <input type="checkbox"/> Amended/Minor Plat                                     | <input type="checkbox"/> Miscellaneous Request   | <input type="checkbox"/> Small Cell Tower         |
| <input type="checkbox"/> BOA – Variance, Special Exception Use, Appeal          | <input type="checkbox"/> Off-Premise Sign Review | <input type="checkbox"/> Telecommunication Tower  |
| <input type="checkbox"/> Conditional Use (land use, parking, landscaping, etc.) | <input type="checkbox"/> On-Premise Sign Review  | <input type="checkbox"/> Temporary Use            |
|   |  | <input type="checkbox"/> Zoning Amendment         |

### Project Information

Name of Project\*: Picklr Brine Restaurant

Property Address\*: Building H: 240 Boardwalk Blvd Building H & Building M: 201 Boardwalk Blvd Building M, Bossier City, LA 71111  
*(If property address is not assigned, please indicate assessment number(s).)*

Tax Assessment Number\*: \_\_\_\_\_

### Property Owner Contact Information

CONFIDENTIAL

### Authorized Representative\*

I Jeremy Slaughter will represent myself; or I hereby designate Chris Elberson  
 (Property Owner) (Name of Project Representative)

to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request.

### Acknowledgment\*

1. I acknowledge that private deed restrictions or covenants may exist on the subject property. I recognize that neither the Bossier City – Parish Metropolitan Planning Commission (MPC) nor its staff may consider such deed restrictions or covenants, if any, when determining approval or denial of an application.
2. I understand that the application fee is nonrefundable.
3. Pending Application Expiration: The applicant understands that the application expiration timeframe begins when the applicant submits the application. Pending applications shall expire 180 days from the date of submittal.
4. I hereby certify that I am the owner of the property and further certify that the information regarding the property ownership provided as a part of this application is true and correct. (Attach additional pages if necessary)

Jeremy Slaughter  
 Property Owner(s) Signature

Digitally signed by Jeremy Slaughter  
 Date: 2025.11.20 12:58:00 -0600

11/20/25  
 Date

\_\_\_\_\_  
 Property Owner(s) Signature

\_\_\_\_\_  
 Date

\* Required information in order to process Application.

**LETTER OF INTENT — BRINE RESTAURANT**

*(For Bossier City MPC Alcohol Special Use Review)*

Bossier City–Parish Metropolitan Planning Commission  
City of Bossier City  
P.O. Box 5337  
Bossier City, LA 71171

**Re: Letter of Intent – Brine Restaurant (High-Content Alcohol Sales / Full-Service Restaurant & Bar)**

To Whom It May Concern,

This letter serves as the formal **Letter of Intent for Brine Restaurant**, located within the Louisiana Boardwalk in Bossier City, to operate as a **full-service restaurant and bar** offering a complete food menu and the on-premise sale of high-content alcoholic beverages.

Brine Restaurant will be operated by **Chef Gabriel Balderes**, the well-known and highly respected owner of **Zuzul Coastal Cuisine** and **El Cabo Verde**. Chef Balderes is recognized as a responsible restaurateur, a strong community partner, and a proven, reputable operator of successful dining establishments in our region. His long-standing reputation for maintaining safe, well-managed, and high-quality restaurants will guide the operations of Brine.

**1. Description of Proposed Use**

Brine Restaurant is intended to function as a **true full-service dining establishment**, including:

- A complete food menu with appetizers, entrées, and desserts
- A **full bar** offering cocktails, spirits, beer, and wine
- Indoor seating with table service and bar service
- A primary business model focused on food service with alcohol as a complementary component

**2. Alcohol Approval Status & Local Compliance**

Brine Restaurant has **already received approval from the Louisiana Alcohol & Tobacco Control (ATC)** for the sale of alcoholic beverages.

This Letter of Intent is submitted solely to satisfy the **local requirements of the Bossier City–Parish MPC** related to:

- Special use approval for high-content alcohol service
- Zoning compatibility
- Compliance with the Alcohol Density Conditional Use Overlay District

Brine will comply with all applicable laws, ordinances, and any conditions placed on the local approval.

### **3. Compatibility with Surroundings**

The restaurant and bar concept is fully compatible with the commercial and entertainment character of the Louisiana Boardwalk. Brine will enhance the area by providing a high-quality dining option for residents and visitors.

### **4. Community Contribution & Responsible Management**

Under the leadership of Chef Gabriel Balderes, Brine Restaurant will:

- Provide jobs for local residents
- Promote responsible alcohol service practices
- Maintain a safe, well-managed dining environment
- Contribute positively to the economic activity of the Boardwalk and the City of Bossier City

### **5. Request for Consideration**

We respectfully request approval from the MPC for **on-premise high-content alcohol sales** associated with Brine's operation as a full-service restaurant and bar.

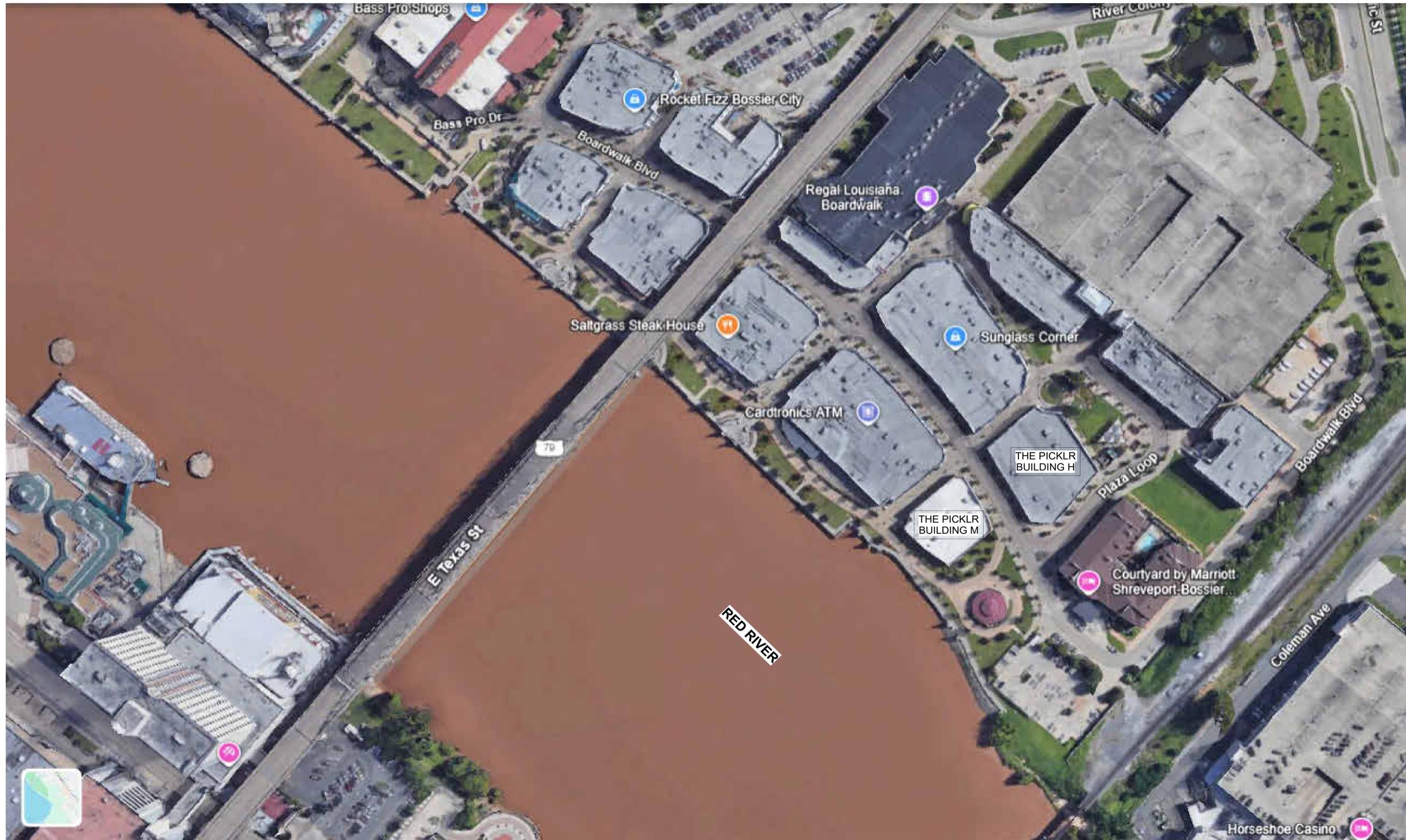
I remain available to provide any additional information, site plans, operational details, or documentation requested by staff.

Thank you for your consideration.

Respectfully,

*Gabriel Balderes*

Operating Partner, Brine Restaurant



Louisiana Boardwalk  
**The Picklr**  
Building M

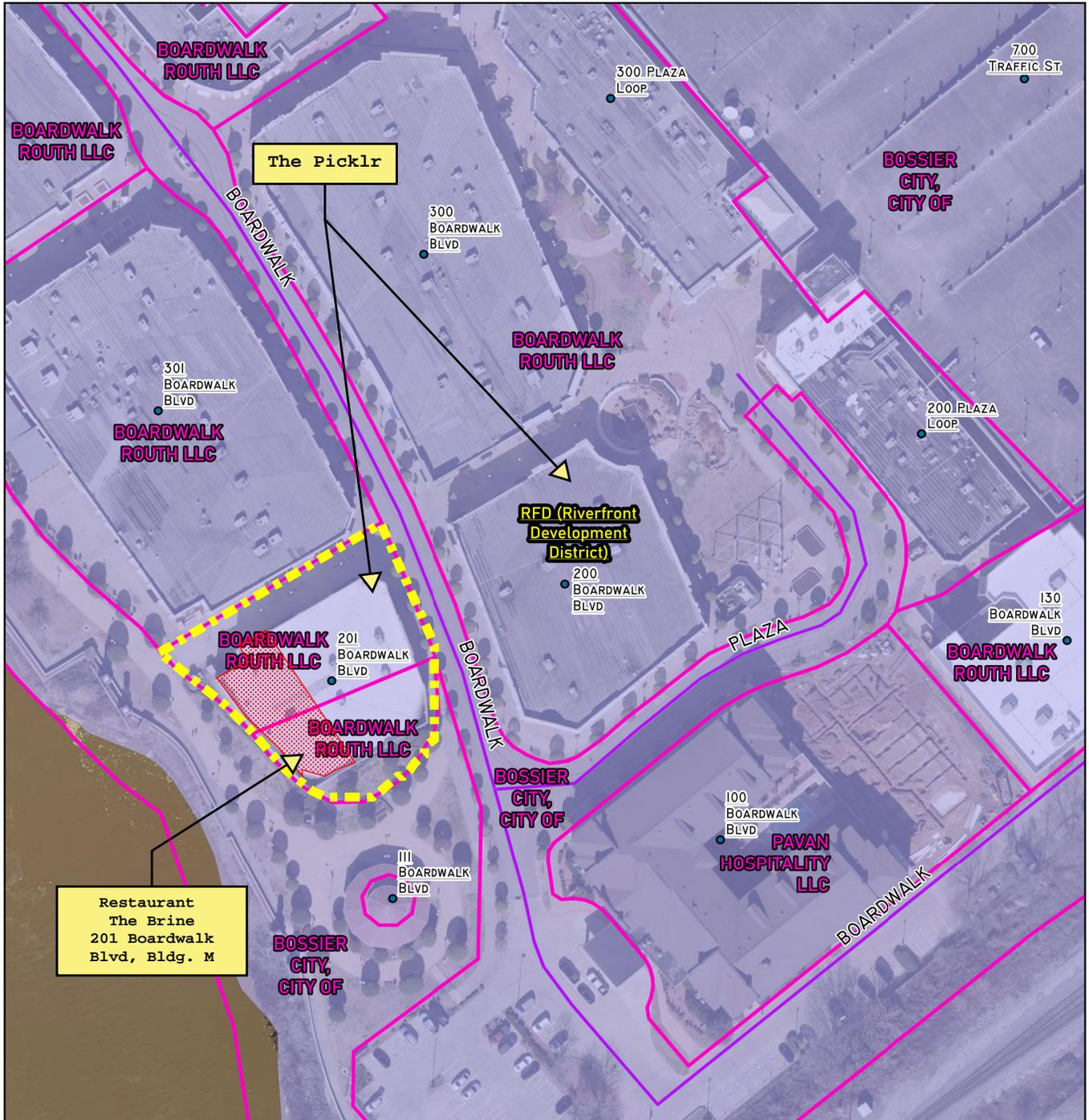
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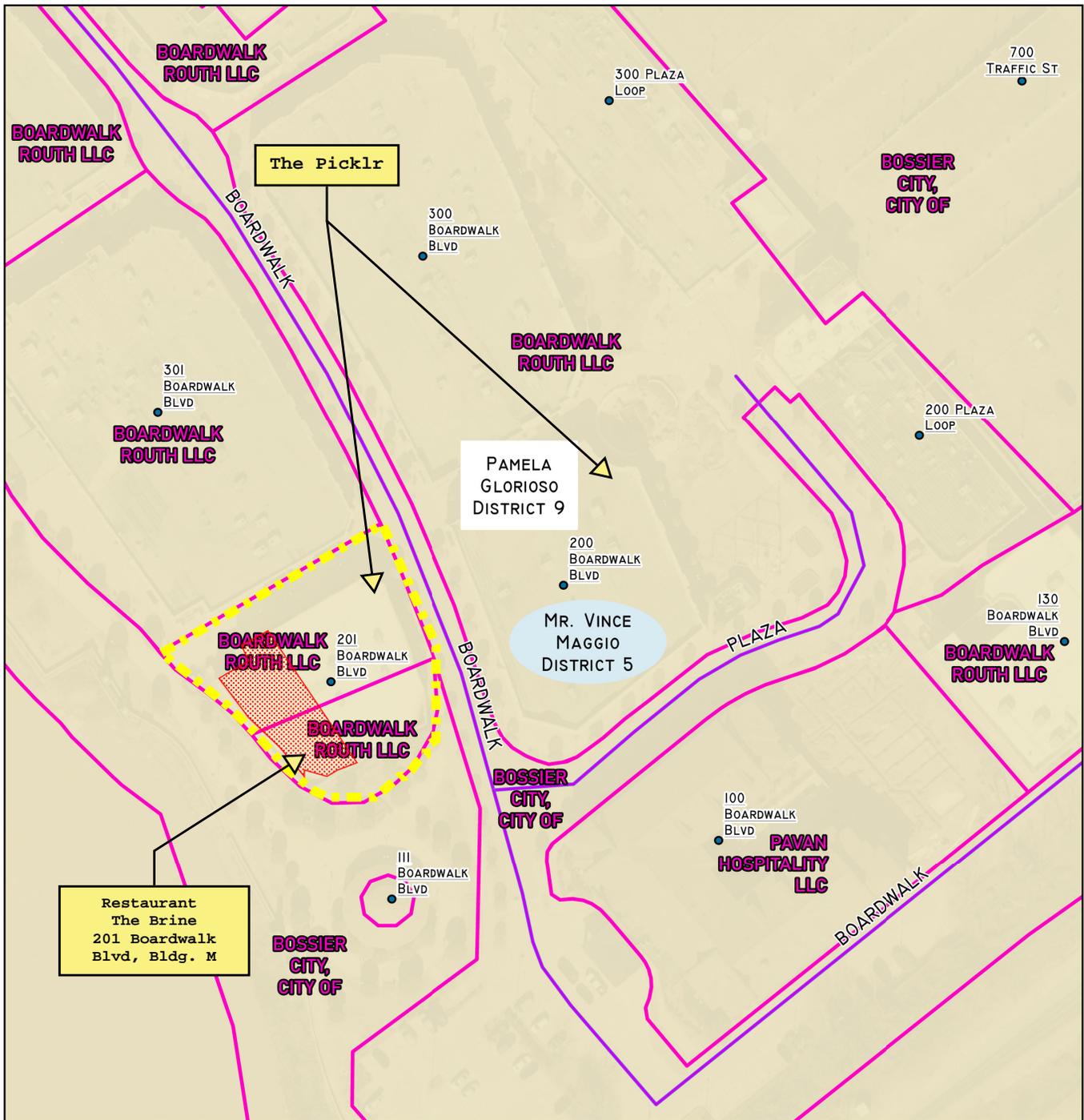
VICINITY MAP

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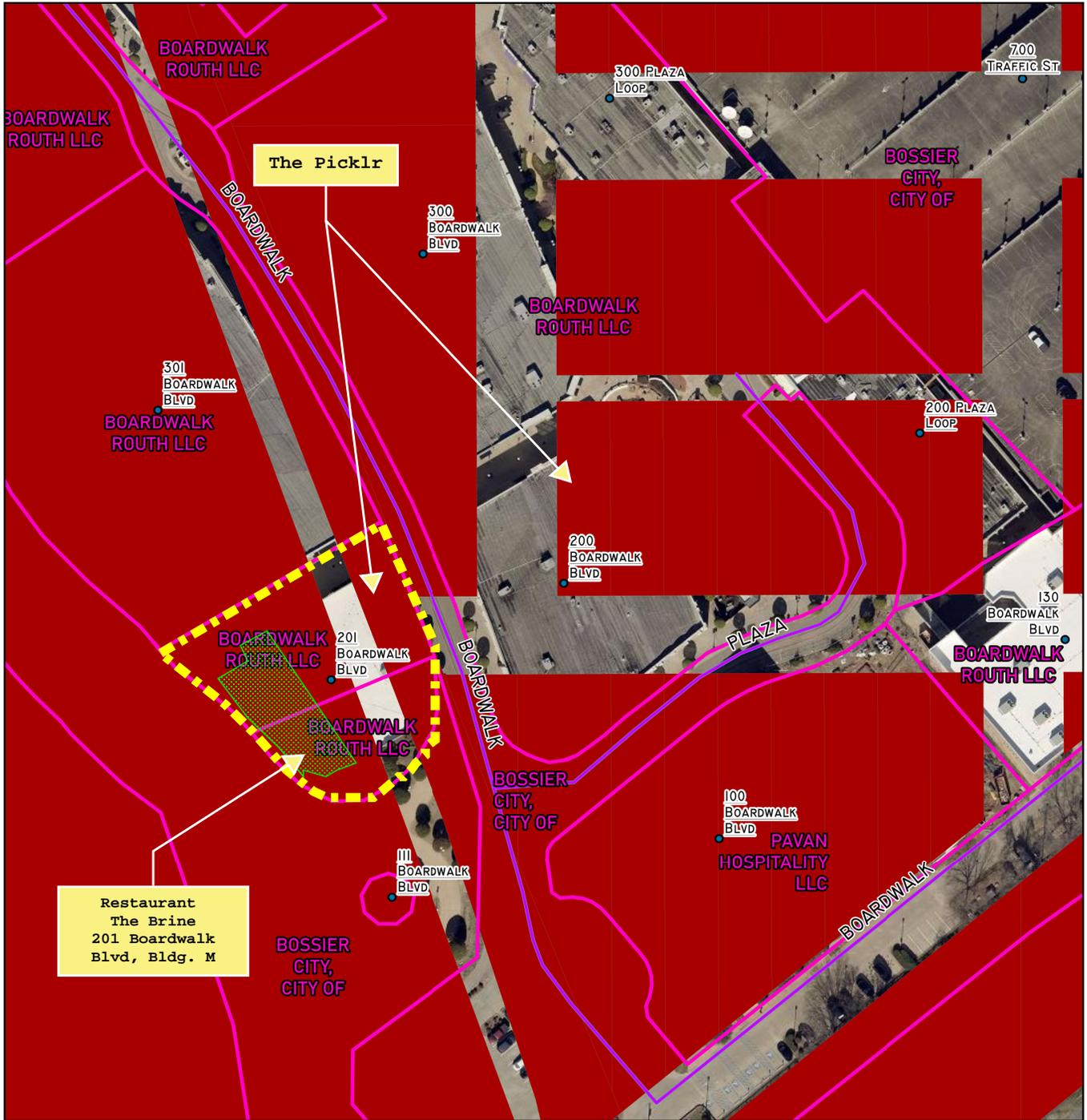
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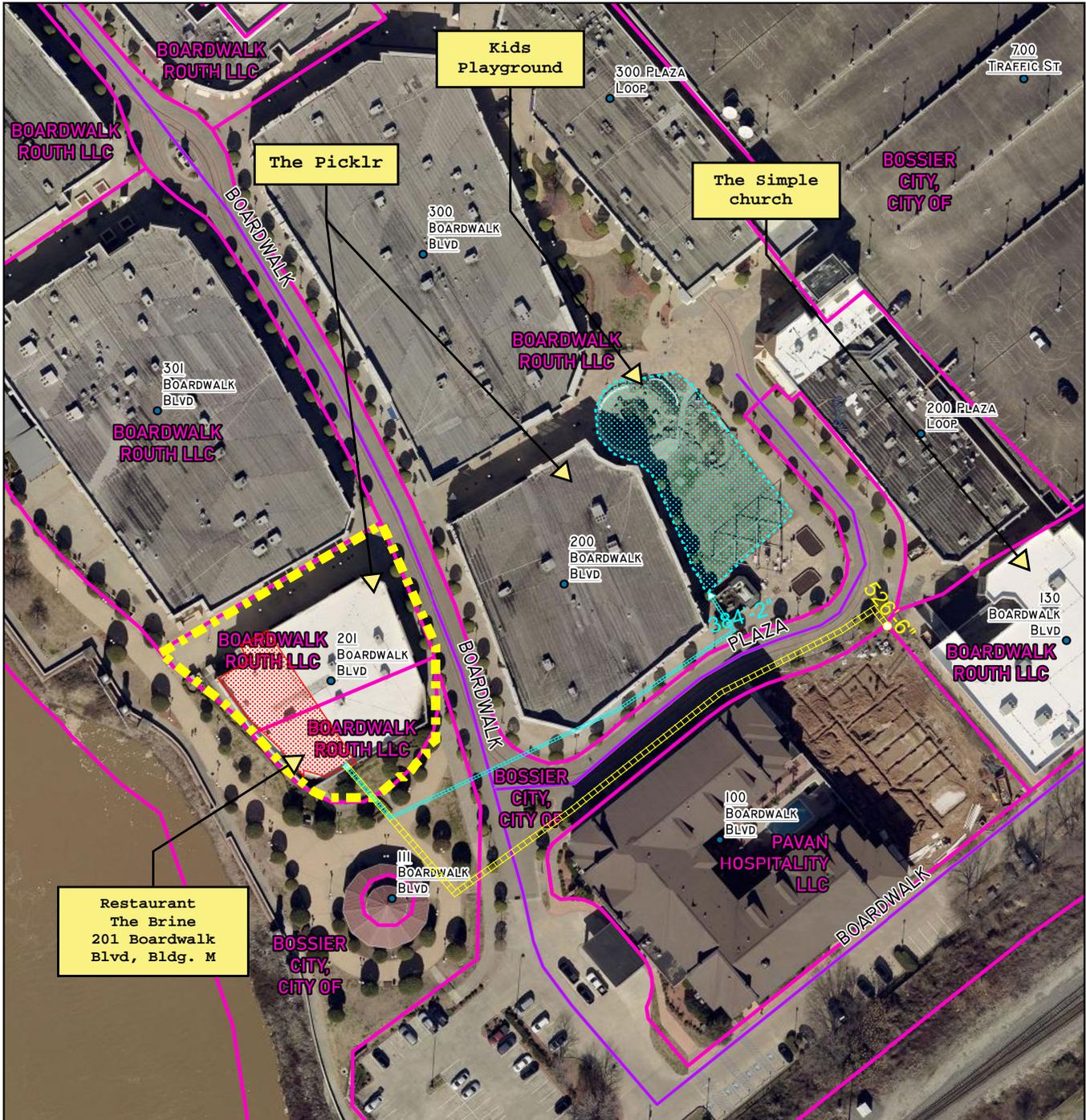
<ul style="list-style-type: none"> <li>● BOSSIER CITY ADDRESS (10) ZONE I</li> <li>— BOSSIER CITY ROAD (3)</li> <li>▭ PARCELS (13)</li> </ul>	<ul style="list-style-type: none"> <li>▭ RFD (RIVERFRONT DEVELOPMENT DISTRICT) (1)</li> </ul>		
<p><b>BOSSIER CITY—PARISH METROPOLITAN PLANNING COMMISSION</b></p> <p>PHONE 741-8824 — 820 BENTON RD. BOSSIER CITY, LOUISIANA 71111</p>	<p><b>ZONING MAP - BOSSIER</b></p> <p><b>201 Boardwalk Blvd, Bldg. M</b> <b>Bossier City, LA 71111</b></p>		<p>Bossier City-Parish Metropolitan Planning Commission Bossier Parish, LA</p>
	<p>Drawn by: Blunck</p>	<p>Map Revised: 1.02.26</p>	<p>C-ALC-000 215-2025 (SC)</p> <p>Page 9 of 257</p>



<ul style="list-style-type: none"> <li>● BOSSIER CITY ADDRESS (10)</li> <li>— BOSSIER CITY ROAD (3)</li> <li>▭ PARCELS (13)</li> </ul>	<ul style="list-style-type: none"> <li>▭ CITY DISTRICT 5 - VINCE MAGGIO (1)</li> <li>▭ BPPJ DISTRICT 9 - MS. PAM GLORIOSO (1)</li> </ul>		
<p>BOSSIER CITY-PARISH METROPOLITAN PLANNING COMMISSION PHONE 741-8924 - 920 BENTON RD. BOSSIER CITY, LOUISIANA 71111</p>	<p><b>DISTRICT MAP - BOSSIER</b></p> <p><b>201 Boardwalk Blvd, Bldg. M</b> Bossier City, LA 71111</p>	<p>Bossier City-Parish Metropolitan Planning Commission Bossier Parish, LA</p> <p>Drawn by: Blunck</p>	<p>C-ALC-000 215-2025 (SC)</p> <p>Page 10 of 257 Map Revised: 1.02.26</p>



<ul style="list-style-type: none"> <li>● BOSSIER CITY ADDRESS (10)</li> <li>— BOSSIER CITY ROAD (3)</li> </ul>	<ul style="list-style-type: none"> <li>▭ PARCELS (13)</li> <li>■ COMMERCIAL (43)</li> </ul>		
<p>BOSSIER CITY-PARISH METROPOLITAN PLANNING COMMISSION PHONE 741-8924 - 920 BENTON RD. BOSSIER CITY, LOUISIANA 71111</p>	<p><b>FLU MAP - BOSSIER</b></p> <p><b>201 Boardwalk Blvd, Bldg. M</b> <b>Bossier City, LA 71111</b></p>	<p>Bossier City-Parish Metropolitan Planning Commission Bossier Parish, LA</p>	<p>C-ALC-000 215-2025 (SC)</p>
	<p>Drawn by: Blunck</p>	<p>Map Revised: 1.02.26</p>	<p>Page 11 of 257</p>



<ul style="list-style-type: none"> <li>● BOSSIER CITY ADDRESS (10)</li> <li>— BOSSIER CITY ROAD (3)</li> <li>▭ PARCELS (13)</li> </ul>	<p style="text-align: right;">0    50    100 Feet</p>		
<p style="text-align: center;"><i>BOSSIER CITY-PARISH</i> METROPOLITAN PLANNING COMMISSION</p> <p style="text-align: center; font-size: small;">PHONE 741-8924 - 920 BENTON RD. BOSSIER CITY, LOUISIANA 71111</p>	<p style="text-align: center;"><b>300' BUFFER MAP - BOSSIER</b></p> <p style="text-align: center;"><b>201 Boardwalk Blvd, Bldg. M</b> <b>Bossier City, LA 71111</b></p>	<p style="text-align: center;">Bossier City-Parish Metropolitan Planning Commission Bossier Parish, LA</p> <p style="text-align: center;">Drawn by: Blunck    Map Revised: 1.02.26</p>	<p style="text-align: center;">C-ALC-000 215-2025 (SC)</p> <p style="text-align: center; color: red;">Page 12 of 257</p>

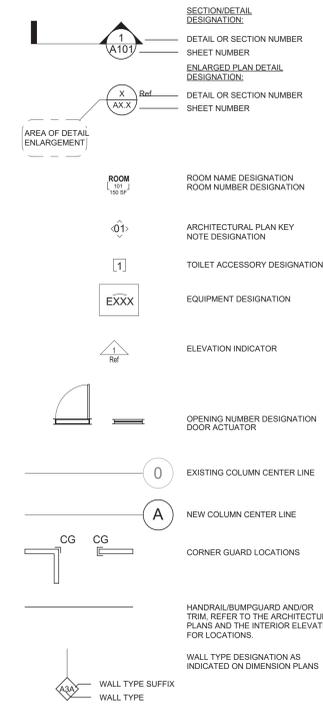


REVISION	DATE

Date: 04/23/2025

Drawn by: Author  
Project #: 2461  
Sheet:

**SYMBOLS:**



**WALL RATINGS LEGEND:**



**PLAN NOTES**

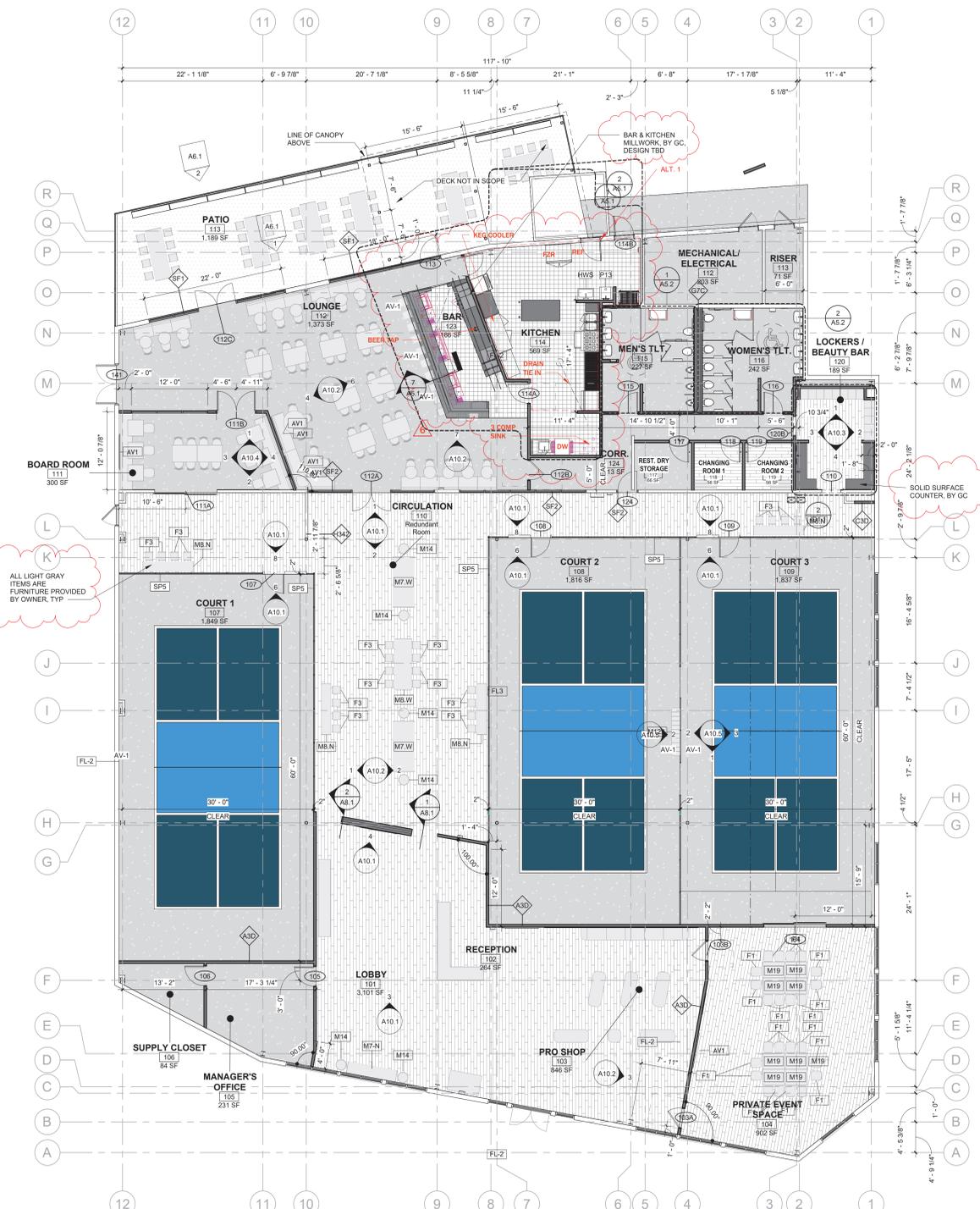
NO.	NOTES
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**GENERAL NOTES - ARCH PLAN**

- ALL WALLS TO BE TYPE A3A UNLESS OTHERWISE NOTED

**LEGEND:**

FINISH MATERIAL	FIXTURE + ACCESSORY	MILLWORK + FURNITURE	LIGHTING + EQUIPMENT
<b>PAINT:</b> P1 - WHITE P2 - BLACK P3 - PICKLER DARK GRAY P4 - PICKLER LIGHT GRAY P5 - PICKLER DARK BLUE P6 - PICKLER LIGHT BLUE <b>FLOORING:</b> FL1 - PICKLEBALL COURT FLOORING FL2 - LUXURY VINYL PLANKS (LVP) FL3 - EXISTING CONCRETE FLOOR FL4 - BLACK FLOOR MAT FL5 - PATIO DECKING <b>BASE:</b> B1 - RUBBER BASE <b>TILE:</b> T1 - WALL TILE, FULL HEIGHT T2 - WALL TILE, WAINGSOT T3 - WALL TILE, SHOWER & CHANGING ROOMS T4 - FLOOR TILE, SMALL FORMAT T5 - FLOOR TILE, LARGE FORMAT <b>TRANSITIONS:</b> TR1 - TRANSITION OF LUXURY VINYL PLANK AT COURT FLOORING AND CONCRETE TR2 - TRANSITION OF TILE AT WALLS TR3 - TRANSITION AT TILE FLOOR - LVP <b>SPECIALTY:</b> SP1 - EMERGENCY UNIT SP2 - FIBER REINFORCED PANEL SP3 - SOLID SURFACE SP4 - GLASS SP5 - FENCING SP6 - COURT NETTING SP7 - COURT WALL PROTECTION SP8 - GUARDRAIL SP9 - SUSPENDED SOUND CLOUD SP10 - HANDRAIL SP11 - OVERHEAD ROLL-UP DOOR	<b>PLUMBING:</b> P1 - TOILET - FLOOR MOUNT P2 - TOILET - WALL HUNG P3 - URINAL P4 - SINK - WALL MOUNT P5 - SINK - UNDERCOUNTER P6 - FAUCET P7 - SHOWERHEAD - FIXED P8 - SHOWERHEAD - HANDHELD P9 - SHOWER CONTROLS P10 - SHOWER COMPARTMENT P11 - SHOWER DRAIN COVER P12 - DRINKING FOUNTAIN P13 - MOP SINK P14 - MOP SINK FAUCET P15 - WATER HEATER P16 - FAUCET - KITCHENETTE <b>ACCESSORY:</b> A1 - TOILET PARTITIONS A2 - TOILET PAPER/SEAT COVER COMBO A3 - TOILET PAPER HOLDER A4 - TOILET SEAT COVER A5 - GRAB BAR A6 - SOAP DISPENSER A7 - TOWEL DISPENSER A8 - SHOWER TRANSFER SEAT A9 - SOAP DISPENSER - SHOWER A10 - SANITARY PRODUCT DISPENSAR A11 - WASTE BIN - FREESTANDING A12 - WASTE BIN - MOUNTED A13 - HOOKS A14 - MIRROR, COUNTER A15 - MIRROR - FULL HEIGHT A16 - BABY-CHANGING STATION A17 - TOWEL DISPENSER/WASTE BIN COMBO <b>HARDWARE:</b> H1 - SHOWER DOOR HINGE H2 - SHOWER DOOR PULL H3 - SHOWER DOOR PULL H4 - DOOR PULL	<b>MILLWORK:</b> M1 - DESK M2 - BACK BAR CABINET M3 - SLAT WALL - SEE DETAILS M4 - PADDLE RACK DISPLAY M5 - SLAT WALL COVER CAB M6 - M6 C-ISLAND DISPLAY W/ CAP M7 - LOUNGE BENCH - WIDE M7N - LOUNGE BENCH - NARROW M8 - BAR HEIGHT TABLE - DOUBLE SIDED M8N - HIGH-TOP TABLE - SINGLE SIDED M9 - POOLUM SET M10 - COURT ENTRY PANEL W/ PADDLE DISPLAY M11 - COURT ENTRY GATE M12 - WOOD BENCH - LONG M12S - WOOD BENCH - SHORT M13/M13P - WAINGSOT - COMMUNITY ROOM M14 - END TABLE M15 - LOCKERS - 2 DOOR M15S - LOCKERS - 3 DOOR M16 - LOCKERS - END PANEL M16C - SLOCCAN FENCE PANEL M17 - CUBBIE STORAGE M18 - ADA BENCH M19 - TABLE TOP M20 - PARTNER DISPLAY M21 - PICKLER UP RACK <b>FURNITURE:</b> F1 - CHAIR F2 - TABLE BASE F3 - BAR STOOL F4 - PORTABLE BLEACHERS	<b>LIGHTING:</b> L1 - SUSPENDED HIGH BAY L2 - SUSPENDED DOWNLIGHT L3 - CIRCULAR PENDANT L4 - SUSPENDED DOWNLIGHT L5 - WALL SCONCE L6 - WALL SCONCE L7 - RECESSED CAN - SMALL L8 - RECESSED CAN - LARGE L9 - LINEAR DOWNLIGHT L10 - EXHAUST FAN / LIGHT COMBO L11 - PENDANT L12 - WATERER DOWNLIGHT L13 - SUSPENDED DOWNLIGHT L14 - EMERGENCY LIGHT L15 - EXIT LIGHT L16 - EXHAUST FAN <b>AUDIO-VISUAL:</b> AV1 - TV AV2 - SPEAKER AV3 - SECURITY CAMERA AV4A - AI WINGFIELD NET UNIT AV4B - AI WINGFIELD UNIT CAMERA <b>APPLIANCE:</b> AP1 - DISPLAY GRAB N' GO AP2 - COURT CLEANING MACHINE AP3 - BALL MACHINE <b>SIGNAGE - WAYFINDING:</b> GRAPHICS GR1 - BRANDED WINDOW VINYL LOGO LOGO - LOGO AT NET LG2B - LOGO AT COURT WALL LG2B - BLACK LETTERS/WHITE WALL LG2W - LOGO AT COURT WALL LG2W - WHITE LETTERS/BLACK WALL LG3 - LOGO AT FRONT COUNTER <b>SIGNAGE:</b> SG1 - COURT MARKER NUMBER SG2B - ILLUMINATED HERO SIGN BLACK LETTERS/WHITE WALL SG2W - ILLUMINATED HERO SIGN WHITE LETTERS/BLACK WALL



**1 ARCHITECTURAL FLOOR PLAN - OVERALL**  
SCALE: 1/8" = 1'-0"



SCMDAL ASSOCIATES, LLC  
ARCHITECTURAL FLOOR PLAN  
This drawing and design is the property of SCMDAL Associates, LLC. They are submitted on the condition that they are not to be used, reproduced, or copied in whole or part, without the written consent of SCMDAL Associates, LLC. All common law rights of copyright in drawings are hereby specifically reserved.  
04/08/2025

Louisiana Boardwalk  
**The Pickler**  
Building M

DATE	REVISION	DATE
04/23/2025	1	02/28/2025
04/23/2025	2	04/23/2025
06/04/2025	3	06/04/2025
7/15/2025	4	7/15/2025
8/28/25	5	8/28/25

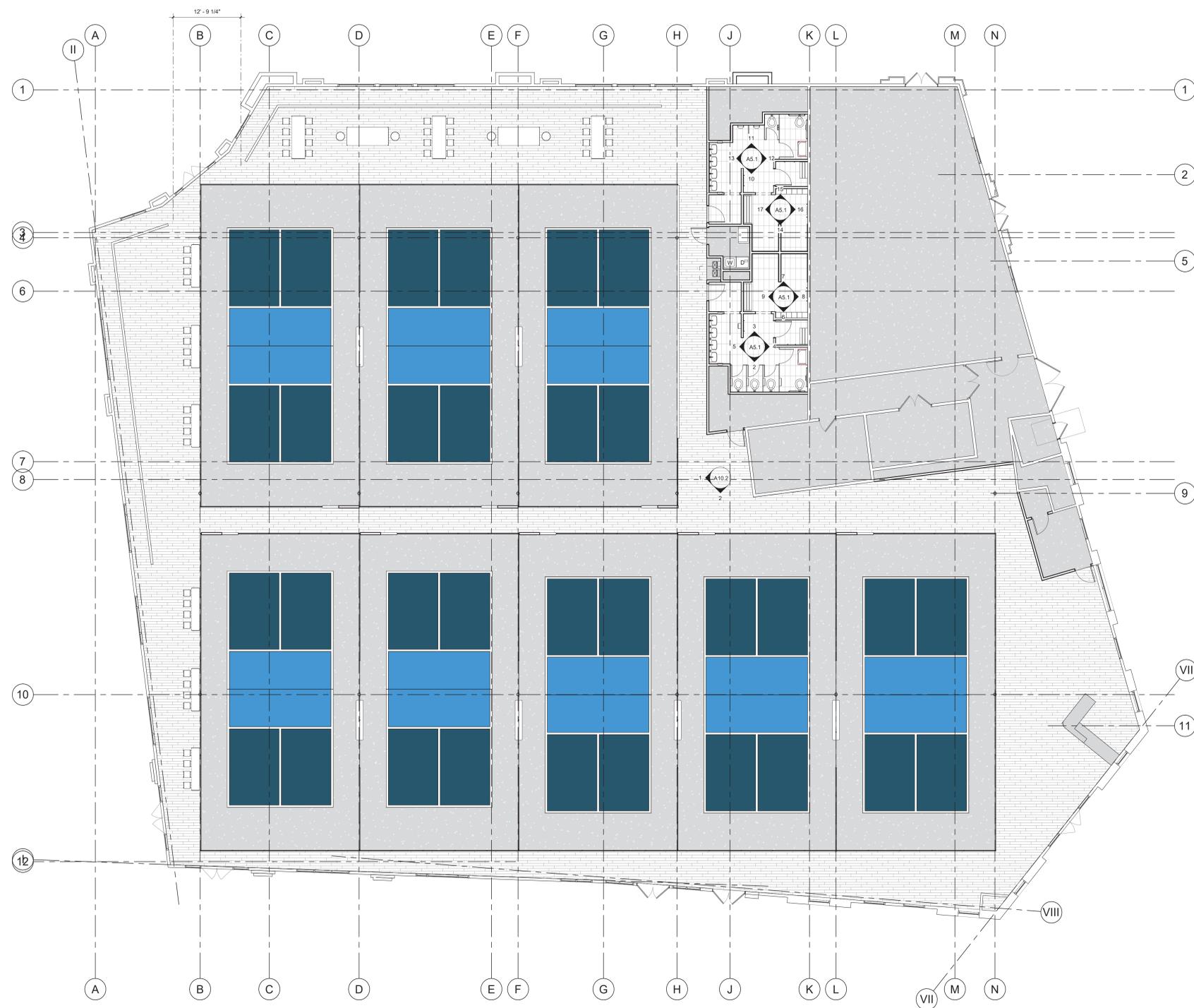
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Project #: 2461  
Sheet:  
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ARCHITECTURAL FLOOR PLAN

Autodesk Docs//2461\_Pickler at the Boardwalk/2461\_Pickler\_Bldg M.rvt 10/1/2025 1:10:35 PM

**GENERAL NOTES - DIMENSION PLAN**

- A. CONSTRUCTION AND INSTALLATIONS SHALL CONFORM TO ALL FEDERAL, STATE AND LOCAL ORDINANCES, CODES, ETC.
- B. DIMENSION PLANS ARE INTENDED TO SHOW DIMENSIONS AND WALL TYPES, WALL RATINGS, WALL SECTIONS, BUILDING SECTION INDICATORS, EXTERIOR ELEVATION INDICATORS, PLAN DETAIL INDICATORS, AND DIMENSION PLAN KEY NOTES. REFER TO THE ARCHITECTURAL PLANS FOR ADDITIONAL PLAN KEY NOTES, INTERIOR ELEVATION MARKS AND INFORMATION RELATED TO OTHER ASPECTS OF THE PROJECT.
- C. ALL DIMENSIONS ARE TAKEN FROM COLUMN CENTERLINES TO THE FACE OF FINISH, FACE OF MASONRY, CONCRETE, OR EXISTING FINISHES, UNLESS NOTED OTHERWISE.
- D. VERIFY ALL CRITICAL DIMENSIONS WITHIN AND/OR RELATED TO THE SITE AND/OR EXISTING BUILDING, DIMENSIONS AND CONDITIONS INDICATED WERE DETERMINED BY VISUAL SURVEY. CONTRACTOR SHALL OBTAIN AND VERIFY ALL DIMENSIONS AND CONDITIONS AT JOB SITE AND BE FULLY RESPONSIBLE FOR THE SAME. IF DISCREPANCY IS FOUND, THE CONTRACTOR SHALL CONTACT THE ARCHITECT AND THE ARCHITECT SHALL DETERMINE THE CRITICAL DIMENSIONS TO BE HELD. THE CONTRACTOR SHALL SUBMIT TO THE ARCHITECT, FOR REVIEW, A DIMENSIONED INTERIOR WALL LAYOUT PRIOR TO ANY INTERIOR WALL CONSTRUCTION.
- E. DIMENSIONS ARE TAKEN TO THE 4'-0" PLANE ABOVE FINISHED FLOOR.
- F. ALL NEW INTERIOR PARTITIONS SHALL BE WALL TYPE "ASD" UNLESS OTHERWISE INDICATED.
- G. ALL FIRE RATED ASSEMBLIES WITH RECESSED WALL ACCESSORIES AND/OR PENETRATIONS, I.E. RECEPTACLES, CONDUITS, DUCTS, PIPING, FIRE EXTINGUISHER CABINETS, RECESSED FILM VIEWERS, PAPER TOWEL DISPENSER, ETC. SHALL BE CONSTRUCTED TO MAINTAIN THE DESIGNATED RATED ASSEMBLY.
- I. FINISHED FLOOR ELEVATIONS ARE FROM THE FACE OF THE FINISHED SUBSTRATE, I.E. CONCRETE DECK, CONCRETE SLAB, ETC.
- K. VERIFY LOCATION AND SIZE OF ALL RECESSES, PLUMBING CHASES AND MECHANICAL SHAFTS PRIOR TO CONSTRUCTION.
- L. ALL EXTERIOR WALLS SHALL BE FRAMED OUT OF 16 GAUGE, 6" METAL STUD AT 16" ON CENTER, UNLESS NOTED OTHERWISE. REFER TO THE STRUCTURAL DRAWINGS.
- M. INSTALL MINERAL WOOL INSULATION IN ALL EXPANSION JOINTS THROUGH THE FLOOR AND ROOF SLABS, CONTINUOUS. PROVIDE FIRE RATED EXPANSION JOINTS WITH MINERAL WOOL INSULATION BLANKET AT ALL RATED ASSEMBLIES.
- N. ALL INTERIOR MASONRY WALLS SHALL BE RUNNING BOND PATTERN UNLESS NOTED OTHERWISE.
- O. ALL PENETRATIONS THROUGH FLOORS, CHASES, SHAFTS AND FIRE RATED ASSEMBLIES SHALL BE SLEEVED PER THE REQUIRED TEST AND FIRE-STOPPED.
- P. ALL PENETRATIONS THROUGH FLOOR SLABS, I.E. CONDUITS, DUCTS, PIPING, PNEUMATIC TUBE, ETC. SHALL BE FIRE STOPPED AND SEALED AS REQUIRED TO PROVIDE THE ASSEMBLY RATED DESIGNATED AND SHALL BE WATERTIGHT.
- Q. PROVIDE FULL HEIGHT METAL STUDS (20 GAUGE MINIMUM) TO THE FLOOR OR ROOF DECK ABOVE AT ALL CORNERS, DOOR FRAMES, BORROWED LIGHTS FRAME, BEHIND WALL MOUNTED EQUIPMENT AND BEHIND WALL MOUNTED CASEWORK.
- R. ALL TRADES ARE REQUIRED TO VISIT THE SITE AND DETERMINE THAT ALL WORK CAN BE ACHIEVED IN A COMPLETE MANNER UNDER THEIR BID.
- S. EXTENDED CMU PARTITIONS TO UNDERSIDE OF STRUCTURAL DECK ABOVE. TERMINATE PARTITION FROM THE STRUCTURE. PACK MINERAL WOOL INSULATION IN VOID SPACE BETWEEN TOP OF WALL AND STRUCTURAL DECK.
- T. PACK MINERAL WOOL INSULATION IN VOID SPACE BETWEEN STRUCTURAL DECK AND TOP OF ALL FIRE-RATED ASSEMBLIES. PROVIDE FIRE-RATED SEALANT AT ALL FIRE-RATED ASSEMBLIES.
- U. ALL INTERIOR WALLS, INCLUDING THE METAL STUD FRAMING, ACoustICAL INSULATION AND GYPSUM WALLBOARD SHALL EXTEND UP TO THE FLOOR OR ROOF DECK ABOVE.
- V. ALL NEW OR EXISTING SOUND, SMOKE OR FIRE RATED WALLS SHALL EXTEND FROM FLOOR SUBSTRATE TO THE UNDERSIDE OF FLOOR OR ROOF DECK ABOVE AND SHALL BE FULLY FIRE STOPPED AND SEALED AS REQUIRED TO PROVIDE THE ASSEMBLY RATING DESIGNATED.
- W. ALL VERTICAL OR HORIZONTAL DUCTS, PIPING, CONDUIT, ETC. (SHOWN OR NOT) SHALL BE BOXED OUT TO MATCH ADJACENT WALL CONSTRUCTION.
- X. RATED WALL DESIGNATIONS ARE SHOWN THROUGH OPENINGS TO INDICATE THAT THE WALL CONSTRUCTION ABOVE THE OPENING HAS THE SAME RATING AS THE CONSTRUCTION ON EITHER SIDE OF OPENING.
- Y. PROVIDE ACCESS PANELS IN WALLS WHERE SERVICE TO MECHANICAL, PLUMBING, ELECTRICAL, ETC. ELEMENTS WILL NEED TO BE ADJUSTED, I.E. CLEAN OUTS, VALVES, DAMPERS, ETC. ACCESS PANELS SHALL BE OF THE SAME RATING AS THE ADJACENT WALL CONSTRUCTION.
- Z. PROVIDE BLOCKING BEHIND ALL WALL MOUNTED HANDRAILS, BUMPER RAILS, TOILET ACCESSORIES, SCONCES, ETC.
- AA. ALL CORRIDORS, HALLWAYS, PASSAGES, ETC. WALLS SHALL BE CONSTRUCTED TO BE SMOKE TIGHT AND SMOKE RESISTANT UNLESS NOTED OTHERWISE.
- AB. REFER TO A2.0 SHEET FOR PLAN SYMBOLS LEGEND.
- AC. REFER TO A2.0 SHEET FOR WALL RATING ASSEMBLY DETAILS.

PLAN NOTES	
NO.	NOTES



**1 DIMENSION PLAN - 1ST FLOOR**  
SCALE: 1/8" = 1'-0"



**NOT PRELIMINARY FOR CONSTRUCTION**

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LEASE

BY AND BETWEEN

BOARDWALK ROUTH, LLC,  
A LOUISIANA LIMITED  
LIABILITY COMPANY

"LANDLORD"

AND

Louisiana Pickleball Partners,  
LLC

---

"TENANT"

BOSSIER CITY, LOUISIANA

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EXHIBIT D – RULES AND REGULATIONS

EXHIBIT E - EXCLUSIVE/PROHIBITED USES

EXHIBIT F – TENANT’S SIGNAGE/CONSTRUCTION PLANS

EXHIBIT G – PICKLR ADDENDUM

**LEASE**

**ARTICLE 1  
PARTIES**

This Lease, dated as of the 28th day of May, 2025 ("Effective Date"), is made by and between BOARDWALK ROUTH, LLC, a Louisiana limited liability company ("Landlord"), and Louisiana Pickleball Partners, LLC ("Tenant").

**ARTICLE 2  
TERMS AND DEFINITIONS**

**2.1 Definitions.** For purposes of this Lease, the following terms shall have the following meanings:

Lease Term:	Ten (10) Lease Years	(Section 4.1)
Option(s) to Extend:	Three (3) Five (5) Lease Year Option Terms.	(Section 4.4)
Rental Commencement Date:	Rent will commence three (3) months following lease execution.	(Section 5.1)
Gross Rent:	Year One after Rental Commencement Date, Gross Annual Rent shall be \$0 per year (based upon \$0 per square foot of floor area within the Premises) payable in twelve (12) equal monthly installments of \$0.	
	Year Two after Rental Commencement Date, Gross Annual Rent shall be \$256,964.50 per year (based upon \$6.50 per square foot of floor area within the Premises) payable in twelve (12) equal monthly installments of \$21,414.	
	Year Three after Rental Commencement Date, Gross Annual Rent shall be increased to \$316,264.00 per year (based upon \$8.00 per square foot of floor area within the Premises) payable in twelve (12) equal monthly installments of \$26,355.00.	
	Year Four after Rental Commencement Date, Gross Annual Rent shall be increased to \$355,797.00 per year (based upon \$9.00 per square foot of floor area within the Premises) payable in twelve (12) equal monthly installments of \$29,650.00.	
	Year Five after Rental Commencement Date, Gross Annual Rent shall be increased to \$395,330.00 per year (based upon \$10.00 per square foot of floor area within the Premises) payable in twelve (12) equal monthly installments of \$32,944.00.	
	Year Six after Rental Commencement Date, Gross Annual Rent shall be increased to \$434,863.00 per year (based upon \$11.00 per square foot of floor area within the Premises) payable in twelve (12) equal monthly installments of \$36,239.00.	
	Year Seven after Rental Commencement Date, Gross Annual Rent shall be increased to \$454,630.00 per year (based upon \$11.50 per square foot of floor area within the Premises) payable in twelve (12) equal monthly installments of \$37,886.00.	
	Year Eight after Rental Commencement Date, Gross Annual Rent shall be increased to \$474,396.00 per year (based upon \$12.00 per square foot of floor area within the Premises) payable in twelve (12) equal monthly installments of \$39,533.00.	
	Year Nine after Rental Commencement Date, Gross Annual Rent shall be increased to \$494,163.00 per year (based upon \$12.50 per square foot of floor area within the Premises) payable in twelve (12) equal monthly installments of \$41,180.00.	
	Year Ten after Rental Commencement Date, Gross Annual Rent shall	

be increased to \$513,929.00 per year (based upon \$13.00 per square foot of floor area within the Premises) payable in twelve (12) equal monthly installments of \$42,827.00.  
Three Five-Year options subject to 3% annual increases.

Percentage Rent: Six percent (6%) of Gross Sales in excess of the Gross Sales Break Point. No percentage rent for the first 12 months of the lease.

Address for Notices: To Landlord:  
  
Boardwalk Routh, LLC  
540 Boardwalk Boulevard Bossier City, LA 71111  
Fax: 318.752.1466  
Phone: 318.752.1455

To Tenant:

Picklr  
Attn:

LA  
Phone:

Security Deposit: Intentionally Omitted.

Premises: That certain space M205, H230 and H240 shown on the Site Plan attached hereto as Exhibit "A" containing approximately Thirty-Nine Thousand Five Hundred Thirty-Three (39,533) square feet of floor area.

Tenant's Trade Name: Picklr

Use of Premises: The Premises shall be used solely for any and all aspects of the operation of a pickle ball facility (franchised by Picklr), including, but not limited to, retail sales and rental of pickle ball gear, clothing, accessories, food, beverages, snacks, alcohol, general wellness and related services and for no other use, purpose, or trade name whatsoever. This use shall include a bar concept with on-site consumption of alcoholic beverages. Notwithstanding the foregoing, in no event shall Tenant use or permit the use of the Premises for any purposes which would breach any covenant of or affecting Landlord concerning radius, location, use or exclusivity in any other lease, financing agreement, or other agreement relating to the Project including, without limitation, the exclusive/prohibited uses set forth on Exhibit "E".

Project: Louisiana Boardwalk, a retail entertainment center, referred to herein as the "**Project**," and the common area associated with the Project. The Project is composed of a mixed-use development consisting of retail stores, restaurants, a movie theater, live entertainment, offices, and hotel(s), all situated along the Red River, in Bossier City (the "**City**"), Louisiana and as generally depicted on Exhibit "A".

This Section 2.1 is intended to supplement and/or summarize the provisions set forth in the balance of this Lease. If there is any conflict between any provision contained in this Section 2.1 and the balance of this Lease, the balance of this Lease shall control.

**2.2 Exhibits.** The following drawings, documents and special provisions are attached hereto as Exhibits and made a part of this Lease.

**Exhibit "A":** "Site Plan" of the Project. Tenant acknowledges that Landlord will not own certain portions of the Project, including a public street intersecting the Project and a parking structure ("**Parking Structure**") serving the Project (both of which will be owned by the City) and certain other portions of the Project that Landlord may transfer to third parties from time to time. Nevertheless, the term Project and/or common areas shall include any land and improvements within the Project as it exists as of the Effective Date and all land and improvements adjacent to that portion of the Project owned by Landlord which Landlord elects in its discretion to include as part of the Project. The term "Project" shall exclude those portions of the Project which Landlord

elects to de-annex from the Project. Tenant acknowledges that Landlord shall have the unilateral right at any time to and may add land to and/or withdraw land from the Project, expand, reduce, relocate, remove, demolish, renovate or construct any existing or new improvements at the Project and/or the common area without Tenant's consent provided, however, unless required to do so by applicable governmental authority or laws and except as set forth on the site plan attached hereto as Exhibit "A", Landlord shall not make any changes that materially and adversely impact the visibility of the Premises or ingress or egress to and from the Premises. Notwithstanding anything herein to the contrary, Landlord represents that it shall initially construct the Project as substantially depicted on Exhibit "A".

**Exhibit "B"**: Certification of Effective Date or Rental Commencement Date

**Exhibit "C"**: Construction provisions and description of work to be performed by Landlord ("**Landlord's Work**") and by Tenant ("**Tenant's Work**") in or on the Premises.

**Exhibit "D"**: Rules and Regulations

**Exhibit "E"**: List of Exclusive/Prohibited Uses.

**Exhibit "F"**: Tenant's Signage/Construction Plans.

**Exhibit "G"**: Picklr Addendum.

### **ARTICLE 3 PREMISES**

#### **3.1 Demise of Premises.**

- (a) Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, which Premises are situated on the Project. This Lease is subject to the terms, covenants and conditions herein set forth, and Tenant covenants as a material part of the consideration of this Lease to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed. As used in this Lease, the term "**floor area**" shall mean and include all areas designated by Landlord for the exclusive use and occupancy of a tenant, as measured from the center of demising walls or partitions that separate tenants to the outside surface of the permanent outer building walls (and extensions, in the case of openings), including, without limitation, restrooms, mezzanines, patios, warehouse or storage areas, clerical or office areas and employee areas. All computations of floor area for purposes of this Lease shall be made by Landlord in Landlord's reasonable judgment in accordance with the foregoing definition.
- (b) The Premises contain approximately the number of square feet of floor area specified in Section 2.1. At any time during the Lease Term, Landlord shall have the right, but not the obligation, to cause its architect to measure the floor area of the Premises and/or the Project or any portion thereof. If there is a deviation from the number specified in Section 2.1, this Lease shall be amended to reflect the actual floor area of the Premises, and the Gross Rent and additional rent based on such actual floor area. In that event, the Gross Rent specified in Section 2.1 shall be multiplied by a fraction, the numerator of which shall be the total number of square feet in the Premises after such measurement and the denominator of which shall be the total number of square feet in the Premises specified in Section 2.1.

If Tenant disputes the number of square feet of floor area of the Premises as determined by Landlord or Landlord's architect, within thirty (30) days of delivery of the Premises or receipt of any remeasurement notice by Landlord, Tenant may provide Landlord with a written certification from Tenant's licensed architect of Tenant's architect's measurement of the Premises in accordance with the standard of measurement set forth above. If Landlord and Tenant are unable to mutually agree on the number of square feet of floor area of the Premises, Landlord and Tenant shall submit the matter to a reputable, licensed architect mutually selected and equally paid for by Landlord and Tenant, and the determination of such architect made in accordance with the standard of measurement of floor area set forth above shall be conclusive and binding on Landlord and Tenant. All rentals and other charges shall be adjusted accordingly, and Landlord and Tenant shall execute an amendment to this Lease certifying the amended number of square feet of floor area of the Premises and the rentals to be paid.

**ARTICLE 4  
LEASE TERM**

**4.1 Commencement of Term.** The covenants and undertakings of Landlord and Tenant under this Lease shall be effective as of the Effective Date in Article 2 and shall continue thereafter for the period of the Lease Term set forth in Section 2.1, unless sooner terminated as hereinafter provided. The Lease Term shall be computed from the first day of the first full calendar month immediately following the Effective Date or from the Effective Date, if the Effective Date occurs on the first day of the month. Except as otherwise specifically stated in this Lease, the "**Lease Term**" shall include the initial term and any extension, renewal or holdover thereof. The term "**Lease Year**" shall mean each consecutive twelve (12) month period from and after the Effective Date until expiration of the Lease Term. Tenant shall deliver to Landlord each of the following prior to Landlord's substantial completion of Landlord's Work (and at the particular times specified for each, if any, herein) and Landlord shall not be obligated to deliver possession of the Premises to Tenant until Landlord has received from Tenant all of the following: (a) the Security Deposit referenced in Section 2.1; (b) the first full-monthly installment of Gross Rent; (c) executed copies of policies of insurance or certificates thereof (as required under Article 9; (d) copies of governmental permits and authorizations (as required under this Lease, which Tenant shall use its best efforts to obtain); (e) final plans for Tenant's Work, as required by Landlord; and (f) a copy of Tenant's building permit. Tenant shall pay to Landlord the sums specified in subsections (a) through (c) when Tenant first delivers to Landlord the Tenant-executed counterparts of this Lease. If Landlord chooses not to deliver possession of the Premises to Tenant because one or more of the above items are not received by Landlord, the date of substantial completion of Landlord's Work shall not be affected thereby. In the event that the date Landlord's Work is substantially completed is delayed by Tenant for any reason ("**Tenant Delay**"), including the failure of Tenant to strictly adhere to the time periods contained in Exhibit "C" attached hereto or Tenant's agents interfering with Landlord's Work arising from Tenant's requirements or requests for changes in Landlord's Work (including materials utilized in connection therewith), then the Effective Date shall be deemed to have occurred and obligations of Tenant hereunder shall commence on the date that the Effective Date would have otherwise occurred but for the delay attributable to Tenant.

**4.2 Tenant's Certificate.** Within ten (10) days after the Effective Date and at any other time during the Lease Term within ten (10) days following request in writing by Landlord, Tenant will execute and deliver to Landlord a certificate substantially in the form of Exhibit "B" attached hereto (or any other form as reasonably requested by Landlord or Landlord's lender or potential purchaser or lender) indicating therein any exception thereto which may exist at that time. Failure of Tenant timely to execute and deliver such certificate shall constitute an acceptance of the Premises and an acknowledgment by Tenant that the statements included in Exhibit "B" are true and correct, without exception.

**4.3 Tenant's Work.** Tenant shall commence and diligently prosecute to completion any work to be performed by Tenant in the Premises necessary for the commencement of Tenant's business operations from the Premises (collectively, "**Tenant's Work**"). During this period, Tenant, at its sole cost and expense, shall perform all of Tenant's Work and shall equip the Premises with all trade fixtures and personal property suitable or appropriate for the regular and normal operation of the type of business in which Tenant is engaged. Upon substantial completion of Tenant's Work, Tenant will execute and deliver to Landlord a certificate substantially in the form of Exhibit "B" attached hereto.

**4.4 Option to Extend.**

(a) **Option Terms:** Provided that Tenant has not been in default during the Lease Term beyond any applicable cure period and is not in default of any provision of this Lease beyond any applicable cure period at the time of exercise of an option to extend provided herein or at any time thereafter prior to the commencement of the applicable "**Option Term**" (as hereinafter defined), Tenant shall have the option to extend (the "**Option to Extend**") the Term of this Lease for three (3) consecutive, additional period of five (5) Lease Years as set forth in Section 2.1 of this Lease (such period being referred to herein as an "**Option Term**") only by giving Landlord written notice not more than twelve (12) months nor less than two (2) months before the expiration of the initial Lease Term or the then applicable Option Term, as the case may be. All of the terms, covenants, conditions, provisions and agreements applicable to the initial Term shall be applicable to the Option Term(s), except that the Gross Rent payable during the Option Term(s) shall be increased as set forth in Section 2.1; provided, however, the provisions of Exhibit "C" regarding the initial construction of the Premises shall not be applicable. Tenant's failure to comply with any of the time or other requirements set forth herein shall cause the options provided herein to automatically cease and terminate and, in such event, this Lease shall terminate upon the expiration of the then applicable Term. All references in this Lease to the "**Term**" or

"Lease Term" shall be deemed to mean the initial Term as extended by the Option Term(s), as applicable.

- (b) Confirming Memorandum: Upon the commencement of any Option Term, at Landlord's option, Landlord and Tenant shall execute, acknowledge and deliver an amendment to this Lease acknowledging the fact that the option has been exercised and confirming the commencement and expiration dates of the Option Term and the Gross Rent applicable to the Option Term. In the event that Tenant shall fail to give Landlord notice of exercise of the Option to Extend granted herein as provided above, the Option to Extend shall be terminated and Tenant shall join with Landlord in executing and acknowledging an instrument of termination in form suitable for recording in the public records of the parish within which the Premises is located, to be effective upon the expiration date of the Lease Term.
- (c) Non-Transferable Options: As a material consideration to Landlord granting an Option to Extend the Lease Term as provided herein, Landlord and Tenant have expressly agreed that the Option to Extend is granted solely to Tenant, and is not assignable or transferable, whether separate from or incident to an assignment or other transfer of membership interest under this Lease. Tenant acknowledges its understanding and awareness that the non-assignable and non-transferable nature of the Options is critical to Landlord, and that Landlord would not agree to grant the Options under any other circumstances. Except in the event of a permitted Transfer, any attempt to assign or transfer the Options shall cause the Options to automatically cease and terminate and, in such event, this Lease shall terminate upon the expiration of the initial Lease Term or the then applicable Option Term.

#### ARTICLE 5 Rental

**5.1 Gross Rent.** Tenant shall pay to Landlord, at the times and in the manner herein provided, the Gross Rent specified in Section 2.1 above. Gross Rent shall be payable in advance in twelve (12) equal monthly installments on the first day of each calendar month, without demand or offset, commencing upon the Rental Commencement Date. For the fractional year ending on December 31 first following the Rental Commencement Date, Tenant shall pay a sum equal to one-twelfth (1/12th) of such Gross Rent for each full calendar month during said fractional lease year. If the Rental Commencement Date falls on a day of the month other than the first day of such month, the Gross Rent for the first fractional month shall accrue on a daily basis for the period from the Rental Commencement Date to the end of such calendar month at a rate equal to one three-hundred sixty-fifth (1/365th) of the Gross Rent for each such day. Unless expressly provided otherwise, all other payments required to be made under the terms of this Lease which require proration on a time basis shall be prorated in the same manner. The first full-monthly installment of Gross Rent shall be paid by Tenant when Tenant first delivers to Landlord tenant-executed counterparts of this Lease. All Gross Rent, and other charges shall be paid by Tenant to Landlord at the address specified for service of notices upon Landlord in Section 2.1, or at such other place as may from time to time be designated by Landlord in writing at least ten (10) days before the next ensuing payment date.

#### **5.2 Percentage Rent.**

(a) In addition to Gross Rent, Tenant shall pay Landlord percentage rent (herein called "**Percentage Rent**") as determined by this Article 5.2. The rate of such percentage for the purpose of calculation shall be six percent (6.0%).

(b) The Percentage Rent for each Lease Year shall be an amount equal to the percent stated in Article 5.2 above, times the dollar amount of Gross Sales made during such Lease Year in excess of the "Gross Sales Break Point". The term "**Gross Sales Break Point**" is the quotient of the Gross Rent required to be paid during such lease Year divided by the percent stated in Article 5.2 above. The Percentage Rent for each Partial Lease Year shall be an amount equal to the percent stated in Article 5.2 above, times the amount of Gross Sales made during such partial Lease Year in excess of the "Partial Lease Year Break Point". The term "**Partial Lease Year Break Point**" is the quotient of the Gross Rent required to be paid during such Partial Lease Year divided by the percent stated in Article 5.2 above.

(c) In each Lease Year or Partial Lease Year Tenant shall be obligated to pay Percentage Rent beginning with the first month in which the aggregate amount of Gross Sales made for such Lease Year or Partial Lease Year exceeds the Gross Sales Break Point (or Partial Lease Year Break Point in the case of a Partial Lease Year). Thereafter Tenant shall pay Percentage Rent for

each and every succeeding month during the remainder of such Lease Year or Partial Lease Year on all additional Gross Sales. Each payment of Percentage rent shall be paid by Tenant to Landlord monthly, without demand, together with Tenant's monthly statement of Gross Sales provided for in Article 5.4 of this Article, subject to the annual adjustment provided for in such Section.

5.3 (a) "**Gross Sales**" means the total gross receipts of all goods, wares and merchandise sold including the actual charges for all services performed by Tenant or by any sub-Lessee, licensee or concessionaire in, at, from, or arising out of the use of, the Premises, whether wholesale or retail, whether for cash or credit, or otherwise, and including the value of all consideration other than money received for any of the foregoing, without reserve or deduction for inability or failure to collect, including but not limited to sales and services:

(i) where the orders therefore originate, in, at, from or arising out of the use of the Premises, whether delivery or performance is made from the Premises or from some other place, and regardless of the place of bookkeeping for, payment of, or collection of any account; or

(ii) made or performed by mail, telephone, or telegraph orders received or filled in, at or from the Premises; or

(iii) made or performed by means of mechanical or other vending devices in the Premises; or

(iv) which Tenant, or any sub-Tenant, licensee or concessionaire, in the normal and customary course of its business, would credit or attribute to its operations at the Premises or any part thereof.

(b) The following shall be excluded from Gross Sales:

(i) any exchange of merchandise between stores of Tenant when such exchange is made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale made in, at or from the Leased Premises;

(ii) returns to shippers or manufacturers;

(iii) cash or credit refunds to customers on transactions otherwise included in Gross Sales;

(iv) sales of fixtures, machinery and equipment, which are not stock for sale or trade, after use thereof in the conduct of Tenant's business;

(v) amounts collected from customers and paid by Tenant to any government for any sales or excise tax; and

(vi) the amount of any discount on sales to employees not in excess of one percent (1%) of Tenant's total Gross Sales.

5.4 (a) Tenant shall furnish to Landlord within fifteen (15) days after the end of each calendar month during the term of this Lease or any extension or renewal thereof, a complete statement, certified by Tenant (or a responsible representative, if Tenant is a partnership, corporation or other legal entity), setting forth (a) the amount of Gross Sales made during such month, (b) the aggregate amount of Gross Sales made during such Lease Year (or Partial Lease Year, as the case may be), including such month, (c) the amount, if any, by which such aggregate amount of Gross Sales exceed the Gross Sales Break Point (or the Partial Lease Year Break Point, in the case of a Partial Lease Year) and (d) the amount of Percentage Rent previously paid by Tenant to Landlord for such Lease Year (or Partial Lease Year, as the case may be). Such statement shall be in such form and style and contain such details and breakdown as Lessor may reasonably require.

(b) Tenant will also furnish to Landlord within sixty (60) days after the end of each Lease Year or Partial Lease Year a complete statement certified by Tenant, or by Tenant's chief financial officer (or officer having similar duties if there is no such officer), if Tenant is a corporation or limited liability company, or by an independent certified public accountant employed or retained by Tenant, showing in reasonable detail the amount of Gross Sales made during such lease Year and the amount paid to Landlord pursuant to Section 5.2 for such Lease Year. Such annual statement shall be accompanied by the signed opinion of the person certifying such statement specifically stating that he has read the definition of "Gross Sales" contained in the Lease, that he has examined the report of Gross Sales of such Year, that his examination included such tests of Tenant's books and records as he considered necessary under the circumstances, and that such report accurately presents the Gross Sales of such Year. Landlord shall be permitted to divulge the contents of any of the statements provided for in this Article 5 to any attorney or accountant representing or assisting Landlord, or if such disclosure is in connection with any financing arrangements or assignment of Landlord's interest in the Leased Premises or in connection with any administrative or judicial proceedings.

(c) An adjustment shall be made with the furnishing of each annual statement with respect to Percentage Rent as follows: If Tenant shall have paid to Landlord an amount greater than Tenant is required to pay as Gross Rent and Percentage Rent under this Lease, Tenant shall receive a credit of such excess against payments of Rent next becoming due to Landlord; or, if Tenant shall have paid an amount less than was required to be so paid, then Tenant shall forthwith pay such difference.

(d) The statements required by this Section 5.4 shall be delivered to Landlord at the address of Landlord set forth on page 1 of this Lease or to such other person and/or to such other place as may be designated from time to time by notice from Landlord to Tenant.

5.5 (a) The business of Tenant and of any sub-Tenant, licensee or concessionaire upon the Premises shall be operated so that a duplicate dated sales slip, dated invoice, register receipt or similar evidence of payment, serially numbered, shall be issued with each sale or transaction, whether for cash, credit, or exchange, and Tenant shall utilize or cause to be utilized such devices for controlling sales as Landlord shall approve to record all sales, which approval shall not be unreasonably withheld. Furthermore, Tenant shall keep at all times during the term of this Lease or any extension thereof at the Premises or at the home or regional office of Lessee, full, complete and accurate books of account and records in accordance with accepted accounting practices with respect to all operations of the business to be conducted in or from the Premises, including the recording of Gross Sales and the receipt of all merchandise into, and the delivery of all merchandise from the Premises during the term of this Lease and any extension thereof, and shall retain such books and records, copies of all tax reports and tax returns submitted to taxing authorities, as well as copies of contracts, vouchers, checks, inventory records and other documents and papers in any way relating to the operation of such business for at least three (3) years from the end of the period to which they are applicable or, if any audit is required or a controversy should arise between the parties hereto regarding the Rent payable hereunder, until such audit or controversy is terminated.

(b) The acceptance by the Landlord of payments of Percentage Rent shall be without prejudice to the Landlord's examination and audit rights hereunder. Landlord may at any reasonable time, upon ten (10) days' prior written notice to Tenant, cause a complete audit to be made of Tenant's entire books, records and other material which Tenant is required to retain (including the books and records of any sub-Tenant, licensee or concessionaire) for all or any part of the three-year period immediately preceding the day of the giving of such notice by Landlord to Tenant. If such audit shall disclose that any of Tenant's monthly or annual statements of Gross Sales understates Gross Sales made during the reporting period of the statement to the extent of two percent (2%) or more, or if Tenant is delinquent in furnishing Landlord monthly Gross Sales statements for two (2) consecutive months, Tenant shall pay to Landlord as additional rent within ten (10) days after demand the cost of said audit in addition to any deficiency in Percentage Rent, which deficiency shall be payable in any event together with interest thereon at the rate of eighteen percent (18%) per annum, commencing with the date that such Percentage Rent was due.

5.6 In addition to Gross Rent and Percentage Rent, Tenant shall pay, as additional rent (herein sometimes collectively called "**Additional Rent**"), all other sums of money or charges of whatsoever nature required to be paid by Tenant to Landlord pursuant to this Lease, whether or not the same is designated as "Additional Rent".

**ARTICLE 6**  
**USE**

**6.1 Permitted Uses.**

- (a) Tenant shall use the Premises solely for the Use of Purposes specified in Section 2.1, and Tenant shall not use nor permit the Premises to be used for any other purpose or purposes or under any other trade name whatsoever; provided, however, Landlord agrees that Tenant may change its trade name upon written consent of Landlord (which shall not be unreasonably withheld). Tenant acknowledges and agrees that the use of the Trade Name has considerable name recognition and customer goodwill within the Project's trade area and that the continued use of the Trade Name is a material consideration for and inducement to Landlord's execution of this Lease. Tenant agrees that the foregoing provision is reasonable in light of Landlord's legitimate interest in determining the mix of uses which will be present in the Project. Tenant further covenants and agrees that it will not use, nor suffer or permit any person or persons to use the Premises or any part thereof, for any use or purpose contrary to the "Rules and Regulations" (as hereinafter defined) or in violation of the laws, including all environmental laws, of the United States of America (including without limitation the Americans With Disabilities Act), the State of Louisiana, the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over the Project or the requirements of any covenants, conditions and restrictions or other similar agreements or governing documents affecting the Project from time to time, all of which shall be collectively referred to herein as "Governmental Requirements". With respect to the Premises and its use of the Project, Tenant, at its cost, shall comply with the Rules and Regulations and with all Governmental Requirements, and Tenant shall, at its expense, make any and all repairs, modifications, improvements or alterations to the Premises necessary throughout the Lease Term to cause the Premises to comply with all Governmental Requirements, except for exterior alterations required to be made due to Landlord's failure to comply with Governmental Requirements, unless said exterior alterations are due to (i) the specific nature of Tenant's Work (as defined in Exhibit "C"); (ii) the specific nature of any alterations made by Tenant to the Premises; or (iii) Tenant's particular use of the Premises. Tenant shall, at its expense, procure all governmental licenses and permits required for Tenant's Use of Premises set forth in Section 2.1 and shall at all times comply with all requirements of each such license and permit.
- (b) Tenant may not display or sell merchandise or allow carts, portable signs, devices or any other object to be stored or to remain outside the defined exterior walls, roof or permanent doorways of the Premises, provided that the same can occur for occasional promotional and other special events (as consented to by Landlord whose consent shall not be unreasonably withheld). Any sign placed by Tenant, which may be permitted hereunder, shall be kept by Tenant safe and secure, and conforming to the requirements of the local governing body having jurisdiction over the Project, and the requirements of Landlord. No aerial or antenna shall be erected on the roof or exterior walls of the Premises without, in each instance, the prior written consent of Landlord, which may be granted or withheld by Landlord in Landlord's sole and absolute discretion. Any aerial or antenna installed without such written consent shall be subject to removal, at Tenant's cost, without notice at any time.
- (c) Tenant shall use its best efforts to complete or cause to be completed all deliveries, loading, unloading and services to the Premises before 10:00 a.m. each day, and to prevent delivery trucks or other vehicles servicing the Premises from parking or standing in service areas for undue periods of time. Landlord reserves the right further to regulate reasonably the activities of Tenant in regard to deliveries and servicing of the Premises, and Tenant shall abide by such further nondiscriminatory and reasonable rules and regulations of Landlord.
- (d) In no event shall Tenant operate or conduct any gambling operations, including without limitation, slot machines, video poker machines or any other similar machine or technological evolution of such items. All gaming rights for the Project are hereby expressly reserved by Landlord.

**6.2 Outside Seating Area.** Subject to Landlord's written approval as to size, location and design (including the seating plan) (which approval may not be unreasonably withheld), reasonable rules and regulations promulgated by Landlord (which shall be enforced against Tenant and all other tenants in the Project in a non-discriminatory manner) and compliance with applicable governmental requirements (including, without limitation, Tenant obtaining all necessary governmental approvals and permits, at Tenant's sole cost and expense), Tenant shall have the right to construct and use in connection with the operation of its permitted event space an outdoor seating area ("Outdoor Seating Area") for on-site consumption of items from the Premises (including the sale of alcohol), in accordance with the customary operation of Tenant's business, subject to the provisions of this Section 6.2. The approximate location of the Outdoor Seating Area shall be shown on Exhibit "A". Pursuant to detailed plans and specifications approved in writing in advance by Landlord (which approval shall not be unreasonably withheld), as provided in Exhibit "C", Tenant may, at its sole cost and expense, construct, in connection with Tenant's Work, a permanent fence or barrier around the perimeter of the Outdoor Seating Area sufficient to comply with the requirements of applicable governmental and quasi-governmental authorities (including those with jurisdiction over the service of alcoholic beverages). Access to the Outdoor Seating Area may be controlled exclusively through the Premises. Tenant shall, at its sole cost and expense, acquire for such Outdoor Seating Area, and arrange therein, certain outdoor tables, chairs, umbrellas and waste receptacles, the number, design, color and location of which (including any changes thereto) shall be subject to Landlord's prior written approval (which approval shall not be unreasonably withheld). If Tenant uses the Outdoor Seating Area pursuant to this Lease, Tenant shall, at its sole cost and expense, in addition to the other maintenance obligations set forth in this Lease, maintain the Outdoor Seating Area and, to the extent affected by Tenant's operations in the Outdoor Seating Area, the adjacent common areas in a neat, clean and orderly condition at Tenant's sole cost. Tenant's obligations pursuant hereto shall include, without limitation, the obligations of Tenant to (a) be responsible for promptly cleaning any spills or waste in the Outdoor Seating Area and, to the extent affected by Tenant's operations in the Outdoor Seating Area, the adjacent common areas occasioned by consumption of food items that are provided by Tenant; (b) scrub and wash all tables, chairs, dividers, fixtures and furnishings used by it in the Outdoor Seating Area with an approved detergent-disinfectant type of solvent to prevent build-up from food spills, dusts, dirt and other substances; (c) cause the trash containers located within the Outdoor Seating Area to be emptied on a regular basis, prior to their overflowing, substitute a replacement container during the time period when the containers are being emptied, and keep and maintain all containers in a clean and attractive condition and appearance at all times; (d) utilize dumpsters or other disposal facilities for the disposal of garbage and waste products; and (e) cause exterior trash containers and dumpsters to be emptied daily, unless Tenant, at its expense, provides refrigerated storage of trash. Tenant's costs and expenses incurred pursuant to this Section 6.2 shall be in addition to and not included within Tenant's Additional Rent Contribution.

## ARTICLE 7 UTILITIES SERVICES

- 7.1.1 Utility Installation.** Landlord shall cause to be made available to Tenant upon the Premises facilities for the delivery to and distribution within the Premises of gas, water, electricity and telephone service, and for the removal of sewage from the Premises, all as provided in Exhibit "C". Tenant shall use such utilities with respect to the Premises.
- 7.2 Payment of Utility Cost.** Tenant shall, at its own expense, pay for all water and electric current, and all other utilities used by Tenant on the Premises from and after the commencement of Tenant's Work, and Tenant shall provide, at Tenant's sole cost and expense, any sub-meter or check-meter of the type required by Landlord. If after the Effective Date of this Lease, utilities are required to be furnished by Landlord, whether sub-metered or otherwise, Tenant shall pay Landlord, upon being billed therefor, for such utilities, including an administrative charge for Landlord's supervision of such utilities and reimbursement for penalties for usage or other surcharges imposed by any utility company; provided, however, in no event shall Tenant be obligated to pay more for such utilities had it purchased them directly from the local utility provider.
- 7.3 No Liability.** Except for Landlord's gross negligence or willful misconduct, Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Premises. No such failure or interruption shall be deemed to constitute an actual or constructive eviction or entitle Tenant to terminate this Lease or withhold any rent or any other sum due under this Lease.

**ARTICLE 8  
INDEMNITY AND INSURANCE**

**8.1 Indemnification and Waiver.** To the fullest extent permitted by law, Tenant agrees (and shall cause its contractors and subcontractors to agree) that neither Landlord nor Landlord's employees, agents, representatives and contractors shall be liable for any damage or liability of any kind, or for any injury to or death of persons, or damage to property of Tenant (or its contractors and subcontractors) or any other person from the Effective Date or such earlier date that Tenant obtains (and/or its contractors and subcontractors obtain) access to the Premises, from any cause whatsoever, by reason of the use, occupation or enjoyment of the Premises and the Outside Seating Area or the operation of business therein or therefrom by Tenant or any person thereon or holding under Tenant including, without limitation, damages resulting from any labor dispute. Tenant shall require and cause such of its contractors and subcontractors as it may hire to provide evidence of their respective assumptions of liability for the benefit of the Landlord and their indemnification of Landlord as set forth below. Tenant hereby agrees (and Tenant shall cause its contractors and subcontractors to agree) to defend, indemnify and save harmless Landlord from all liabilities, claims, losses, actions, damages, costs and expenses (including, without limitation, attorneys' fees and expenses) whatever including, without limitation, liabilities on account of any such real or claimed damage or injury and from all liens, claims and demands arising out of the use of the Premises and its facilities, including the Outside Seating Area, any repairs or alterations which Tenant may make upon the Premises or Outside Seating Area and any claims of any employee of Tenant against Landlord. Tenant shall not be liable for damage or injury occasioned by and to the extent of the gross negligence of Landlord or its designated agents, servants or employees. The foregoing obligation of Tenant to indemnify shall survive the expiration or earlier termination of the Lease Term and shall include all reasonable costs of legal counsel and investigation, together with other reasonable costs, expenses and liabilities incurred in connection with any and all claims of damage. To the extent that any such loss or damage is caused by an event or peril which is generally covered by fire or other casualty insurance carried or required to be carried under this Lease, Landlord and Tenant each hereby waive any rights one may have against the other, on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective properties, the Premises or their contents, or to other portions of the Project. Additionally, the parties hereto, on behalf of their respective insurance companies insuring such losses, waive any right of subrogation that one may have against the other.

**ARTICLE 8**  
**INDEMNITY AND INSURANCE**  
(continued)

**8.2 Tenant's Insurance Obligation.** Tenant further covenants and agrees that it will carry and maintain during the entire Lease Term, at Tenant's sole cost and expense, the following types of insurance, in the amounts specified and, in the form, hereinafter provided:

- a) **Workers' Compensation Insurance.** Workers' Compensation Insurance, including employer's liability insurance, with limits of not less than One Million Dollars (\$1,000,000.00). The policy shall be in full compliance with all laws governing Workers' Compensation. To the extent that Tenant's operations or employee exposures may trigger applicability of Federal, State or other governing regulatory authority to benefits under Louisiana, Federal or other benefit systems, for special benefits for employments on, near, adjoining or otherwise related to rivers, other bodies of water, structures or ways over, on or adjoining same, Tenant shall cause, and provide evidence thereof, such policies of insurance as it may carry to provide coverage responsive, thereto.
- b) **Commercial General Liability Insurance.** Commercial General Liability Insurance (including contractor's protective liability) in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) in the aggregate with an umbrella policy in the amount of Three Million Dollars (\$3,000,000.00). Such insurance shall provide for explosion, collapse, underground hazards (XCU) coverage, products and completed operations coverage and blanket contractual liability coverage and cross-liability and severability of interest clauses, broad form property damage, independent contractors, owned, non-owned and hired vehicles and shall insure all claims for personal injury, including death resulting therefrom, and damage to the property of others and arising from operations at or relating to the Premises or Outside Seating Area. To the extent that Tenant Commercial General Liability and Umbrella Liability coverage forms carry restrictions with respect to protection from bodily injury and property damage claims associated with watercraft and Tenant activities associated with water related events, Tenant shall cause such policy provisions as may exist relative thereto to be deleted, as respects its tenancy, except as Landlord at its sole discretion may allow.
- c) **Plate Glass.** Tenant shall be responsible for the maintenance of the plate glass on the Premises but shall have the option either to insure the risk pursuant to Section 8.2(d) or to self-insure the same which shall obligate Tenant to be personally liable for the replacement thereof.
- d) **Tenant Improvements.** Insurance covering all of Tenant's Work Tenant's leasehold improvements, alterations or additions permitted under Article 10 hereof, and Tenant's trade fixtures, signs, merchandise and personal property from time to time in, on or upon the Premises or Outside Seating Area, in an amount not less than one hundred percent (100%) of their full replacement cost, without depreciation, from time to time during the Lease Term, providing protection against any peril included within the classification "Fire and Extended Coverage", together with insurance against sprinkler damage, vandalism and malicious mischief and such other additional perils as covered in a "special causes of loss" standard insurance policy. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Article 17 hereof, whereupon all proceeds of Tenant's insurance covering Tenant's trade fixtures, merchandise and personal property shall be payable to Tenant. All such policies of insurance, as Tenant shall provide in compliance with this requirement shall be expressly endorsed to reflect the Landlord as a party at interest and loss payee, as its interests may appear.
- e) **Alcohol.** If Tenant elects to sell or serve alcohol and is specifically authorized to sell or serve alcohol under Section 2.1, as a condition thereto, Tenant shall be required to obtain an alcohol-liability insurance policy with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, with an umbrella policy in the amount of Three Million Dollars (\$3,000,000.00), which policies shall name Landlord, Landlord's mortgagee or beneficiary and Landlord's managing agent as additional insureds.
- f) **Business Interruption.** Business interruption or loss of income insurance in amounts

sufficient to cover Tenant's actual projected income, subject to a non-reducible limit equal to at least the Gross Rent and all Additional Rent due under the Lease for a period of not less than twelve (12) months. Such policy, or policies, of insurance as Tenant shall provide to comply with this provision shall be endorsed to expressly reflect that Landlord shall be a beneficial loss payee, as its interests may appear.

- g) Construction Insurance. Any insurance policies designated necessary by Landlord with regard to Tenant's, or Tenant's contractors' construction of Tenant's Work, as well as with regard to the construction of Alterations including, but not limited to, contingent liability and "all risks" builders' risk insurance shall be carried in amounts and on forms and with carriers acceptable to Landlord. Tenant shall not commence construction of any type without prior approval of such coverage and carriers and the Tenant's delivery to Landlord of proof of coverage and endorsement of such policies as to the beneficial interest of the Landlord as loss payee, as its interests may appear. All such other coverage, as the Landlord may carry in response to any and all other provisions of this policy shall be properly endorsed by providing carriers, acknowledging their consent to such additional risks as may be inherent in such construction operations. All of such Tenant's Work, remodeling, and Alterations shall be insured by Tenant pursuant to Section 8.2(d) immediately upon completion thereof.

**8.3 Policy Requirements.** All policies of insurance required to be carried by Tenant shall be issued by insurance companies with a general policy holder's rating of not less than A and a financial rating of not less than Class X as rated in the most current available A.M. Best Company's Insurance Reports and qualified to do business in the State of Louisiana. All such policies shall make Landlord and Landlord's managing agent additional insureds and, if requested by Landlord, Landlord's first mortgagee or beneficiary. Such policies shall be for the mutual and joint benefit and protection of Landlord, Landlord's managing agent, Tenant and Landlord's first mortgagee or beneficiary. Executed copies of such policies of insurance or certificates thereof shall be delivered to Landlord before Landlord delivers possession of the Premises to Tenant and thereafter at least thirty (30) days before the expiration of the term of each such policy. Any such certificate shall include copies of all non-standard restriction endorsements relating to Tenant's policies (or copies of Tenant's policies' provisions), and those which designate- such additional insureds required under this Section 8.3, and those which evidence Tenant's insurers' waivers of subrogation required under Section 8.1 and agreements to give the notices specified in this Section 8.3. All public liability and property damage policies shall contain a provision that Landlord, although an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, and employees by reason of any act or omission of Tenant or its servants, agents, employees or contractors. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All public liability, property damage and other casualty policies shall be written as primary policies, not contributing with, and not in excess of, coverage which Landlord may carry. All policies of insurance must contain a provision that the company writing said policy will give Landlord at least thirty (30) days' notice in writing in advance of any cancellation or lapse, except for nonpayment of premium, in which event ten (10) days' notice shall be given, and thirty (30) days' notice of the effective date of any reduction in the amount of insurance. No policy required to be maintained by Tenant shall have a deductible greater than Ten Thousand Dollars (\$10,000.00) unless approved in writing by Landlord; provided, however, Landlord agrees that the amount of the deductible shall be increased at same times and in the same percentage increase as Gross Rent.

**8.4 Increase in Coverage.** If Landlord or Landlord's first mortgagee or beneficiary deems it necessary to increase the amounts or limits of insurance required to be carried by Tenant hereunder, Landlord may reasonably increase said amounts or limits, and Tenant shall so increase the amounts or limits of the insurance required to be carried by Tenant hereunder and shall provide Landlord with policies or certificates indicating the increased amounts or limits as provided in Section 8.3.

**8.5 Blanket Coverage.** Notwithstanding anything to the contrary contained in this Article, Tenant's obligation to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant, as long as: (a) Landlord, Landlord's managing agent, and Landlord's first mortgagee or beneficiary shall be loss payees thereunder as their interests may appear, (b) any general aggregate limit under Tenant's liability policy shall apply separately to the Premises and to each other location of Tenant, (c) the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance, (d) the requirements set forth herein are otherwise satisfied, and (e) Tenant has a net worth acceptable to Landlord and Landlord's lender for purposes of such blanket insurance.

Tenant shall permit Landlord at all reasonable times to inspect the policies of insurance of Tenant covering risks upon the Premises for which policies or copies of certificates thereof are not required to be delivered to Landlord, if any.

- 8.6 Landlord's Insurance Obligations.** Landlord shall maintain in effect a policy or policies of insurance covering the building of which the Premises are a part, including the leasehold improvements included within Landlord's Work (but not Tenant's Work, Tenant's leasehold improvements, alterations or additions permitted under Article 10 hereof, Tenant's trade fixtures, signs, merchandise or other personal property), in an amount not less than eighty percent (80%) of its full replacement cost (exclusive of excavations, foundations and footings) during the Lease Term, providing protection against any peril generally included within the classification "Fire and Extended Coverage" (and, if Landlord deems desirable, "Earthquake Insurance" and "Flood Insurance"), together with insurance against sprinkler damage, vandalism and malicious mischief, and such other and/or additional insurance applicable to the building of which the Premises are a part and/or other portions and areas of the Project as Landlord or Landlord's lender deems necessary or desirable, including, without limitation, rental loss insurance of not less than eighteen (18) months of rental coverage. Landlord's obligation to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Landlord, as long as the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy or policies of insurance.
- 8.7 Insurance Use Restrictions.** Tenant agrees that it will not at any time during the Lease Term carry any stock of goods or do anything in or about the Premises which will tend to increase the insurance rates upon the building of which the Premises are a part. Tenant shall pay to Landlord forthwith upon demand the amount of any increase in premiums for insurance against loss by fire or any other peril normally covered by fire and extended coverage insurance that may be charged during the Lease Term on the amount of insurance to be carried by Landlord on the building of which the Premises are a part resulting from the foregoing or from Tenant's doing any act in or about the Premises which does so increase the insurance rates, whether or not Landlord shall have consented to such act on the part of Tenant. If Tenant installs upon the Premises any electrical equipment which constitutes an overload on the electrical lines of the Premises, Tenant shall, at its own expense, make whatever changes or provide whatever equipment safeguards are necessary to comply with the requirements of the insurance underwriters and any governmental authority having jurisdiction thereover, but nothing herein contained shall be deemed to constitute Landlord's consent to such overloading.
- 8.8 Sufficiency of Coverage.** Neither Landlord nor any of Landlord's agents or lenders make any representation that the types of insurance and limits specified to be carried by Tenant under this Lease are adequate to protect Tenant. If Tenant believes that any such insurance coverage is insufficient, Tenant shall provide, at its own expense, such additional insurance as Tenant deems adequate. Nothing contained herein shall limit Tenant's liability under this Lease.

#### ARTICLE 9 TITLE RESTRICTIONS

- 9.1 Matters of Record.** This Lease is made subject to all matters of record, now or hereafter existing, as such documents have been heretofore or may hereafter be supplemented, implemented, modified, replaced or amended. Tenant agrees that, as to its leasehold estate, it and all persons in possession or holding under it will conform to and not contravene the provisions of said matters and, within ten (10) days after request therefor, shall execute and return to Landlord documents in recordable form subordinating this Lease to any matter now or hereafter of record.

#### ARTICLE 10 TENANT'S RIGHT TO MAKE ALTERATIONS

- 10.1 Permitted Alterations.** Subject to the provisions of this Section 10.1, Tenant may, at its own cost and expense and after giving Landlord at least thirty (30) days' prior notice in writing of its intention to do so, from time to time during the Lease Term, make such alterations, additions and changes in and to the interior of the Premises as it may find necessary or convenient for its purposes, as long as the value of the Premises is not thereby diminished. Notwithstanding the foregoing, in no event, however, shall any single alteration, addition or change costing in excess of Thirty Thousand Dollars (\$30,000.00) (excluding carpet and interior painting), or with respect to multiple works of alteration, addition or change during any consecutive twelve (12) month period, in the aggregate in excess of Sixty Thousand Dollars (\$60,000.00) (excluding carpet and interior painting) be made without the prior written consent of Landlord to such alteration, addition or change. In addition, in no event shall Tenant make any alteration, addition or change which affects the storefront or structure of the Premises, the electrical, HVAC or other utility or mechanical systems serving the Premises, or the exterior walls or roof of the Premises, nor shall Tenant erect any mezzanine or

increase the size of same, if one shall be initially constructed, unless and until the written consent of Landlord shall first have been obtained. Tenant shall not make or cause to be made any penetration through the roof of the Premises. Landlord's consent under this Article 10 may be granted or withheld in Landlord's reasonable discretion. Tenant shall be directly responsible for all damages resulting from any violation of the provisions of this Article.

**10.2 Manner of Construction.** All alterations, additions, or changes to be made to the Premises except those non-structural alterations, additions or changes costing less than Thirty Thousand Dollars (\$30,000.00) (herein "**Alterations**") shall be under the supervision of a licensed general contractor satisfactory to Landlord and shall be made in accordance with plans and specifications with respect thereto, approved in writing by Landlord before the commencement of work. Failure of Landlord to give Tenant written notice of Landlord's approval or disapproval of any such plans and specifications shall not constitute or be deemed Landlord's approval of same. Plans and specifications submitted for Landlord's approval shall only be approved if and when Landlord has notified Tenant in writing that such plans and specifications have been approved; provided, however, in the event Landlord fails to respond to any written request for approval within twenty (20) days of receipt of same, Tenant shall have the right to provide a second written request to Landlord and provided such second written request specifies on the first page in all capitalized bold letters that it is a "Second Notice" and that a failure of Landlord to approve or disapprove such request within ten (10) days following Landlord's receipt shall be deemed to constitute Landlord's approval thereof, Landlord's failure to respond within such ten (10) day period to such second notice shall be deemed to constitute Landlord's approval of same. Tenant, at its cost, shall obtain all permits and approvals required by the applicable Governmental Requirements for any Alterations. All work with respect to any Alterations must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work. Such Alterations shall be considered as improvements and shall become an integral part of the Premises upon installation thereof and shall not be removed by Tenant; provided, however, if Landlord elects, Landlord shall have the right to cause Tenant to remove any or all such Alterations upon the expiration of the Lease Term or earlier termination of this Lease. All improvements to the Premises by Tenant including, but not limited to, light fixtures, floor coverings and partitions and other items comprising Tenant's Work but excluding trade fixtures and signs, shall be deemed to be the property of Landlord upon installation thereof. All Alterations shall be performed and done strictly in accordance with all applicable Governmental Requirements. Construction work in connection with any Alterations shall be performed in such manner as not to obstruct the access to the Premises or otherwise interfere with the operation of business by any other occupant of the Project. Within thirty (30) days after the completion of any Alterations, Tenant shall deliver to Landlord a set of "as built" plans depicting the Alterations as actually constructed or installed.

**10.3 Remodeling.** Tenant shall, at its sole cost and expense, maintain the improvements and fixtures within the Premises in first class condition and repair in accordance with all of the terms of this Lease.

**10.4 Construction Barricades.** In the event of any major alteration, addition or change to be performed by Tenant, whether or not requiring Landlord's consent, Landlord shall have the right prior to Tenant's commencement of such alteration, addition or change, to erect, at Tenant's cost and expense (as set forth below, including the cost of painting graphics and signage therefor), a temporary barricade or other temporary wall in front of the storefront of the Premises for the purpose of screening Tenant's construction activities from the common areas of the Project. The barricade will be made of a prefinished plywood paneling or such other material as Landlord may determine. The cost of Landlord's work for installing such construction barricade shall be paid by Tenant as Additional Rent upon Landlord's demand therefor. Upon completion of the alteration work by Tenant, as approved by Landlord, Tenant or Tenant's contractor shall remove the barricade from the Project, at Tenant's cost and expense, and repair any damage caused by said removal.

#### **ARTICLE 11 MECHANICS LIENS**

**11.1 Tenant's Lien Obligations.** Tenant shall pay all costs for work done by it and for materials supplied for it respecting the Premises and shall keep the Premises and the Project free and clear of all mechanics' liens and other liens on account of work done by or for Tenant, by or for persons claiming under Tenant, and on account of materials supplied for work by Tenant or persons claiming under it on the Premises. Upon Landlord's request, Tenant shall immediately remove of record any lien, by payment or recording an appropriate bond. Tenant agrees to and shall defend, indemnify, and save Landlord free and harmless against and from liabilities, losses, damages, costs, attorneys' fees, and all other expenses on account of claims of contractors, subcontractors, laborers,

materialmen and others for work performed, or materials or supplies furnished, for Tenant or persons claiming under it.

- 11.2 Right to Cure.** If Tenant shall fail to pay any charge for which a mechanic's lien claim and suit to foreclose the lien shall have been filed, and Tenant shall not have given the security to protect the property and Landlord against such claims of lien, Landlord may, but shall not be required to, pay said claim and any cost. The amount so paid together with reasonable attorneys' fees incurred in connection therewith shall be immediately due and owing from Tenant to Landlord, and Tenant shall, upon demand, pay the same with interest at the maximum lawful rate from the date of payment.
- 11.3 Notice.** If any claim of lien regarding work done by or for Tenant shall be filed against the Premises or the Project or any action affecting the title to such property shall be commenced, upon receiving notice of such lien or action, Tenant shall forthwith give notice thereof to Landlord.
- 11.4 Inspection.** Landlord and its managing agent shall have the right to go upon and inspect the Premises at all reasonable times during usual business hours upon twenty-four (24) hours' prior notice (except in the event of an emergency when no such notice shall be required), and shall have the right to post and keep posted thereon notices as permitted or provided by law or which Landlord may deem to be proper for the protection of Landlord's interest in the Premises. Tenant shall, before the commencement of any work which might result in any lien on the Premises or the Project, give to Landlord written notice of its intention to do so in sufficient time to enable Landlord to post, file and record such notices.

#### ARTICLE 12 SIGNS

- 12.1 Tenant Signage.** All exterior Tenant signage shall be subject to the review and approval of Landlord, in accordance with the procedures set forth in Exhibit "C". Due to the unique entertainment character of the Project, there are specific expectations in place for exterior signage. All exterior signage must be installed prior to Premises being open to public. All exterior signage shall be in compliance with any sign criteria, if any, now or hereinafter adopted by Landlord and/or approved by the City (and all other applicable governmental or quasi-governmental entities), including all amendments and modifications thereto ("**Sign Criteria**"). Subject to all approvals, permits and licenses required by any applicable governmental or quasi-governmental agency or other matters of record, Landlord agrees that Tenant may use its trade name "**PICKLR or to be determined**" on Tenant's exterior walls as depicted on Exhibit I ("**Tenant's Signage**") hereto, which trade name and logo Landlord represents that it has reviewed and approved. Tenant shall not place any signs, placards, names, insignia, trademarks, or any other similar item or items outside, on or within thirty-six inches (36") of, the front lease line, or on the store front, the glass panes and supports of the show windows, or on any window, door, roof or perimeter wall of the Premises, or which is otherwise visible from the Project common areas, except such as Landlord shall approve in its sole reasonable discretion. Notwithstanding anything to the contrary in this Lease, Tenant shall not affix any signs to the roof of the Premises. Tenant shall utilize no advertising medium (other than signage permitted or approved pursuant to the preceding sentence) within the Premises or within the Common Area which can be heard or experienced outside the Premises. Tenant shall not display, paint or place any handbills or other advertising devices on any vehicle parked in the parking area of the Project, whether belonging to Tenant or to any other person, nor shall Tenant distribute in the Project any handbills or other advertising devices. In no event may Tenant display any banner of any size or kind outside the Premises without Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole discretion.

#### ARTICLE 13 TRADE FIXTURES AND PERSONAL PROPERTY

- 13.1 Ownership.** Any trade fixture, sign, merchandise, and other personal property of Tenant not permanently affixed to the Premises shall remain the property of Tenant. Prior to the expiration of the Lease Term or earlier termination of this Lease Tenant shall remove its trade fixtures, signs, merchandise, and other personal property stored or installed in the Premises including, without limitation, counters, shelving, showcases, mirrors and other movable personal property. Nothing contained in this Article shall be deemed or construed to permit or allow Tenant to remove so much of such personal property, without the immediate replacement thereof with similar personal property of comparable or better quality, as to render the Premises unsuitable for conducting the type of business described in Section 2.1 during the Lease Term. Tenant, at its expense, shall immediately repair any damage occasioned to the Premises by reason of the removal of any such trade fixture, sign, merchandise, and other personal property. Upon expiration or earlier termination of this Lease, Tenant shall leave the Premises in a neat and clean condition, free of debris, subject

to normal wear and tear. All trade fixtures, signs and other personal property installed in or attached to the Premises by Tenant must be new when so installed or attached.

- 13.2 Removal.** If Tenant shall fail to remove any of its trade fixtures, signs, merchandise and other personal property upon expiration or the earlier termination of this Lease, Landlord may at Landlord's option retain all or any of such property, and title thereto shall thereupon vest in Landlord without compensation to Tenant, or Landlord may remove from the Premises and dispose of, in any manner, all or any portion of such property without compensation to Tenant. In the latter event, Tenant shall, upon demand, pay to Landlord the actual expense of such removal and disposition and the repair of any damage to the Premises resulting from or caused by such removal.
- 13.3 Prior Trade Fixtures.** Both Landlord and Tenant acknowledge and agree that all shelving and other related movable fixtures within the Premises shall be removed by Landlord (at its cost) prior to the Effective Date.

#### **ARTICLE 14 ASSIGNMENT, SUBLETTING AND FINANCING**

**14.1 Restrictions.**

- (a) Tenant shall not transfer, assign, sublet, enter into assumption, franchise, license or concession agreements, change ownership or voting control, mortgage, encumber, pledge or hypothecate all or any part of this Lease, Tenant's interest in the Premises or Tenant's business or allow another entity to assume Tenant's Lease obligations or occupy the Premises (collectively "**Transfer**") without first procuring the written consent of Landlord, which consent shall not be unreasonably withheld or delayed, subject to the terms, covenants and conditions contained in this Lease and to the right of Landlord to elect to terminate this Lease as provided in Section 14.2. Any attempted or purported Transfer without Landlord's prior written consent shall be void and of no force or effect and shall not confer any estate or benefit on anyone. Further, any such attempted or purported Transfer shall entitle Landlord immediately to terminate this Lease and all further obligations of Landlord hereunder. A consent to one Transfer by Landlord shall not be deemed to be a consent to any subsequent Transfer to any other party. No Transfer of this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any Guarantor from liability under this Lease. Landlord hereby reserves the right to condition Landlord's consent to any assignment, sublease or other Transfer of all or any portion of Tenant's interest in this Lease or the Premises upon Landlord's receipt from Tenant of a written agreement, in form and substance acceptable to Landlord, pursuant to which Tenant shall pay over to Landlord all rent or other consideration received by Tenant from any such assignee, sublessee, or transferee either initially or over the term of the assignment, sublease or transfer, in excess of the rent called for hereunder.
- (b) Landlord and Tenant agree that it shall not be unreasonable for Landlord to withhold its consent to any proposed Transfer for any of the following reasons, which are not exclusive: (i) A conflict between the contemplated use of the Premises by the proposed transferee, assignee or sublessee (hereinafter referred to as the "**Transferee**") with the "Use of Premises" permitted under Section 2.1; (ii) The net worth and/or financial stability of the Transferee is inadequate to operate the business permitted to be conducted in the Premises in the manner required by this Lease and/or to meet all of Tenant's financial and other obligations under this Lease; (iii) The Transferee's reputation (or that of any of its affiliates) would have an adverse effect upon the reputation of the Project or the other businesses located therein; (iv) Tenant is in default pursuant to this Lease; and (v) The Transferee is not likely to conduct on the Premises a business of a quality substantially equal to that conducted by Tenant.

**14.2 Procedure for Transfer.**

- a) Should Tenant desire to make a Transfer hereunder, Tenant shall, in each instance, give written notice of its intention to do so to Landlord at least ninety (90) days before the intended effective date of any such proposed Transfer, specifying in such notice whether Tenant proposes to assign or sublet, or enter into license, franchise or concession agreements, the proposed date thereof, and specifically identifying the proposed Transferee, the net worth and previous business experience of the proposed Transferee, including without limitation copies of the proposed Transferee's last two years' income statement, balance sheet and statement of changes in financial position (with accompanying

notes and disclosures of all material changes thereto) in audited form, if available, and certified as accurate by the proposed Transferee, together with any other information or documentation requested by Landlord. Such notice shall be accompanied, in the case of a proposed assignment, subletting, license, franchise or concession agreement, by a copy of the proposed assignment, sublease, license, franchise or concession agreement or, if same is not available, a letter of commitment or a letter of intent. In the case of a proposed sale of Tenant's business, Tenant shall provide a copy of the proposed sale and financing agreements. Landlord will endeavor, within thirty (30) days after its receipt of such notice of a proposed Transfer, by giving written notice to Tenant of its intention to do so: (a) pursuant to Section 14.1 (a) or Section 14.1 (b), whichever shall be applicable, withhold consent to the Transfer; or (b) consent to the Transfer; or (c) terminate this Lease, such termination to be effective thirty (30) days after receipt of such notice by Tenant; provided, however, if Landlord shall elect to terminate this Lease, Tenant may vitiate such termination notice by delivering notice to Landlord of its intent to withdraw its request to assign the Lease or sublet its interest the Premises within ten (10) days following Tenant's receipt of Landlord's termination notice. Landlord and Tenant specifically agree that Landlord's election to terminate this Lease under clause (c) may be made in Landlord's sole and absolute discretion and that no test of reasonableness shall be applicable thereto. Failure of Landlord to give Tenant written notice of Landlord's action with respect to any request for Landlord's consent to a proposed Transfer shall not constitute or be deemed Landlord's consent to such Transfer. Landlord's consent to a proposed Transfer shall only be given if and when Landlord has notified Tenant in writing that Landlord consents to such proposed Transfer; provided, however, in the event Landlord fails to respond to any written request for Transfer within twenty (20) days of receipt of same, Tenant shall have the right to provide a second written request to Landlord and provided such second written request specifies on the first page in all capitalized bold letters that it is a "Second Notice" and that a failure of Landlord to approve or disapprove such request within ten (10) days following Landlord's receipt shall be deemed to constitute Landlord's approval thereof, Landlord's failure to respond within such ten (10) day period to such second notice shall be deemed to constitute Landlord's approval of same. No Transfer of this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of this Lease from primary liability under this Lease.

- b) If Landlord shall exercise its termination right hereunder, Landlord shall have the right to enter into a lease or other occupancy agreement directly with the proposed Transferee, and Tenant shall have no right to any of the rents or other consideration payable by such proposed Transferee under such other lease or occupancy agreement, even if such rents and other consideration exceed the rent payable under this Lease by Tenant. Landlord shall have the right to lease the Premises to any other tenant, or not lease the Premises, in its sole discretion.
- c) If Landlord withholds its consent to any proposed Transfer pursuant to Section 14.1(b) and if Tenant requests in writing within ten (10) days after Tenant's receipt of Landlord's written notice pursuant to Section 14.2, Landlord shall provide to Tenant a statement of its reason(s) for withholding consent to the proposed Transfer within a reasonable time after Landlord's receipt of Tenant's request therefor.
- d) Tenant acknowledges and agrees that each of the rights of Landlord set forth in this Article 14 in the event of a proposed Transfer is a reasonable restriction on Transfer. Landlord and Tenant agree that Tenant shall have the burden of proving that Landlord's consent to the proposed Transfer was withheld unreasonably. Landlord shall have no liability to Tenant or to any proposed Transferee in damages if it is adjudicated that Landlord's consent shall have been unreasonably withheld and/or that such unreasonable withholding of consent shall have constituted a breach of this Lease or other duty to Tenant, the proposed Transferee, or any other person. In such event, Tenant's sole remedy shall be to have the proposed Transfer declared valid, as if Landlord's consent had been duly and timely given (although Tenant shall be entitled to reasonable attorneys' fees if it is the successful party in such litigation, in accordance with Article 21 of this Lease).

**14.3 Transfer Rent Adjustment.** If Tenant shall make a permitted Transfer hereunder, the Gross Rent specified in Section 2.1 shall be increased, effective as of the date of such Transfer, to an amount equal to the highest of: (a) the total rent payable by the Transferee pursuant to such Transfer or (b) an amount equal to the total Gross Rent, required to be paid by Tenant hereunder during the twelve (12) month period immediately preceding such Transfer. In no event shall the Gross Rent, after Transfer, be less than the Gross Rent immediately before

Transfer. From and after the date of the Transfer, Gross Rent, as adjusted pursuant to this Section, shall increase at the same time and by the same percentage as the increases in Gross Rent pursuant to Section 5.2.

- 14.4 Required Documents and Fees.** Each Transfer to which Landlord has consented shall be evidenced by a written instrument in form satisfactory to Landlord, executed by Tenant and the Transferee, under which the Transferee shall agree in writing for the benefit of Landlord to assume, perform and abide by all of the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant, including the payment of all amounts due or to become due under this Lease directly to Landlord and the obligation to use the Premises only for the purpose specified in Section 2.1. Tenant shall reimburse Landlord for all of Landlord's reasonable attorneys' and administrative fees incurred in the processing of, and documentation for, each such requested consent to a proposed Transfer, whether or not the Transfer is consummated.

#### **ARTICLE 15 TENANT'S CONDUCT OF BUSINESS**

- 15.1 Operating Covenant.** Tenant covenants and agrees that it shall operate and conduct within the Premises, continuously and uninterruptedly during the Lease Term, the business which it is required to operate and conduct under the provisions hereof, except while the Premises are untenable by reason of fire or other unavoidable casualty or, unless caused by Tenant's actions, in relation to any governmental interference, valid court order, alterations (not to exceed three (3) days), health department requirements (not to exceed forty-eight (48) hours or liquor control requirements (not to exceed forty- eight (48) hours), and that it will at all times keep and maintain within and upon the Premises an adequate stock of merchandise and trade fixtures and have sufficient personnel to service and supply the usual and ordinary demands and requirements of its customers. If Tenant fails continuously to operate its business in the Premises as required by this Section 15.1, such failure shall constitute a material default by Tenant. Landlord and Tenant agree that, if Tenant shall fail to continuously and uninterruptedly operate the business which it is required to operate under the terms of this Lease, monetary damages will be inadequate to compensate the Landlord. Landlord and Tenant agree that injunctive relief, if permitted under applicable law, shall be appropriate in the event of the failure on the part of Tenant to continuously operate, and Landlord shall be entitled to injunctive relief ordering Tenant to operate. In the event Tenant fails to continuously operate its business in the Premises as required by this Section 15.1 for a period of three (3) or more consecutive days, then in addition to all remedies available to Landlord (including, without limitation, injunction and/or damages), Landlord may, but is not obligated to, elect to terminate this Lease upon written notice of Landlord's intent to Tenant, whereupon this Lease shall terminate, and Tenant shall vacate the Premises upon the date specified in Landlord's notice to Tenant.
- 15.2 Rules and Regulations.** Tenant shall observe faithfully and comply with and shall cause its employees and invitees to observe faithfully and comply with, reasonable and nondiscriminatory rules and regulations governing the Project attached hereto as Exhibit "D" and incorporated herein by this reference, as may from time to time be promulgated under document governing use of the Project or by Landlord (the "**Rules and Regulations**").

#### **ARTICLE 16 REPAIRS AND MAINTENANCE**

- 16.1 Tenant's Maintenance Obligations.**
- (a) Tenant shall at all times from and after delivery of possession of the Premises to Tenant, at its own cost and expense, repair and maintain in good and tenantable condition the Premises and every part thereof to the demising lease lines including, without limitation, floor coverings, utility meters, pipes and conduits, all fixtures, heating and cooling equipment as provided in Section 16.7, other equipment therein, utility meters, pipes and conduits, all fixtures, heating and cooling equipment as provided in Section 16.7, other equipment therein, the storefront or storefronts, all of Tenant's signs, locks and closing devices, all window sashes, casements or frames, doors and door frames, all gas lines which exclusively serve the Premises, and all items of repair, maintenance and improvement or reconstruction as may at any time or from time to time be required with respect to the Premises by any governmental agency having jurisdiction, except as expressly required to be maintained by Landlord pursuant to Section 16.2 below. All glass, both exterior and interior, shall be maintained at Tenant's sole cost and expense, and any glass broken shall be promptly replaced by Tenant with glass of the same kind, size and quality. All storefront

cleaning and repair shall be done when the Project is not open for business to the public except in the event of an emergency. Notwithstanding anything to the contrary contained herein, Tenant shall not be required to make repairs necessitated by reason of the negligence or willful misconduct of Landlord, its servants, agents, employees or contractors, or anyone claiming under Landlord, or by reason of the failure of Landlord to perform or observe any conditions or agreements contained in this Lease.

- (b) Tenant shall keep the Premises in a neat, clean and orderly condition and shall deposit all trash and rubbish generated by it within prescribed receptacles in designated service areas. Tenant shall pay all costs associated with its refuse disposal. Additionally, Landlord in its sole and absolute discretion may require Tenant to contract directly for its own trash removal from the Premises.
- (c) Tenant, at its cost, shall at all times keep the Premises free of pests. If Tenant stores, prepares, sells or serves food in the Premises, Tenant shall retain a licensed, bonded professional pest and sanitation control service to perform inspections of the Premises not less frequently than once each thirty (30) days for the purpose of controlling infestation by insects, rodents and vermin, and shall promptly cause any corrective or extermination work recommended by such service to be performed. If Tenant fails to perform its obligations hereunder, Landlord may, at its option and after five (5) days' written notice to Tenant, cause such inspection to be performed and any necessary corrective or extermination work which is recommended to be done, and the cost of such inspection and corrective or extermination work shall be payable to Landlord as Additional Rent.

**16.2 Landlord's Maintenance Obligations.** Subject to Section 16.1, Landlord shall keep and maintain in good and tenable condition and repair the roof, exterior walls, structural parts and structural floor of the Premises and pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company), and all common areas including, without limitation, parking areas on the Project. Landlord shall not, however, be required to make repairs necessitated by the negligence or willful misconduct of Tenant, its servants, agents, employees or contractors or anyone claiming under Tenant, or by reason of the failure of Tenant to perform or observe any condition or agreement contained in this Lease, or caused by alterations, additions or improvements made by Tenant or anyone claiming under Tenant. Notwithstanding anything to the contrary contained in this Lease, Landlord shall not be liable to Tenant for failure to make repairs as herein specifically required of it unless Tenant has previously notified Landlord, in writing, of the need for such repairs and Landlord has failed to commence and complete said repairs within a reasonable time following receipt of Tenant's written notification. Tenant hereby waives any and all applicable statutes or laws providing Tenant with rights to make repairs on Landlord's behalf and/or at Landlord's expense, specifically including, but not limited to, Louisiana Civil Code Article 2694.

**16.3 Tenant's Failure to Maintain.** If Tenant refuses or neglects to make repairs and/or maintain the Premises, or any portion thereof, including Tenant's storefront(s), in a first-class manner as required by this Lease and as reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. In such event, the cost of such work, with interest at the rate set forth in Section 30.13 from the date of payment, shall be paid by Tenant promptly upon receipt of bills therefor. Failure of Tenant to pay any of said charges within thirty (30) days of receipt of bills therefor shall constitute a default hereunder.

**16.4 Definition of Exterior Walls.** As used in this Article, the expression "exterior walls" shall not be deemed to include storefront or storefronts, plate glass, window sashes, casements or frames, doors or door frames, security grilles or similar enclosures. Landlord shall be under no obligation to make any repair, alteration, renewal, replacement or improvement to or upon the Premises or the mechanical equipment exclusively serving the Premises at any time, except as otherwise provided in this Lease.

**16.5 Right to Enter.** Tenant shall permit Landlord and its authorized representatives to enter the Premises at all times for the purpose of making emergency repairs and during usual business hours for the purpose of inspecting the same upon twenty-four (24) hours' prior notice. If Tenant does not make or cause repairs to be made or performed or cause work to be performed promptly after written demand from Landlord, Landlord may go upon the Premises, make any necessary repairs thereto and perform any work therein which may be necessary to comply with any law, ordinance, rule or regulation of any public authority, or the Pacific Fire Rating Bureau or of any similar body, or that Landlord may deem necessary to prevent waste or deterioration in connection with the Premises, if Tenant does not make or cause such repairs to be made or performed or cause such work to be performed promptly after written demand from Landlord. Nothing herein contained

shall imply any duty on the part of Landlord to do any such work which under the provisions of this Lease Tenant may be required to do, nor shall it constitute a waiver of Tenant's default in failing to do the same. No exercise by Landlord of any right herein reserved shall entitle Tenant to any damage for any injury or inconvenience occasioned thereby nor to any abatement of rent.

**16.6 Grant of License.** Tenant hereby grants to Landlord such licenses or easements in, under or over the Premises or any portion thereof as shall be reasonably required for the installation or maintenance of mains, utilities (including, without limitation, any power or telephone-duct banks, sanitary-sewer facilities and storm-drain lines), conduits, shafts, pipes or other facilities to serve any building or any part thereof including, but not by way of limitation, the premises of any occupant of the Project. Landlord shall, however, pay for any alteration required on the Premises as a result of any such exercise of, occupancy under, or enjoyment of any such license or easement. In addition, in connection with any exercise of, occupancy under, or enjoyment of such license or easement Landlord shall use reasonable efforts and take reasonable precautions to avoid any unreasonable interference with Tenant's use, occupancy or enjoyment of the Premises as contemplated by this Lease.

**16.7 Air Conditioning Equipment.**

- (a) If the HVAC system is exclusively serving the Premises, Tenant shall contract with a service company approved by Landlord for the regular (but not less frequently than quarterly) maintenance, repair and replacement (when necessary) of the heating, ventilation and air conditioning equipment serving the Premises and shall provide Landlord with a copy of such service contract within ten (10) days following Tenant's receipt of Landlord's written request therefor.
- (b) If Tenant fails to maintain, repair and replace (when necessary) the HVAC system exclusively serving the Premises or to provide for same, Landlord may elect to, but shall not be obligated, to do so. Additionally, if the HVAC system serving the Premises is not exclusively serving the Premises, Landlord will maintain such common HVAC system. In either such event, commencing when Tenant first delivers to Landlord the Tenant-executed counterparts of this Lease and thereafter on the first day of each calendar month of the Lease Term, Tenant shall pay to Landlord one-twelfth of an amount estimated by Landlord to be Tenant's share of such total annual heating, ventilating and air conditioning expenses for the ensuing calendar year or fraction thereof. Landlord may adjust such expense charged to Tenant as of the end of any calendar quarter on the basis of Landlord's experience and reasonably anticipated costs. Within ninety (90) days following the end of each calendar year, Landlord shall furnish Tenant with a statement covering the calendar year just expired, certified as correct by an authorized representative of Landlord, showing the total of such expenses for the preceding calendar year, the amount of Tenant's share of such expenses and the payments made by Tenant with respect to such calendar year as set forth above. If Tenant's share of such expenses exceeds Tenant's payments so made, Tenant shall pay Landlord the deficiency within ten (10) days after receipt of said statement. If said payments exceed Tenant's share of such expenses, Tenant shall be entitled to offset the excess against any such expenses next coming due to Landlord. Upon termination of this Lease, if Tenant is not in default hereunder, Landlord shall refund to Tenant the amount of any excess. Failure of Tenant to pay any of the charges required by this Section 16.7 when due shall constitute a default under the terms of this Lease. The expenses incurred in connection with the operation, maintenance, repair and replacement of such heating, ventilation and air conditioning equipment may include, but shall not be limited to, all sums expended in connection with said heating, ventilation and air conditioning equipment for all general maintenance, utilities, lubrication and/or adjustments, cleaning and/or replacing filters, replacing belts, repairing and/or replacing worn-out parts, repairing and/or replacing utilities, meter reading, duct work and machinery, maintenance and insurance contracts carried on the heating, ventilation and air conditioning equipment and all other items of expense incurred by Landlord in connection with the operation, maintenance, repair and replacement of the heating, ventilation and air conditioning equipment, together with a fifteen percent (15%) supervision fee on such expenses. In any event, Landlord may elect to be responsible for the replacement, as necessary, of the heating, ventilating and air conditioning equipment or any element, component or portion thereof, in which event Landlord shall have the right to establish and collect from Tenant, as Additional Rent, a reasonable reserve to be maintained by Landlord and used for the purpose of paying the cost of such replacement. All costs under this Section 16.7 and such reserve shall be billed to Tenant as Additional Rent, separate and apart from Tenant's CAM & Insurance Contribution.
- (c) If during any applicable Option Term, a replacement of any major component of the HVAC or replacement of the entire HVAC occurs before or after the expiration of any such Option Term and Tenant elects not to further extend the Term of this Lease, then on or before the expiration

date of the applicable Option Term, Landlord shall pay to Tenant a reimbursement of some or all of the out-of-pocket costs incurred by Tenant for such replacement in accordance with the following: (1) if the replacement occurred from and after the fifth (5th) Lease Year of the Option Term, Landlord shall provide to Tenant a reimbursement of all costs therefor; (2) if the replacement occurred during the fifth (5th) Lease Year of the Option Term, Landlord shall provide to Tenant a reimbursement of Eighty Percent (80%) of all costs therefor; (3) if the replacement occurred during the fourth (4th) Lease Year of the Option Term, Landlord shall provide to Tenant a reimbursement of Sixty-Four Percent (64%) of all costs therefor; (4) if the replacement occurred during the third (3rd) Lease Year of the Option Term, Landlord shall provide to Tenant a reimbursement of Forty-Eight Percent (48%) of all costs therefor; (5) if the replacement occurred during the second (2nd) Lease Year of the Option Term, Landlord shall provide to Tenant a reimbursement of Thirty-Two Percent (32%) of all costs therefor; and (6) if the replacement occurred during the first (1st) Lease Year of the Option Term, Landlord shall provide to Tenant a reimbursement of Sixteen Percent (16%) of all costs therefor. Upon the occurrence of any such replacement or any such repair, Tenant shall provide Landlord written notice of the out-of-pocket costs therefor together with supporting documentation. Landlord agrees that its obligation under this paragraph shall survive the expiration of this Lease. Tenant shall pay to Landlord one-twelfth of an amount estimated by Landlord to be Tenant's share of such total annual heating, ventilating and air conditioning expenses for the ensuing calendar year or fraction thereof. Landlord may adjust such expense charged to Tenant as of the end of any calendar quarter on the basis of Landlord's experience and reasonably anticipated costs. Within ninety (90) days following the end of each calendar year, Landlord shall furnish Tenant with a statement covering the calendar year just expired, certified as correct by an authorized representative of Landlord, showing the total of such expenses for the preceding calendar year, the amount of Tenant's share of such expenses and the payments made by Tenant with respect to such calendar year as set forth above. If Tenant's share of such expenses exceeds Tenant's payments so made, Tenant shall pay Landlord the deficiency within ten (10) days after receipt of said statement. If said payments exceed Tenant's share of such expenses, Tenant shall be entitled to offset the excess against any such expenses next coming due to Landlord. Upon termination of this Lease, if Tenant is not in default hereunder, Landlord shall refund to Tenant the amount of any excess. Failure of Tenant to pay any of the charges required by this Section 16.7 when due shall constitute a default under the terms of this Lease. The expenses incurred in connection with the operation, maintenance, repair and replacement of such heating, ventilation and air conditioning equipment may include, but shall not be limited to, all sums expended in connection with said heating, ventilation and air conditioning equipment for all general maintenance, utilities, lubrication and/or adjustments, cleaning and/or replacing filters, replacing belts, repairing and/or replacing worn-out parts, repairing and/or replacing utilities, meter reading, duct work and machinery, maintenance and insurance contracts carried on the heating, ventilation and air conditioning equipment and all other items of expense incurred by Landlord in connection with the operation, maintenance, repair and replacement of the heating, ventilation and air conditioning equipment, together with a fifteen percent (15%) supervision fee on such expenses. In any event, Landlord may elect to be responsible for the replacement, as necessary, of the heating, ventilating and air conditioning equipment or any element, component or portion thereof, in which event Landlord shall have the right to establish and collect from Tenant, as Additional Rent, a reasonable reserve to be maintained by Landlord and used for the purpose of paying the cost of such replacement. All costs under this Section 16.7 and such reserve shall be billed to Tenant as Additional Rent, separate and apart from Tenant's CAM & Insurance Contribution.

#### **ARTICLE 17 DAMAGE OR DESTRUCTION**

**17.1 Insured Casualty.** If the Premises are partially or totally destroyed by fire or any other peril covered by insurance maintained by Landlord, except as otherwise provided in this Article 17, Landlord shall, within one hundred eighty (180) days after the occurrence of such destruction, but only to the extent that proceeds of such insurance are available to Landlord for such purpose, commence reconstruction and restoration of the Premises and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect.

If, however, insurance proceeds are not sufficient to pay the full cost of such reconstruction, if the damage or destruction is due to the acts or omissions of Tenant, its agents, employees or contractors, or if Landlord is restricted by any governmental authority, Landlord may elect to either terminate this Lease or pay the cost of such reconstruction. Landlord shall only be obligated to reconstruct the Premises to the extent necessary to restore Landlord's Work in the Premises as described in Exhibit "C". Subject to the foregoing, Tenant shall be obligated for the restoration of all of the items specified as Tenant's Work in said Exhibit "C" in the event of such

reconstruction, as well as Tenant's other leasehold improvements, trade fixtures and other personal property on the Premises.

- 17.2 Uninsured Casualty.** If the Premises are damaged or destroyed to any extent whatever as a result of any casualty or peril not covered by Landlord's insurance, Landlord may within one hundred eighty (180) days after the occurrence of such destruction: (a) commence reconstruction and restoration of the Premises and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect; or (b) notify Tenant in writing that it elects not to reconstruct or restore the Premises, in which event this Lease shall cease and terminate as of the date of service of such notice. If Landlord elects to reconstruct the Premises following destruction as a result of any casualty or peril not covered by Landlord's insurance, Landlord's and Tenant's obligations with respect to the reconstruction of the Premises shall be as described and limited in Section 17.1.
- 17.3 Damage to the Project.** Notwithstanding anything to the contrary contained herein, in the event of a total destruction of the Project or a partial destruction of the Project, the cost of restoration of which would exceed one-third of the then replacement cost of the Project, by any cause whatever, whether or not insured against and whether or not the Premises are partially or totally destroyed, Landlord may, within one hundred eighty (180) days after the occurrence of such destruction, notify Tenant in writing that it elects not to reconstruct or restore the Building, in which event this Lease shall cease and terminate as of the date of service of such notice.
- 17.4 Damage Near End of Term.** Notwithstanding the foregoing, if the Premises are partially or totally destroyed during the last two (2) years of the Lease Term, Landlord and Tenant each shall have the option to terminate this Lease by giving written notice to the other of the exercise of such option within thirty (30) days after such destruction, in which event this Lease shall cease and terminate as of the date of service of such notice. For the purposes of this Article, partial destruction shall be deemed to be a destruction to an extent of at least one-third of the full replacement cost of the Premises as of the date of destruction.
- 17.5 Release of Liability.** In the event of any termination of this Lease in accordance with this Article, the parties shall be released thereby without further obligation to the other party coincidental with the surrender of possession of the Premises to Landlord except for items which have theretofore accrued and are then unpaid, or unperformed.
- 17.6 Abatement of Rent.** In the event of reconstruction and restoration as herein provided, and provided Tenant has maintained the business interruption or loss of income insurance required pursuant to Article 8, to the extent that the proceeds of such business interruption or loss of income insurance may be exhausted during the period of reconstruction and restoration, Gross Annual Rent payable hereunder shall be thereafter abated proportionately with the degree to which Tenant's use of the Premises is impaired during the remainder of the period of reconstruction and restoration; provided, however, the amount of Gross Annual Rent abated pursuant to this Section 17.6 shall in no event exceed the amount of loss of rental insurance proceeds actually received by Landlord. Tenant shall continue the operation of its business on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay Gross Annual Rent, shall remain in full force and effect. Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, Tenant's personal property or any inconvenience or annoyance occasioned by such destruction, reconstruction or restoration. Tenant hereby waives any statutory rights of termination which may arise by reason of any partial or total destruction of the Premises which Landlord is obligated to restore or may restore under any of the provisions of this Lease.

## ARTICLE 18 COMMON AREAS

- 18.1 Use of Common Areas.** There shall be available in the Project certain areas to be used for automobile parking and for the general use, convenience and benefit of the customers and patrons of Tenant and of the other tenants, owners and occupants of the Project (including all landscaping, parking areas, parking structures, elevators, loading docks, as defined herein, and other improvements and facilities), which areas, together with the floors, ceilings, roofs, skylights, windows, driveways, open or enclosed malls, service corridors, loading docks, vertical circulation facilities, service areas and all other service facilities and equipment are referred to herein as "**common areas**". Except as otherwise specifically provided in this Lease, Tenant, its employees and invitees are authorized, empowered and privileged to use the common areas in common with other authorized persons, as determined by Landlord, during the Lease Term. Landlord shall keep or cause to be kept the common areas located on the Project in a neat, clean and orderly condition, properly lighted and landscaped and shall repair any damage to the facilities thereof. The manner in which the Project shall be maintained shall be determined by Landlord in its sole discretion.

**18.2 Common Area Rules and Regulations.** Landlord shall have the right to establish and, from time to time, change, alter and amend, and to enforce against Tenant reasonable rules and regulations as may be deemed necessary or advisable for the proper and efficient operation, maintenance, repair and replacement of the common areas.

**18.3 Control of Common Areas.**

- (a) Landlord shall at all times have the right and privilege of determining the nature and extent of the common areas, whether the same shall be surface, underground or multiple-deck, and of making such changes therein and thereto from time to time which in its opinion are desirable and in the best interests of all persons using the common areas, including the location and relocation of driveways, entrances, exits, vehicle parking areas and spaces, the direction and flow of traffic, designation of prohibited areas, landscaped areas, sidewalks, pedestrian passageways and all other facilities thereof.
- (b) Nothing contained herein shall be deemed to create any liability upon Landlord for any damage to motor vehicles of customers or employees or for loss of property from within such motor vehicles, unless caused by the gross negligence of Landlord, its agents, servants or employees.
- (c) Landlord may, at any time and from time to time during the Lease Term, exclude and restrain any person from use or occupancy thereof excepting, however, bona fide customers, patrons and service suppliers of Tenant, and other tenants of Landlord who make use of the common areas in accordance with the reasonable and nondiscriminatory rules and regulations established by Landlord from time to time with respect thereto. The rights of Tenant in and to the common areas shall at all times be subject to rights of Landlord and the other tenants and owners of the Project to use the same in common with Tenant. It shall be the duty of Tenant to keep all of the common areas free and clear of any obstruction created or permitted by Tenant or resulting from Tenant's operation and to permit the use of any of the common areas only for normal parking and ingress and egress by customers, patrons and service suppliers to and from the building(s) occupied by Tenant and the other tenants of the Project.

Nothing herein shall affect the rights of Landlord at any time to remove any unauthorized person from the common areas or to restrain the use of any of the common areas by unauthorized persons. If in the opinion of Landlord unauthorized persons are using any of the common areas by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall enforce such rights against all such unauthorized persons by appropriate proceedings.

**18.4 Parking.**

- a) **Parking Generally.** Landlord shall furnish space for parking by Tenant, its customers and employees on a nonexclusive basis in common with customers and employees of other Project tenants and occupants and of Landlord and its affiliated companies. Tenant acknowledges that Landlord does not represent or guarantee that Tenant's patrons will have immediate access to the parking at all times. The parking areas initially designated for such use are sometimes herein referred to as "parking areas." Landlord may at its discretion change the configuration, location and size of the parking areas, but except for emergency situations or temporary interruptions, any such changes to parking areas located on those portions of the Project owned by Landlord, Landlord will provide parking areas substantially equivalent to that which existed prior to such change. At all times Landlord shall have the right, on a nondiscriminatory basis, to designate, or change the designation of, the particular parking area to be used by any or all Project tenants, their employees and customers and to designate discrete areas for employee parking as set forth below in Section 18.4(b). Landlord and/or the City shall have the right from time to time to adopt reasonable rules and regulations regulating the use of the Parking Structure.
- b) **Employee Parking Restrictions.** It is understood that the employees of Tenant and the other tenants within the Project shall not be permitted to park their automobiles or other vehicles in the automobile parking areas which may from time to time be designated for patrons of the Project. Landlord may, at their option, furnish and/or cause to be furnished either within the Project parking area, or reasonably close thereto, space for employee parking. Landlord at all times shall have the right to designate the particular parking area within the Project, if any, to be used by such employees, and any such designation may be changed from time to time. Tenant and its employees shall park their vehicles only in those portions of

the parking area, if any, designated for that purpose by the Landlord, and shall attach to their vehicles any identification stickers required by Landlord. Tenant shall use best efforts to furnish Landlord with its and its employees' vehicle-license numbers within five (5) days after written request by Landlord, and Tenant shall thereafter, upon written request by Landlord, use best efforts to notify Landlord of any change within five (5) days after such change occurs. Tenant hereby authorizes Landlord, to tow away from the Project any vehicle belonging to Tenant or Tenant's employees which is parked in violation of the foregoing, or the rules and regulations issued by Landlord from time to time, and/or to attach violation stickers or notices to such vehicles.

- c) **Parking Charges.** Landlord shall have the right to charge all users of the parking facilities made available by Landlord to Project tenants, their customers, invitees and employees (including without limitation the creation of a valet service for a portion of the parking areas), and, in Landlord's sole discretion, to establish a system for validating or waiving some or all of said charges, provided that (i) Landlord may establish different rates based on the type of use (e.g. restaurant, office, or retail), and (ii) Landlord shall offer hourly, daily and monthly parking rates for employees, which rate shall not exceed the then-prevailing rates in Bossier City. If Landlord shall have established a validation system for the Project and if a majority of Project tenants agree to assume their allocable shares of the cost of such validation system, Tenant shall contribute its pro rata portion of the cost of such validation system, payable upon receipt of an invoice therefor from Landlord. Notwithstanding the foregoing to the contrary, in the event Landlord elects to charge for parking, Tenant's invitees and guests shall have the right to park up to not less than three (3) hours without charge pursuant to a validation system to then be established by Landlord.

#### **ARTICLE 19 DEFAULTS; REMEDIES**

**19.1 Events of Default.** The occurrence of any of the following shall constitute a default and material breach of this Lease by Tenant:

- a) Any failure by Tenant to pay any rent or any other charge, or any part thereof, required to be paid under this Lease when due, where such failure shall continue for a period of ten (10) days after written notice from Landlord to Tenant; or
- b) Any failure by Tenant to observe or perform any other provision, covenant, or condition of this Lease to be observed or performed by Tenant where such failure continues for ten (10) days after written notice thereof from Landlord to Tenant. If, however, the nature of such default is such that the same cannot reasonably be cured within a ten (10) day period, Tenant shall not be deemed to be in default if it shall commence such cure within such period and thereafter rectify and cure such default with due diligence [in no event to exceed sixty (60) days after written notice thereof from Landlord to Tenant specifying the particulars of the default]; or
- c) Abandonment or vacation of the Premises by Tenant; or
- d) The failure of Tenant to open its permitted business from the Premises to the general public on or before the expiration of ninety (90) days following the Rental Commencement Date as set forth in Section 4.3; or
- e) Failure of Tenant to continuously operate in the Premises as required under the Lease for three (3) or more consecutive days, where such failure is not excused by casualty, condemnation, or other force majeure event; or
- f) To the extent permitted by law, a general assignment by Tenant or any Guarantor for the benefit of creditors, or the filing by or against Tenant or any Guarantor of any proceeding under an insolvency or bankruptcy law, unless in the case of a proceeding filed against Tenant or any Guarantor the same is dismissed within sixty (60) days, or the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant or any Guarantor, unless possession is restored to Tenant or such Guarantor within thirty (30) days, or any execution or other judicially- authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease, unless such seizure is discharged within thirty (30) days.

**19.2 Remedies.**

- (a) In the event of a default by Tenant, Landlord, in addition to any other remedies

available to it at law or in equity, including injunction, at its option, may exercise any of the following rights without further notice or demand of any kind to Tenant or any other person, and Tenant expressly waives the right to any notice to vacate the Premises, including, but not limited to that provided in Louisiana Code of Civil Procedure Article 4701:

- i. Terminate this Lease and Tenant's right to possession of the Premises, and recover possession of the Premises and remove all persons therefrom; or
  - ii. Continue the Lease in effect after Tenant's breach and/or abandonment and recover rent as it becomes due; or
  - iii. Have the right to reenter the Premises and remove all persons and property therefrom by summary proceedings or otherwise; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant or disposed of in a reasonable manner by Landlord. Even though it may have re-entered the Premises, thereafter, elect to terminate this Lease and all of the rights of Tenant in or to the Premises; or Declare the entire amount of all Rent for the entire Lease Term to be immediately due, and the whole thereof shall become immediately due and payable.
- (b) Should Landlord have re-entered the Premises under the provisions of Section 19.2(a)(ii) or (iii) above, Landlord shall not be deemed to have terminated this Lease or the liability of Tenant to pay any rent or other charges thereafter accruing, or to have terminated Tenant's liability for damages under any of the provisions hereof by any such re-entry or by any action, in unlawful detainer or otherwise to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease. Tenant covenants that the service by Landlord of any notice pursuant to the unlawful detainer or tenant eviction statutes of the State of Louisiana and the surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary at the time of or at any time subsequent to the serving of such notice and such election is evidenced by a written notice to Tenant) be deemed to be a termination of this Lease. In the event of any entry or taking possession of the Premises as aforesaid, Landlord shall have the right, but not the obligation, to: (i) remove therefrom all or any part of the personal property located therein and place the same in storage at the expense and risk of Tenant, and/or (ii) erect a barricade and partition the Premises at the expense of Tenant.
- (c) Should Landlord elect to terminate this Lease pursuant to the provisions of Section 19.2 above, Landlord may recover from Tenant as damages, the following:
- i. All rent and other monies due under the terms of the Lease on the date of termination; plus
  - ii. Any other amount necessary to compensate Landlord for all of the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom including, but not limited to, any costs or expenses incurred by Landlord in: (A) the collection of any monies due and/or in enforcing its rights, remedies and recourses arising out of the default including those incurred in retaking possession of the Premises, including reasonable attorneys' fees incurred in connection with any of the foregoing; (B) maintaining or preserving the Premises after such default; (C) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises for such reletting; (D) leasing commissions; (E) removing and storing Tenant's or any other occupant's property; (F) performing obligations which Tenant failed to perform, and (G) all other costs necessary or appropriate to relet the Premises; plus
  - iii. Any unamortized portion of the amount paid to Tenant by Landlord for the initial construction or remodeling of Tenant's Work in the Premises, which amount shall be amortized over the initial Lease Term (i.e., ten (10) Lease Years) on straight line basis, and any free rent or rent concessions provided to Tenant by Landlord; plus

- iv. At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable Louisiana law; plus
  - v. Interest on all of the foregoing amounts at the rate set out in Section 30.12.
- (d) Subject to any interest Tenant's furniture, fixturing and equipment lender may have in Tenant's furniture, fixturing and equipment, in the event of default, all of Tenant's fixtures, furniture, equipment, improvements, additions, alterations and other personal property shall remain on the Premises and, during the period of such default, Landlord shall have the right to take exclusive possession of same and to use the same free of charge until all defaults are cured or, at its option, to require Tenant to remove the same forthwith.

**ARTICLE 19  
DEFAULTS; REMEDIES  
(continued)**

- 19.3 Computations.** The term "**rent**" as used in Section 19.2(c) shall mean Gross Annual Rent, and all other charges payable by Tenant to Landlord under the Lease. For the purposes of Section 19.2(c), all rent and charges other than Gross Annual Rent shall be computed on the basis of the average monthly amount thereof accruing during the twelve (12) month period immediately preceding default, unless a twelve (12) month period of this Lease has not elapsed, in which case the average monthly amount shall be based upon the entire period of Tenant's occupancy of the Premises.
- 19.4 Efforts to Relet.** For the purposes of this Article, Tenant's right to possession shall not be deemed to have been terminated by reasonable efforts of Landlord to relet the Premises, by its acts of maintenance or preservation with respect to the Premises, or by appointment of a receiver to protect Landlord's interests hereunder. The foregoing enumeration is not exhaustive, but merely illustrative of acts which may be performed by Landlord without terminating Tenant's right to possession.
- 19.5 No Waiver.** The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing.
- 19.6 Waiver of Trial by Jury.** Landlord and Tenant desire and intend that any disputes arising between them with respect to or in connection with this Lease be subject to expeditious resolution in a court trial without a jury. Therefore, Landlord and Tenant each hereby waive the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by either Landlord against Tenant or Tenant against Landlord or any matter whatsoever arising out of, or in any way connected with, this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

**ARTICLE 20  
DEFAULT BY LANDLORD**

Landlord shall not be in default hereunder unless Landlord fails to perform the obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord specifying the failure and state that it is a "**NOTICE OF DEFAULT**" following Landlord's failure to act within such thirty(30) day notice period, to the holder of any first mortgage or deed of trust covering the Premises, whose name and address shall have theretofore been furnished to Tenant in writing specifying wherein Landlord has failed to perform such obligation; provided, however, if the nature of Landlord's obligation is such that more than

thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In the case of a default by Landlord, prior to Tenant's exercise of any remedy, the holder of any first mortgage or deed of trust encumbering the Project shall have the right, but not the obligation, to cure such a default. Nothing herein contained shall be interpreted to mean that Tenant is excused from paying Rent due hereunder as a result of any default by Landlord. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default, and Tenant's remedies shall be limited to an action at law for monetary damages. In no event shall Landlord be liable for consequential damages or Tenant's lost profits resulting from Landlord's default. If it is determined in any proceedings that Landlord has improperly failed to grant its consent or approval, where such consent or approval is required by this Lease, Tenant's sole remedy shall be to obtain declaratory relief determining such withholding to have been improper, and Tenant hereby waives all claims for damages or set-off against Landlord resulting from any withholding of consent or approval by Landlord. Notwithstanding anything to the contrary in this Article, in the event of Landlord's nonpayment of utilities (other than such utilities which are the responsibility of the Tenant) costs by the applicable deadline(s) (subject to a maximum cure period of thirty (30) days), Tenant shall have the right, but not the obligation, to pay such costs and to set-off against Gross Rent due hereunder, all such payments plus 10%.

#### **ARTICLE 21 ATTORNEYS FEES**

If either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, the unsuccessful party in such action or proceeding shall pay to the successful party the reasonable attorneys' fees and costs incurred therein by the successful party.

#### **ARTICLE 22 EMINENT DOMAIN**

- 22.1 Taking Resulting in Termination.** In the event that all or substantially all of the Premises shall be taken under the power of eminent domain, or that any portion of the Project shall be so taken so as to render the Project not reasonably suitable for continuation of business in Landlord's or Landlord's lender's sole and absolute discretion, this Lease shall thereupon terminate as of the date possession shall be so taken. In the event that a portion of the floor area of the Premises shall be taken under the power of eminent domain and the portion not so taken will not be reasonably adequate for the operation of Tenant's business, notwithstanding Landlord's performance of restoration as hereinafter provided, this Lease shall terminate as of the date possession of such portion is taken. If this Lease is terminated, all rent shall be paid up to the date that possession of the Premises, or a portion thereof, is taken by public authority, and Landlord shall make an equitable refund of any rent paid by Tenant in advance and not earned.
- 22.2 Partial Taking.** In the event of any taking under the power of eminent domain which does not terminate this Lease as aforesaid: (a) any obligation of Tenant under this Lease to pay all amounts required and all of the other provisions of this Lease shall remain in full force and effect, except that Gross Annual Rent shall be reduced in the same proportion that the amount of floor area of the Premises taken bears to the floor area of the Premises immediately before such taking, (b) other charges under this Lease based on floor area shall be calculated based upon such reduced floor area, (c) Landlord shall, to the extent of the condemnation award, at Landlord's own cost and expense, in the part of the Premises which is not taken, restore Landlord's Work to as near its former condition as the circumstances will permit, and (d) Tenant shall do likewise with respect to Tenant's Work in the part of the Premises which is not taken.
- 22.3 Award.** All damages awarded for any such taking under the power of eminent domain, whether for the whole or a part of the Premises, shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value of the leasehold or for the fee of the Premises. Notwithstanding the foregoing, any compensation specifically awarded for Tenant's moving expenses, Tenant's loss of business or goodwill, the value of property installed by Tenant, or for Tenant's Property, shall be the property of Tenant.
- 22.4 Transfer Under Threat of Taking.** A voluntary sale by Landlord to any public or quasi-public body, agency or person, corporate or otherwise, having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking by eminent domain.

**ARTICLE 23**  
**SUBORDINATION TO FINANCING; ATTORNMENT**

- 23.1 Subordination.** This Lease is subject and subordinate to all ground or underlying leases, including sale-leaseback leases, mortgages and deeds of trust which now affect the Premises, the Project or any portion thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant shall promptly execute and deliver to Landlord any instruments requested by Landlord to confirm the subordination contained in this Section 23.1. If, however, the lessor under any such lease, the holder or holders of any such mortgage or the beneficiary or beneficiaries under any such deed of trust shall advise Landlord that it or they desire or require this Lease to be prior and superior thereto, then, upon written request of Landlord to Tenant, Tenant shall promptly execute, acknowledge and deliver all instruments which Landlord or such lessor, holder or holders, or beneficiary or beneficiaries deem necessary or desirable for purposes thereof, provided that such lessor or holders of any such deed of trust or mortgage agree to not disturb Tenant's use or possession of the Premises or the operation of Tenant's business therein on the condition that Tenant is not in default under the Lease.
- 23.2 Future Encumbrances.** Landlord shall have the right to cause this Lease to be, become and remain subject and subordinate to all ground or underlying leases, including sale-leaseback leases, mortgages and deeds of trust which may hereafter be executed covering the Project, the Premises, the real property thereunder or any portion thereof, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest thereon, and subject to all of the terms and provisions thereof. Tenant shall, within ten (10) days after Landlord's written request therefor, execute, acknowledge and deliver all documents or instruments requested by Landlord or necessary or proper to assure the subordination of this Lease to such mortgages, deeds of trust or leasehold estates. Failure of Tenant timely to execute, acknowledge and deliver the foregoing shall constitute a material default under this Lease.
- 23.3 Attornment.** Notwithstanding anything to the contrary set forth in this Article, Tenant hereby attorns and agrees to attorn to any person, firm or corporation purchasing or otherwise acquiring the Project, the Premises or the real property thereunder or any portion thereof at any sale or proceeding, or pursuant to the exercise of rights, powers or remedies under any mortgage, deed of trust or ground or underlying lease, as if such person, firm or corporation had been named as Landlord herein; it being intended hereby that if this Lease is terminated, cut off or otherwise defeated by reason of any act or actions by the owner or holder of any such mortgage or deed of trust, or the lessor under any such leasehold estate, then, at the option of any such person, firm or corporation so purchasing or otherwise acquiring the Project, the Premises or the real property thereunder or any portion thereof, this Lease shall continue in full force and effect. Tenant shall promptly execute and deliver to Landlord any instruments requested by Landlord to confirm the agreement contained in this Section 23.3, provided that such lessor or holders of any such deed of trust or mortgage agree to not disturb Tenant's use or possession of the Premises or the operation of Tenant's business therein on the condition that Tenant is not in default under the Lease.
- 23.4 Estoppel Certificate.** If, upon any proposed sale, lease, financing, assignment or hypothecation of the Premises, this Lease, the Project or the land thereunder by Landlord, an estoppel certificate shall be required from Tenant and any assignee or sublessee of Tenant, Tenant shall deliver in recordable form within ten (10) days after written request therefor by Landlord, said certificate from Tenant and any assignee or sublessee of tenant, substantially in the form of Exhibit "D" (or any other form as reasonably requested by Landlord or Landlord's lender or potential purchaser or lender). Tenant's failure or refusal to timely execute or obtain such certificate(s), or such other certificate(s) the party (other than Landlord) to the proposed sale, lease, financing, assignment, or hypothecation may request, shall constitute an acknowledgement by Tenant that the statements contained in such certificate are true and correct without exception.
- 23.5 Mortgage Changes.** Tenant shall not unreasonably withhold its consent to changes or amendments to this Lease requested by Landlord's ground lessor, if any, or any present or future holder of a mortgage or deed of trust or such similar financing instrument covering Landlord's fee or leasehold interest in the Premises, as the case may be, so long as such changes do not materially alter the economic terms of this Lease or otherwise materially diminish the rights or materially increase the obligations of Tenant.

**ARTICLE 24  
SALE OF PREMISES BY  
LANDLORD**

In the event of any sale or other conveyance of the Building or the Project by Landlord or an assignment by Landlord of this Lease, Landlord shall be and is hereby entirely freed and relieved of all liability under all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises or this Lease occurring after the consummation of such sale, conveyance or assignment.

**ARTICLE 25  
HOLDOVER BY TENANT**

- 25.1 Holdover Tenancy.** This Lease shall terminate without further notice upon the expiration of the Lease Term. Upon the expiration or earlier termination of the Lease Term, Tenant shall peaceably and quietly surrender the Premises broom-clean and in the same condition as the Premises were in upon delivery of possession of same to Tenant by Landlord, reasonable wear and tear and any damage to the Premises which Tenant is not required to repair pursuant to Articles 16, 17 or 22 excepted. Should Tenant hold over in the Premises beyond the expiration or earlier termination of this Lease, the holding over shall not constitute a renewal or extension or reconduction of this Lease or give Tenant any rights under this Lease. In such event, Landlord may, in its sole discretion, treat Tenant as a tenant at will or a tenant at sufferance. Tenant's hold over, unauthorized occupancy of the Premises shall nevertheless be subject to all of the terms and conditions of this Lease (including, but not limited to, the payment of Gross Annual Rent and all other Additional Rent and other charges payable by Tenant under this Lease), except that Gross Annual Rent shall be automatically increased to an amount equal to one hundred twenty-five percent (125%) of the Gross Annual Rent which was payable by Tenant for the twelve (12) month period immediately preceding the expiration or earlier termination of this Lease. Notwithstanding anything to the contrary herein, to the extent that the Tenant extends the Lease Term after payment of the increased Gross Annual Rent described herein, then such excess rental payment shall be credited back and applied to the overall Gross Annual Rent as specified in the Lease renewal.
- 25.2 Failure to Surrender.** If Tenant shall fail to surrender the Premises upon the termination or expiration of this Lease, in addition to all other liabilities to Landlord accruing therefrom, Tenant shall indemnify and hold Landlord harmless from loss or liability resulting from such failure including, without limiting the generality of the foregoing, any claim made by any succeeding tenant founded upon such failure to surrender. Acceptance by Landlord of any Gross Annual Rent or Additional Rent after the expiration or earlier termination of this Lease shall not constitute a consent to a holdover hereunder, constitute acceptance of Tenant as a tenant at will, or result in a renewal of this Lease.

**ARTICLE 26  
NOTICES**

- 26.1 Notices.** Every notice, demand or request (collectively "Notice") required hereunder or by law to be given by either party to the other shall be in writing. Every provision of this Lease which provides that either party shall notify the other of any particular matter shall be governed by this Section. Notices, payments and communications required or permitted to be given in connection with this Lease shall be mailed, by certified or registered United States mail, postage prepaid, or delivered (either personal delivery or delivery by private express courier service such as FedEx). Notices may also be given by fax, provided that the notice is concurrently given by one of the methods described in the preceding sentence and that confirmation of completed transmission is obtained. The address for notices are set forth in Section 2.1 of this Lease. The person and the place to which notices are to be mailed or delivered may be changed by either party by written notice to the other party given in accordance with the provisions of this Article. Notices sent in accordance with this Article shall be effective (i) in the case of fax notices, upon receiving confirmation that the facsimile has been transmitted (provided that if the faxed notice is received outside normal business hours [i.e., after 5:00 p.m. on weekdays, and anytime on weekends or holidays], such notice shall not be effective until the next business day), and (ii) in the case of all other delivery methods, upon receipt or on the date of attempted delivery of such notice.

**ARTICLE 27  
ADDENDUM**

27.1 **Picklr Addendum.** The PicklR Lease Addendum attached hereto as Exhibit "F" shall apply to all aspects of this Lease.

**ARTICLE 28  
CAPTIONS AND TERMS**

28.1 **Reference Only.** The captions of Articles and Sections of this Lease are for convenience only, are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

28.2 **Parties.** If more than one person or corporation is named as Landlord or Tenant in this Lease and executes the same as such, the word "Landlord" or "Tenant" wherever used in this Lease is intended to refer to all such persons or corporations, and except as provided in Section 30.15, the liability of such persons or corporations for compliance with the performance of all of the terms, covenants and provisions of this Lease shall be joint and several. All personal pronouns used in this Lease, whether masculine, feminine or neuter, shall include all other genders.

**ARTICLE 29  
OBLIGATIONS OF SUCCESSORS**

29.1 **Successors Bound.** Each and all of the provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, and except as otherwise specifically provided in this Lease (including without limitation Article 24), their respective heirs, executors, administrators, successors and assigns, subject at all times to all agreements and restrictions contained elsewhere in this Lease with respect to the Transfer of all or any part of Tenant's interest in this Lease and/or the Premises.

**ARTICLE 30  
MISCELLANEOUS PROVISIONS**

30.1 **Severability.** If any provision of this Lease shall be determined by a court of competent jurisdiction to be void, such determination shall not affect any other provision of this Lease, and all such other provisions shall remain in full force and effect.

30.2 **Warranty of Authority.** If Tenant is a corporation or partnership, each individual executing this Lease on behalf of the corporation or partnership represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation or partnership and that this Lease is binding upon the corporation or partnership. If Tenant is a corporation, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that: (a) Tenant is a duly qualified corporation and all steps have been taken before the Effective Date to qualify Tenant to do business in the State of Louisiana; (b) all franchise and corporate taxes have been paid to date; and (c) all forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due.

30.3 **Entire Agreement.** There are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto and/or their respective representatives and agents or displayed by Landlord to Tenant with respect to the subject matter hereof, and none thereof shall be used to interpret or construe this Lease. This Lease contains all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rent, use and occupancy of the Premises and shall be considered to be the only agreement between the parties hereto and their representatives and agents. None of the terms, covenants, conditions, or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties and all reliance with respect to representations is totally upon the representations and agreements contained in this Lease.

30.4 **Right to Lease.** Landlord reserves the absolute right to affect such other tenancies in the Project or the Project as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Project or any of interest of Landlord in the Project. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall, during the Lease Term, occupy any space in the Project.

30.5 **Governing Law.** The laws of the State of Louisiana shall govern the validity, construction,

performance, and enforcement of this Lease. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the venue of such suit or action shall be the Parish in which the Project is located, or the federal judicial district in which the Project is located. Although the printed provisions of this Lease were drawn by Landlord, this Lease shall not be construed either for or against Landlord or Tenant but shall be interpreted in accordance with the general tenor of its language.

- 30.6 Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other non-financial causes beyond the reasonable control of the party obligated to perform, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage, except the obligations, once accrued, imposed with regard to rental and other charges to be paid by Tenant pursuant to this Lease. Tenant must provide notice of any force majeure delay to Landlord within ten (10) days of the occurrence of such delay or Tenant waives its right to claim a force majeure delay. In addition, delays caused by governmental authorities in obtaining Tenant's permits shall not be deemed to be a force majeure event and shall not postpone the Rental Commencement Date.
- 30.7 Cumulative Rights.** Landlord's various rights, options, elections, powers and remedies contained in this Lease shall be construed as cumulative and no one of them shall be exclusive of any of the others, or of any other legal or equitable remedy which either party might otherwise have in the event of breach or default in the terms hereof, except as such remedies may otherwise be limited under this Lease. The exercise of one right or remedy by one party shall not impair its right to any other right or remedy until all obligations imposed upon the other party have been fully performed.
- 30.8 Time.** Except for the delivery of possession of the Premises to Tenant, time is of the essence with respect to the performance of each of the covenants and agreements contained in this Lease.
- 30.9 Late Charges.**
- a) Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which is extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, And late charges which may be imposed upon Landlord by the terms of any mortgage or deed of trust encumbering the Premises. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee when such amount is due, then Tenant shall pay to Landlord, as Additional Rent, a late charge equal to Two Hundred Fifty Dollars (\$250.00) or four percent (4%) of the amount due, whichever is higher, provided that such amount will not exceed the maximum rate permitted by law, plus all attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by Tenant.
  - b) Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.
- 30.10 Financial Statements and Credit Reporting.**
- a) At any time during the Lease Term, but no more than twice in any calendar year, Tenant shall, upon ten (10) days' prior written notice from Landlord, provide Landlord, any proposed purchaser in connection with a proposed sale of the Project, or any institutional lender with whom Landlord is negotiating for interim, construction or permanent financing during the Lease Term, with a confidential current financial statement and financial statements for each of the two years before the then- current fiscal statement year. Such current statement shall be prepared in accordance with generally- accepted accounting principles and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant. All information received by Landlord shall be treated in a confidential manner; provided, however, Tenant expressly agrees that Landlord may use such financial information for the purposes outlined above and may disclose the same if required by law.
  - b) Landlord shall have the right at any time and from time to time to obtain a credit report on Tenant. Tenant shall execute any form reasonably required by Landlord or the credit-reporting entity to enable Landlord to obtain a credit report. Tenant shall grant any consent

required by any credit-reporting agency if necessary or desirable to enable Landlord to obtain a credit report.

- 30.11 Real Estate Brokers.** Landlord and Tenant represent and warrant that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease, except that Tenant was represented in this transaction by Mark Sealy with Sealy Real Estate Services, LLC. "Tenant's Broker", as Tenant's Broker in connection with this lease. Landlord shall be responsible to pay any commissions due to Tenant's Broker, related to this lease, pursuant to a separate letter agreement with Tenant's Broker. Otherwise, each shall indemnify the other against and hold it harmless from all liability arising from any such claim arising through it including, without limitation, the cost of attorneys' fees and court costs in connection therewith.
- 30.12 Interest Rate.** The term "interest rate" as used in this Lease shall mean the rate per annum equal to the prime rate of interest published in the Wall Street Journal from time to time as the base rate of corporate loans at large U.S. money center banks, plus four percent (4%), provided, however, in no event shall the interest rate be greater than the maximum lawful rate. During the period of any delinquency the interest rate shall be adjusted quarterly.
- 30.13 Exculpation.** Notwithstanding anything contained in this Lease to the contrary, in consideration of the benefits accruing hereunder, Tenant acknowledges and agrees that all persons dealing with Landlord must look solely to the interest of Landlord in the Project for the enforcement of any claims against or liability of Landlord. No present or future officer, director, employee, trustee, member, investment manager or agent of Landlord shall have any personal liability, directly or indirectly, and recourse shall not be had against any such officer, director, employee, trustee, member, investment manager or agent under or in connection with this Lease. Additionally (a) no present or future officer, director, employee, trustee, member, investment manager or agent of Landlord shall be sued or named as a party in any suit or action (except as may be necessary to secure jurisdiction of the company or partnership); (b) no service of process shall be made against any present or future officer, director, employee, trustee, member, investment manager or agent of Landlord (except as may be necessary to secure jurisdiction of the company or partnership); (d) no present or future officer, director, employee, trustee, member, investment manager or agent of Landlord shall be required to answer or otherwise plead to any service of process; (e) no judgment will be taken against any present or future officer, director, employee, trustee, member, investment manager or agent of Landlord; (f) any judgment taken against any present or future officer, director, employee, trustee, member, investment manager or agent of Landlord may be vacated and set aside at any time after the fact; (g) no writ of execution will be levied against the assets of any present or future officer, director, employee, trustee, member, investment manager or agent of Landlord. Tenant hereby waives and releases any and all such personal liability and recourse. The limitations of liability provided in this Section are in addition to and not in limitation of, any limitation on liability applicable to Landlord provided by law or in any other contract, agreement or instrument. In no event shall Landlord be liable to Tenant for special or consequential damages. The covenants and agreements contained in this Section 30.15 are enforceable both by Landlord and also by each present or future officer, director, employee, trustee, member, investment manager or agent of Landlord as third-party beneficiaries to the protections of this Section.
- 30.14 Recording.** Tenant shall record this Lease or any short form or memorandum of this Lease. Tenant, upon the request of Landlord's ground lessor(s), mortgagee(s) or beneficiary(ies) under deed(s) of trust, shall execute and acknowledge a short form or memorandum of this Lease for recording purposes. Upon the expiration or earlier termination of this Lease for any reason, Tenant, within three (3) days after request by Landlord, shall deliver to Landlord a quitclaim deed conveying to Landlord all interest Tenant may have had under this Lease, and such other instruments as Landlord may reasonably request to evidence the same.
- 30.15 Right to Show Premises.** During the last one hundred twenty (120) days of the Lease Term or upon earlier termination of this Lease, Landlord shall have the right to go upon the Premises to show same to prospective tenants or purchasers and to post appropriate signs.
- 30.16 Hazardous Materials.**
- a) Tenant, at its sole cost and expense, shall comply with all laws relating to the storage, use, handling, and disposal of "**Hazardous Materials**". As used herein, the term "Hazardous Material(s)" includes, without limitation, any hazardous or toxic material, substance or waste, such as (a) those materials identified in those described in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., (b) any material, substance or waste which is toxic, ignitable, corrosive or reactive and which is regulated by any local governmental authority, any

agency of the State of Louisiana or any agency of the United States government, (c) any other material, substance or waste which is defined or regulated as a hazardous material, extremely hazardous material, hazardous waste or toxic substance pursuant to any law, rule, regulation or order of the United States government, the State of Louisiana or any local governmental body, (d) asbestos, (e) petroleum and petroleum-based products, (f) formaldehyde, (g) polychlorinated biphenyls (PCBs), and (i) freon and other chlorofluorocarbons.

- b) With the exception of normal cleaning supply items maintained at the Premises, which cleaning supplies shall be maintained in accordance with all applicable laws relating to Hazardous Materials, Tenant shall not store, use, handle or dispose of any Hazardous Material in the Premises, the Project without Landlord's prior written consent, which Landlord shall be entitled to grant, withhold, or condition as Landlord deems appropriate in Landlord's sole and absolute discretion. Tenant's storage, use, handling, or disposal of Hazardous Materials without Landlord's prior written consent shall constitute a material default under this Lease. Landlord shall not store, use, handle or dispose of any Hazardous Material in the Premises, or the Project in violation of any federal, state or local laws.
- c) Tenant shall promptly notify and provide Landlord with copies of all reports filed pursuant to any self-reporting requirements, applicable law or this Lease, permit applications, permits, monitoring reports, workplace and community-exposure warnings or notices, orders, reports, notices, listings and correspondence (even those considered confidential) of or concerning the release or threatened release, investigation of, compliance, clean-up, remedial and corrective action or abatement of Hazardous Materials including, but not limited to, reports and notices, complaints, pleadings and other legal documents filed against Tenant and/or the Premises related to Tenant's use, handling, storage or disposal of Hazardous Materials in the Premises, or the Project.
- d) The clean-up and disposal of all Hazardous Materials within the Premises, including any required monitoring and documentation, shall be performed at Tenant's sole cost and expense. The extent of the clean-up shall be determined solely in accordance with environmental laws or any Landlord lender. Landlord shall have the right to supervise any such clean-up and disposal by Tenant. Within forty-five (45) days following the clean-up of any Hazardous Materials by or at the direction of Tenant, Tenant shall furnish to Landlord Hazardous Materials manifests and records which document proper transport and disposal of such material. The foregoing notwithstanding, Landlord, in its sole discretion, may elect by written notice to Tenant to perform the clean-up and disposal of any such Hazardous Material. In such event, Tenant shall pay to Landlord, as Additional Rent, the actual cost of same upon receipt from Landlord of a written invoice therefor.
- e) Tenant shall permit Landlord, its agents and employees to enter the Premises at any time, without prior notice, to inspect or take action with respect to Hazardous Materials.
- f) Tenant shall be solely responsible for and shall defend, indemnify and hold Landlord and Landlord's directors, officers, shareholders, partners, agents and employees harmless from and against all claims, judgments, liabilities, costs and expenses, including attorneys' fees and costs, arising out of or connected with its storage, use handling or disposal of Hazardous Materials on the Premises except to the extent such Hazardous Materials were installed or placed on the Premises by Landlord. In addition, except with respect to any Hazardous Material installed in or placed on the Premises by Landlord or any agent, employee or contractor of Landlord, Tenant shall be solely responsible for and shall defend, indemnify and hold Landlord, Landlord's directors, officers, shareholders, partners, agents and employees and the Premises harmless from and against all claims, judgments, liabilities, costs and expenses, including attorneys' fees and costs, arising out of or connected with the removal, clean-up and/or restoration work and materials necessary to return the Premises, and the Project to their condition existing before the appearance of the Hazardous Materials on the Premises. Tenant's obligations under this Section 30.20 shall survive the termination of this Lease.

**30.17 Quiet Enjoyment.** Upon Tenant's timely payment of Gross Rent and Additional Rent and its observation and performance of all of the covenants, terms and conditions of this Lease to be observed and performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises from and after delivery thereof to Tenant, subject to: (a) the rights of the parties as set forth in this Lease; (b) any instrument, mortgage or deed of trust to which this Lease is subordinate; (c) all ground or underlying leases, agreements and encumbrances to which this Lease is subordinate; (d) all matters of record; and (e) disturbances, odors and similar inconveniences which are commonly associated with retail centers of the type and size of the Project and/or with tenants located in such

retail centers.

- 30.18 Modification Fees.** If Tenant requests any modification or amendment to this Lease, including any request for termination, after this Lease has been executed by Landlord and Tenant, Tenant shall reimburse Landlord for Landlord's reasonable attorneys' fees for the review, preparation, negotiation and drafting of each such instrument and for Landlord's reasonable administrative costs incurred in the processing of each such request. The foregoing attorneys' fees and administrative costs shall be due and payable upon Landlord's written demand therefor, whether or not the modification, amendment or termination is ultimately executed and delivered. Nothing contained in this Section 30.22, and no payment by Tenant of any fees in accordance with this Section 30.22, shall imply any obligation on Landlord's part to approve any modification or amendment to the Lease.
- 30.19 Partial Payment.** No payment by Tenant or receipt by Landlord of a lesser amount than the Gross Rent or Additional Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease, at law or in equity. Landlord may accept letters, checks and other types of payment showing "payment in full" or using other language to indicate satisfaction of Tenant's obligation, without waiving any of Landlord's rights to receive full payment under this Lease. Satisfaction of Tenant's debt for less than the full amount due shall require a written agreement, signed by Landlord or its managing agent.
- 30.20 Covenants Respecting Financial Assistance.** Tenant covenants and agrees to cooperate with Landlord's efforts to obtain all applicable City financial assistance for which Landlord and the Project are eligible. This shall include, without limitation, transferring to Landlord any credits (but not employee tax credits) or monies received (other than any advertising and/or marketing dollars which Tenant shall be entitled to retain) by Tenant from any public, governmental or quasi-governmental entity.
- 30.21 Landlord reserves the right to change the name and/or logo of the Project at any time, in its sole and absolute discretion.**

**Remainder of Page Intentionally Left Blank.**

IN WITNESS WHEREOF, Landlord and Tenant have duly executed and delivered this Lease as of the day and year first above written.

"Landlord"

BOARDWALK ROUTH, LLC,  
a Louisiana limited liability company



Name: John O'Shaughnessy

Title: Asset Manager

"Tenant"

Louisiana Pickleball Partners, llc



Name: Christopher Phillips

Title: Parter

**IF TENANT IS A CORPORATION, THE AUTHORIZED OFFICERS MUST SIGN ON BEHALF OF THE CORPORATION. THE LEASE MUST BE EXECUTED BY (i) THE CHAIRMAN OF THE BOARD, PRESIDENT OR VICE PRESIDENT AND (ii) THE SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER UNLESS THE BYLAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS SHALL OTHERWISE PROVIDE, IN WHICH EVENT, THE BYLAWS OR A CERTIFIED COPY OF THE RESOLUTION, AS THE CASE MAY BE, MUST BE PROVIDED TO LANDLORD.**



**EXHIBIT B**

**CERTIFICATION OF RENT COMMENCEMENT DATE**

To that certain Lease Agreement dated \_\_\_\_\_, 20\_\_ between BOARDWALK ROUTH LLC, as Landlord, and \_\_\_\_\_, as Tenant.

**CERTIFICATION OF RENT COMMENCEMENT DATE**

The Parties hereby agree that the Rent Commencement Date (as defined in said Lease) is and shall be \_\_\_\_\_, 2025, for all purposes of said Lease. This Certificate shall be attached to the Lease and made a part thereof.

This \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT C & D**

**Construction Rules & Regulations**

**General**

The General Contractor (TGC) may be required to attend periodic meetings with the Landlord's Representative. Notification will be sent to TGC's prior to meetings.

Landlord reserves the right to have any contractors, subcontractors or suppliers who violate the requirements of this document or Louisiana Boardwalk requirements to cease work immediately and be replaced on the site by a contractor, subcontractor, or supplier willing to abide by the requirements of this document.

**Job Familiarity**

Prior to commencement of construction, TGC shall thoroughly review the "Contractor's Rules and Regulations," verify dimensions of the Demised Premises, utility locations and familiarize themselves with the jobsite conditions.

**Supervision**

The TGC shall provide a full-time supervisor or representative on-site at all times (*for answering questions, meeting with City Officials, Tenant Coordination, etc.*) while construction is being performed in the Tenant's Demised Premises.

The TGC is responsible for supervising the activities of all subcontractors under his control on site f or the Tenant's construction, including, but not limited to, those hired by the TGC and/or those hired directly by the Tenant (*i.e. sign contractors, painters, etc.*).

The TGC will have a supervisor on site while work is in progress within (*or outside*) the Demised Premises at all times to ensure compliance with all Construction Rules and Regulations.

**Building Permit**

The Tenant or TGC shall apply for all permits, coordinate Building Department submittals and pay all associated fees directly to the Planning, Engineering & Permits Department of the City of Bossier City.

Tenant shall apply for and obtain all approvals and permits from the local health department if required.

Building Permits shall be posted in the Demised Premises (*within clear sight*) before any work starts (*i.e. rough framing, plumbing or electrical*). A copy of the permit must be on file with the Landlord's office prior to the start of construction.

**Certificate of Occupancy**

Tenant or TGC shall be responsible for promptly obtaining the Certificate of Occupancy from the City of Bossier City following the completion of the Tenant's Work, and shall promptly forward a copy to the Landlord's Representative.

**Code Compliance and Inspections**

The TGC is responsible for scheduling inspections with the City of Bossier City Inspections Department and other inspectors as necessary and to comply with all departmental requirements, codes and regulations.

A copy of all inspection reports must be submitted to the Landlord upon completion of the work.

In the event TGC is notified of any violations of codes by the jurisdictional authorities or by Landlord, TGC shall correct such violations within seven (7) calendar days from such date of notification, or less if dictated by the authority having jurisdiction.

The Tenant's construction shall comply with all governing requirements and the requirements of any entity having jurisdiction, including but not limited to all applicable federal, state, county and/or local statutes, ordinances, regulations, laws and codes.

**Hot Work Permit**

A permit signed by the General Manager will be required for each area that undergoes hot work, whether it will be performed by outside service companies or contractors or by in-house staff. This includes torching, welding, soldering, or sweating that might be performed by electrical, plumbing, HVAC, roofing, and other contractors. A review will be required, which will include the scope of the

work, fire prevention methods. Also required is at least a 30-minute fire watch after work has been completed. Major fires have occurred from the result of improper or unprotected hot work. Hot Work Permit tags are attached on the following page. Target date for documenting and implementing the procedure: \_\_\_\_\_.

**HOT WORK PERMIT**

Hot work includes cutting, welding, brazing, grinding, soldering, drawing pipes, torch applied roof covers, and any operation involving open flames, generating sparks or heat.

Supervisor must inspect the proposed work site before authorizing the permit, and check the precautions below that are below:

- Sparklers are in working order
- Cutting/Welding equipment is in good condition

**Within 35 feet of the work site**

- All flammable liquids are removed
- Combustibles are removed or covered with fire resistant tarp or noncombustible shield
- Combustible floors are wetted - floors wet covered with damp sand or noncombustible material
- Floors are swept clean of combustibles
- All floor and wall openings are covered adequately

**Work on walls/ceiling**

- Fire resistant tarps are suspended beneath work area to collect any sparks
- Combustibles have been moved away from the other side of the wall
- Construction is noncombustible and without combustible coverings or insulation

**Work on enclosed equipment**

- All combustibles have been purged of flammable vapors
- Combustibles have been cleaned out enclosed equipment

Supervisor must complete this section. Sign to be kept at the work site.

**FINAL CHECK-UP**

- The hotworking permit has been completed and returned
- The site was monitored 2-4 hours after the work completed

\_\_\_\_\_  
Signature (Supervisor)

*This section is to be completed and signed by the supervisor after completion of the project. Permit sections should have the Assessor's signature and kept on file for review by a CMA representative.*

For more information please call us toll-free at (866) 262-0510 or visit us online at [www.cma.com/riskcontrol](http://www.cma.com/riskcontrol)

The information, samples and suggestions presented in this document have been developed from sources believed to be reliable, but they should not be construed as legal advice. CMA accepts no legal responsibility for the correctness or completeness of this material or its application to specific factual situations. Consult competent legal counsel and/or other appropriate business advisors before using the information presented here for any purpose. The information, samples and suggestions are provided as a service to our clients and are not intended to constitute an offer of insurance or any other financial product. The information, samples and suggestions are provided as a service to our clients and are not intended to constitute an offer of insurance or any other financial product. Copyright 2006 Continental Casualty Company. CMA is a service mark registered with the United States Patent and Trademark Office. All rights reserved.



Risk Control

**HOT WORK PERMIT**

Date: \_\_\_\_\_ Area: \_\_\_\_\_ Building/Floor: \_\_\_\_\_

Work to be done: \_\_\_\_\_

Fire watch provided: \_\_\_\_\_

**FIREWATCH PRECAUTIONS**

- While the work is in progress, during any lunch and/or coffee break, and for a minimum of 30 minutes after the work is completed, a combustible firewatch is to be provided for floor where work is taking place and floors above.
- Firewatch person is to be equipped with a charged small hand held fire extinguisher.
- Firewatch person is to be equipped with a sounder that the alarm and in the use of firewatch equipment.

The location noted above has been examined. The precautions listed above and the applicable precautions on the reverse side of this form have been checked to prevent fire.

Date Permit Expires: \_\_\_\_\_ Time: \_\_\_\_\_ AM  PM

Signature (Supervisor)

Supervisor completes this section. Keep this at work site.

**HOT WORK PERMIT**

Permit Issue Date: \_\_\_\_\_  
Location: \_\_\_\_\_

Supervisor should keep this section. Remainder of permit.

For more information please call us toll-free at (866) 262-0540 or visit us online at [www.cma.com/riskcontrol](http://www.cma.com/riskcontrol)

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**Governmental Agencies**

City: City of Bossier – Inspections Department  
Phone: (318-741-8571)

Health Department: Bossier Health Unit  
Environmental Health Division  
3022 Old Minden Rd  
Bossier City, LA  
71111  
Phone: (318-741-7314)

**Liens**

TGC agrees to deliver to the Landlord a complete release from all liens and affidavits arising out of Tenant’s Work. TGC shall provide to Landlord full, final and unconditional waiver of liens from TGC, subcontractors, lower tier subcontractors, material suppliers, and any other entity providing labor or material to the project.

**Landlord Inspections**

The Landlord reserves the right to enter the Demised Premises at any time during construction for observation and monitoring of Tenant’s work.

**Quality of Workmanship**

Tenant’s work shall be performed in a thorough, first class and workmanlike manner, in compliance with Landlord approved plans; and shall be in good and usable condition at the date of completion thereof.

If, in the Landlord’s judgment, the work fails to comply with this standard, the Tenant will not be allowed to open until any discrepancies are corrected. Furthermore, these conditions shall not be cause f or delay in the commencement date.

**Approved Design**

All Tenant Work is to be completed in accordance with the plans and specifications reviewed and approved by the Landlord (Boardwalk Routh, LLC) and said approval of Tenant’s Plans and Specifications does not warrant Landlord to the ownership of Tenant’s Plans and Specifications and design, (*i.e. Tenant is fully responsible for the design as it relates to the design criteria as set forth for the Shopping Center and Landlord’s approval is for the benefit of the Center only*). No approval by the Landlord is valid unless it is in writing and signed by the Landlord’s Representative.

It is the Tenant’s and TGC’s responsibility to insure that Tenant’s Work is in compliance with the Lease, the Tenant Manual, the approved drawings and the requirements of this document.

The Tenant’s plans shall also comply with all applicable laws and all city, county and state rules, ordinances and regulations relating thereto. If the Demised Premises have not been constructed in accordance with such plans, the Tenant will not be per mitted to open the Demised Premises for business and these conditions shall not be cause for delay in the commencement date.

### **Professional Behavior**

The TGC's shall ensure that all employees and subcontractors are properly attired at all times including, but not limited to, shirts with sleeves, long pants, socks, proper work shoes and hard hats. NOTE: Shorts are **not** permissible.

No employee shall bring any illegal drugs or alcoholic beverages within the Louisiana Boardwalk site or be under the influence of such substances while on Louisiana Boardwalk grounds.

Smoking is not allowed except for in posted areas as designated by the Shopping Center.

No employee shall bring any firearm or other weapon within Louisiana Boardwalk site.

No person shall be disruptively loud or use any foul or offensive language or intimidate, threaten or harass, whistle or use any sexual, racial or ethnic slurs or comments to or about any other employee, shoppers or person within Louisiana Boardwalk site.

Pets are not allowed on the premises of Louisiana Boardwalk or in the Demised Premises at any time.

Family members (*non-employee*) of the TGC and/or subcontractors are not allowed in the Demised Premises at any time.

**Any employee violating these requirements may be immediately/permanently removed from the property.**

### **Security**

Tenant shall ensure the security of the Demised Premises in accordance with Landlord's standards. Each individual contractor shall be solely responsible for the security of their equipment, materials, and finished work. In case of emergency the Security phone number is: (318-963-1163) **or 911**.

### **Temporary Addressing**

TGC shall provide a temporary delivery and inspections construction address. The numerical space address shall consist of vinyl letters 6" tall, black in color and affixed as designated by the Landlord's Representative.

### **Construction Sign Posting**

TGC or subcontractors will not be allowed to post any signage containing the name or advertising of their firm to any part of Louisiana Boardwalk or within the Demised Premises at any time.

### **Storefront & Window Screening**

TGC shall **neatly** install plain white paper on the inside surfaces of all glass (*storefront*) in the Demised Premises to keep all construction operations and pre-opening operations concealed from the general public.

### **Construction Barricade (when required)**

We encourage the TGC to install the storefront as a means of securing the Demised Premises. Security of the/each Demised Premises is the responsibility of the Tenant or TGC. If it is deemed by the Landlord that a temporary barricade is required, the Tenant or TGC shall be responsible for erecting a safe and neat barricade (*in strict accordance with Exhibit L*) **before** any construction begins. Such barricade shall not extend more than three (3) feet beyond the Tenant's Lease Line.

The barricade shall be constructed of fire resistive materials such as metal studs and sanded plywood or other materials approved by Landlord and local authorities having jurisdiction and painted to match the surrounding facade. The height of the barricade shall be a minimum of fourteen (14) feet, covered at the top to restrict the movement of dust and to maintain heat for weather protection and cannot be attached to Landlord exterior finishes and/or the hardscape. Damage to Landlord finishes will require the entire section to be refinished and/or replaced.

A non-polyethylene landscape fabric "slip sheet" shall be provided over which ¾" plywood is to be laid. This protection shall be provided on the exterior hardscape surfaces in the common area between the temporary barricade and the Tenant's lease line for the duration of the Tenant's construction, at the TGC's expense.

All construction activity must be kept behind a barricade until all exterior work and the storefront is installed.

Once all exterior work is completed, the TGC is required to remove the barricade (*with Landlord approval*) and install white paper covering on the inside face of the storefront glass to keep all construction operations and preopening operations concealed from the general public.

During Tenant's construction, access into the Demised Premises is through the rear door, not through the barricade or storefront entrance.

Landlord reserves the right to keep the storefront barricade in place and not allow the Tenant to open if there is any major aesthetic, structural, safety or other items which are of such a nature that Landlord, in

his sole discretion, determines should preclude the general public from having access to the Demised Premises.

Where the local authorities or government agency have required the Landlord to preinstall a barricade, the TGC will be required to reimburse the Landlord for the actual cost of the barricade construction.

#### **Deliveries**

Deliveries should be accomplished prior to 9:30 AM or after 9:30 PM. If deliveries are to be made during business hours, deliveries must be coordinated with the Landlord Representative. Landlord will not receive or unload any deliveries for the Tenant and/or TGC's or its subcontractors.

All deliveries required for the performance of the Tenant's work shall be made along routes and to such points as designated by the Landlord's Representative. Such routes and points may change during the course of the Tenant's work to facilitate completion of the Landlord's work or the work of others.

The Landlord reserves the right to limit the hours of deliveries, at its discretion, to best coordinate the availability of truck routes and delivery to the Demised Premises.

Deliveries and all entries by the TGC and his subcontractors shall be made **through the rear entrance** of the Demised Premises. Vehicles delivering materials or merchandise must be promptly unloaded and immediately removed. Unattended vehicles parked in a loading zone or unauthorized areas will be towed at the TGC's expense.

The Tenant shall not allow any material, equipment, temporary facilities, workers or anything else related to their work to be in any area other than their Demised Premises at any time except for transporting these items to and from the Demised Premises.

#### **Parking During Construction**

Landlord will specify the areas within Louisiana Boardwalk which the Tenant and TGC's employees and subcontractors may use for personal parking. Such areas are subject to change from time to time at Landlord's discretion. **Generally, all contractor employees will park beyond the white lines (10-15 spaces out) painted across the drive lanes on the surface lot or on the third or fourth floors of the Parking Garage.** Any vehicle parked outside of such designated parking shall be subject to removal from Louisiana Boardwalk at the TGC's expense. Parking in loading areas, in fire lanes or other "non-employee" areas is strictly prohibited. **Initial** \_\_\_\_\_

#### **Coordination Between Contractors**

As there may be several contractors on the site, all contractors shall coordinate their work with the Landlord and other contractors. In the event that coordination of such work directly between contractors is not accomplished, the Landlord's Representative will make a determination as to how said work will be coordinated. In no case will this determination by the Landlord result in any additional cost to the Landlord or be a reason for Tenant's schedule delays.

### **Work Hours**

TGC may work Monday through Friday, with no restriction of time as long as the activity does not generate a noise, odor, or any other disturbance outside of the space. Typical work hours are 7:00 AM to 5:00 PM.

Noise producing work (*particularly that created by concrete saws, rivet guns and grinding equipment*) must be accomplished prior to or after regular business hours of Louisiana Boardwalk (*before 10 AM and after 9:00 PM*), and shall be approved in advance with the Landlord's Representative.

Any work performed outside of the pre-approved work hours, on any day of the week, must be coordinated with the Landlord's Representative for prior authorization.

All Tenant work, whether initial construction or remodeling, shall be performed so as to cause the least possible interference with other Tenants and in the operation of Louisiana Boardwalk.

Work performed on the storefront or outside of the Demised Premises shall be completed before 10 AM and is subject to Landlord's prior approval.

### **Work Areas**

All work is to be contained within the Tenant's Demised Premises and such other spaces as Landlord may specifically permit. No work is to be performed in Louisiana Boardwalk common areas or other tenant spaces without Landlord's prior approval.

Entry to the Demised Premises shall be through the rear service door. Alternate entrance or use of the front entry shall occur only with Landlord's approval.

At no time shall sidewalks, the area in front of Tenant's Demised Premises, common areas and/or landscape areas, be used by the TGC, employees, or its subcontractors for any work whatsoever, or for lounging, eating, smoking or rest breaks. **Smoking by TGC employees or subcontractors in front of the Demised Premises, or any other tenant's premises, is strictly prohibited and will result in twenty-five (\$25.00) dollar fine (per occurrence).**

### **Alterations of Landlord's Work**

Neither the Tenant nor the TGC's shall alter in, any manner, any portion of the Landlord's Work without written approval from the Landlord.

### **Protection of Work**

Tenant and TGC shall protect their work from damage and shall protect the work of other tenants and Landlord's work from damage by Tenant, TGC, their employees and subcontractors.

### **Covering the Work of Others**

To the extent that the work of any contractor follows or covers up the work of another contractor, it is the responsibility of the second contractor to satisfy himself as to the acceptability of the preceding work or to confirm acceptability of the work with appropriate parties.

### **Damage**

Any damage to Louisiana Boardwalk by the TGC and/or subcontractors working for the TGC shall be repaired to like new condition before the Tenant's work will be considered complete.

Landlord's landscape and/or hardscape, including, but not limited to planters, sidewalks, curbs and roadways must be protected from damage at all times.

If the TGC, its employees or subcontractors, or subcontractors of the Tenant damage The Louisiana Boardwalk in any way, and the TGC does not repair same prior to completion of Tenant's work, the Landlord may cause the repairs to be made and deduct the cost of such repairs from the TGC's security deposit, or if above that amount, pursue the TGC for all costs incurred.

### **Damage to the Work of Others**

To the extent that any contractor damages or materially changes the work of another contractor, the contractor causing such damage or change shall repair, at its own cost and expense, any and all damage caused to such work and shall restore the affected work so that the condition of the work is equal to or better than the condition which existed prior to being damaged or materially changed. If required, the Landlord may resolve all disputes between Tenant contractors, and if resolved by the Landlord, such resolution shall be binding.

### **Storage Containers**

The use of construction trailers and/or exterior storage containers must be pre-approved by the Landlord. **A FEE OF THREE HUNDRED DOLLARS (\$300.00) WILL BE REQUIRED IF ONE IS SET ON SITE.**

### **Storage of Equipment & Materials**

Storage of (*all of*) the TGC's or subcontractor's tools, equipment, materials and supplies is limited to the Tenant's Demised Premises only. Under no condition shall any contractor store or stage material or equipment beyond the limits of the Tenant's Demised Premises.

No material or equipment shall be placed in any area resulting in any concentrated loads that could cause damage to or risk the safety of any portion of The Louisiana Boardwalk.

### **Tool Loan**

All contractors and subcontractors must always use their own tools and equipment. At no time will the Landlord rent or loan tools or equipment to TGC's or subcontractors. If Landlord's tools or equipment (*i.e., trash bins, trash cans, or ladders*) are found to be used by a TGC or its subcontractors, a fine may be assessed and deducted from the TGC's security deposit.

### **Temporary Toilets**

The TGC must provide, at its expense, proper sanitary facilities for employees and must keep same clean and properly maintained. **The use of Louisiana Boardwalk's common facilities is strictly prohibited.**

Temporary toilets must be screened from view or located such that they are not visible to the public. The location will be pre-approved by the Landlord's Representative.

### **Odors**

Proper care must be taken when working with glues, paints, and any other material requiring special ventilation to ensure that odors do not disturb other tenants or patrons.

### **Combustibles**

The TGC's are requested to withhold delivery of any combustibles until the last phase of work.

### **Hazardous Materials**

The TGC **MUST provide MSDS forms** for any chemical or item noted below at least seven (7) working days prior to use of these materials for Landlord's review and approval. **MSDS forms shall be maintained in a binder in the Tenant's Demised Premises easily accessible for emergencies during construction, and submitted to the Landlord upon completion.**

- Toxic Chemicals, Epoxies, Glues
- Vinyl or sheet flooring; vinyl base materials; flooring, mirror and roof mastic (*provide MSDS and proof that it does not contain asbestos*)
- Any material requiring special ventilation.

Absolutely no asbestos-containing materials, including but not limited to, floor tile, floor mastic or roofing mastic are allowed within the Demised Premises. While some of these materials are still used and can be purchased through normal distribution channels such as hardware stores, they are strictly prohibited by the Landlord.

If it is discovered that the TGC or its subcontractors have installed asbestos or other hazardous materials, the Tenant and/or the TGC will be held responsible for all costs associated with its removal and disposal.

No HENRY brand products (*including products labeled non-asbestos*) may be used, as they have been found to contain asbestos.

Contractor shall notify Landlord immediately of any discovery of ACBM or LBP.

**Absolutely no disposal of waste products (*paint, chemicals, concrete, etc.*) into the common area drains or storm drains is permitted. Any contractor or subcontractor violating this rule, will not only forfeit their security deposit, but will also be permanently expelled from the jobsite!**

#### **Housekeeping**

It shall be the responsibility of the TGC to keep all areas inside and outside of its construction area clean and free of dirt, dust and loose debris. If debris is spilled, it shall be cleaned up immediately.

All construction workers are required to remove as much dust and dirt from their shoes and clothing as possible before crossing through the common areas of Louisiana Boardwalk. Any contractor or subcontractor who tracks dirt or dust through the common area will be subject to a cleaning fine deducted from TGC's security deposit for each occurrence.

#### **Trash Removal**

The TGC is responsible for all trash removal from the Demised Premises. During construction, the TGC will provide an open top construction dumpster at the TGC's expense, for placement of TGC's construction debris as well as Tenant's subcontractor and during tenant's fixturing and initial merchandising. TGC is required to use Landlord approved vendor, Waste Management; Kellie Killian (*office # 318-222-6070*).

If Landlord supplies open top construction dumpsters, a fee will be assessed at the rate of fifty cents (.50) per square feet of the Demised Premises and collected before construction begins from the TGC. The dumpster will be located in the designated area as directed by Landlord. The TGC is required to remove all construction debris from the tenant's space and haul it to the dumpster on a daily basis and is responsible for the cleanup around the dumpsters.

The TGC agrees that the Landlord will control placement of the dumpster and that the dumpster will be properly maintained, including placement on plywood to protect the parking surface. (*Depending upon space limitations, the size of the dumpster may be restricted.*)

The TGC shall place construction debris in the dumpster each day. In all cases Tenant and TGC are to keep all work areas, service corridors, sidewalks, and other areas free of debris by removing debris on a continual/daily basis.

Tenant and/or TGC will supply their own dumpsters required for the stocking of the store at Tenant and/or TGC's expense, and dumpsters shall remain only until opening day of the Demised Premises.

Tenant and/or TGC **will not be permitted to** use Louisiana Boardwalk compactors, dumpsters, or trash receptacles for construction debris, initial Tenant stocking debris, or any other waste purpose related to the construction of the Demised Premises.

Any contractor using Louisiana Boardwalk's dumpsters or leaving debris or materials in common areas will be charged a fine for an additional dumping fee. If damage occurs due to TGC's use, the TGC will be held obligated for all repairs and cleanup as the result of that dumping, plus a twenty-five percent (25%) surcharge.

Landlord reserves the right to obligate Tenant and TGC's to remove debris from the Demised Premises as quickly as is reasonably possible. Should Tenant or TGC fail to do so, Landlord may undertake such trash removal and bill the expense for the work back to the Tenant and/or TGC at Landlord's cost plus a twenty-five percent (25%) surcharge.

All disposal of hazardous waste shall be in accordance with all local, state and federal regulations.

Any contractor using the common trash bins for the disposal of hazardous waste will be charged a fine. The contractor will be held obligated for all cleanups as the result of that dumping, plus a twenty-five percent (25%) surcharge.

### **Safety**

The Tenant and TGC shall be solely responsible for conforming to all applicable requirements of OSHA regulations and those of any other governmental agencies having jurisdiction over work practices, material, equipment, personnel, etc.

TGC shall take all necessary precautions to safeguard all workmen and the public from accident, and to preserve all private and public property. Landlord reserves the right to stop all work until such conditions or practices are resolved.

Each contractor is responsible for all safety issues arising out of the execution of their contract responsibilities. Each contractor shall comply with all standards and code requirements for erection of barricades, signs or other similar requirements needed to protect and inform personnel and the public of hazards on the property.

Contractors or subcontractors are prohibited from consuming or being under the influence of any intoxicant while on The Louisiana Boardwalk property (*including Tenant's Demised Premises, eating areas, or vehicles*).

### **Miscellaneous safety rules:**

- Fire Extinguisher - minimum 3A-20 ABC fire extinguisher to be located within the Demised Premises.
- Hard hats to be worn on site at all times. This is not optional. No metal hats or bump caps permitted.
- Eye Protection, safety glasses, goggles or face shields shall be used at all times when using power tools or hazardous conditions exist.
- Foot Protection - substantial leather boots required. No loafers, sandals, tennis shoes.
- Work Clothing - minimum sleeve length is four (4.0) inches from shoulder. **No tank tops or net shirts.**

**Long pants are required. No shorts, cut-offs, etc.**

- Signage - post safety or hazard signage (*bilingual if necessary*).
- Electrical Cords - tools and extension cords shall not be frayed or damaged and shall be equipped with proper ground. Use no tools without Ground Fault Circuit Indicator (*GFCI*).
- Radios - no radios, boom boxes, iPods, or headsets are permitted at any time. **This is not optional.**
- Practice good housekeeping by depositing all trash and debris in the TGC's dumpster on a daily basis.  
Work, Storage and break areas to be broom cleaned **daily**.

**Violation of any of these work safety rules will result in a fine for each infraction, and will be subject to all personal and/or property damage claims or more stringent rules if they apply.**

### **Concrete Floors**

Upon completion by TGC of any under floor plumbing and electrical work, TGC shall demonstrate to Landlord that all necessary approvals have been granted by governmental agencies having jurisdiction. The TGC shall backfill all excavations with premium material compacted to ninety-eight percent (98%) Standard Proctor.

To ensure such compaction, TGC shall notify Landlord's testing agency (Red River Sanitors at 318-222-6070). Such notification shall be made at least two (2) working days prior to the date of backfilling operations. All costs related to testing tenant's backfilling operations shall be borne strictly by TGC.

Any areas with existing concrete floor requiring extension of underground utilities (*such as conduit for floor boxes, additional underground plumbing, etc.*) shall have saw cutting and removal performed by the TGC with inspection, testing, etc., following the procedures listed above.

In removal areas, it will be the TGC's responsibility to ensure that any vapor barrier, wire mesh, and granular base be replaced with like material.

In addition, TGC shall install rebar dowels, as shown at edges of all such cut out trenches as per Exhibit J. Once the entire area has been prepared by the TGC and inspected by the Landlord's Representative, the TGC will place concrete in all areas at Tenant's/TGC's sole cost and expense.

#### **Concrete Disposal**

The TGC will ensure concrete is not disposed of onsite and that wash out is accomplished in barrels or portable wash out equipment. No wash out on Louisiana Boardwalk property or adjacent property is allowed.

#### **Welding & Penetrations**

Any cutting, welding or penetrations require Landlord's prior approval. Welding to the base building structure is prohibited.

During the course of all welding, a fire extinguisher must be accessible and the provisions of the National Fire Code shall be adhered to at all times.

#### **Shafts & Chases**

The Demised Premises may contain shafts or chases constructed by Landlord. In absolutely no event shall Tenant or TGC make any attachments to, or penetrations through, such shafts or chases.

#### **Floor Finishes & Painting**

It is required that the TGC supply MSDS sheets for all sprays, paints, finishes, etc., which will be applied to the new or existing cement floor. Additionally, an application plan is required, outlining the time of application, venting, exhaust fans, etc.

The plan and information is required to be delivered to the Landlord for approval a minimum of seven (7) working days before an application is planned.

Failure of the above, whether the subcontractor is contracted through the Tenant or the TGC, will result in an automatic **\$2,000.00 FINE to the TGC.**

#### **Ceiling Attachments**

Tenant and TGC shall support all ceiling systems, lighting, sprinkler, ductwork, etc. from beams or bar joists only. **In absolutely no case shall any attachments be made to the metal roof decking above.**

#### **Roof Access**

Access to Louisiana Boardwalk's roofs is restricted to Landlord's personnel and Landlord's designated contractors only. No TGC or subcontractor will be permitted on the roof without prior authorization, and only when arranged in advance with the Landlord and supervised by the Landlord's Representative.

#### **Roof**

All roof work will be performed by the Landlord's project roofer (*see contacts*) at the TGC's expense.

The roof area must be kept clean of all debris at all times. All excess materials, flashing, sheet metal screws, etc., must be removed. A fine will be deducted from the security deposit for all debris that has to be removed by the Landlord.

All required roof penetrations or installations shall be clearly marked on construction drawings and approved in writing by Landlord prior to commencement of construction.

Tenant and/or TGC shall contact Landlord's roofing contractor, and shall be notified a minimum of three (3) days prior to any roofing work.

The TGC shall mark (*layout*) any curbed penetrations. The Landlord's roofing contractor will cut roofing back and TGC is to set curb, and then Landlord's roofer shall flash curb.

Any pipe or flue penetrations to be cut in by TGC must have prior approval from the Landlord, and shall be flashed by Landlord's roofer.

TGC is responsible for installation, maintenance and clean-up of temporary weather protection until work is completed by the Landlord's roofer.

- The Landlord's roofing contractor must have a contract or purchase order from the TGC prior to commencement of any work. The TGC is responsible for any additional charges for any damage to roof system as a result of Tenant's work.
- Landlord will require the TGC to install approved walk and maintenance mats around rooftop equipment. This must be coordinated with the Landlord's roofing contractor at the TGC's expense.

#### **Satellite Dish**

Any Tenant wishing to install a satellite dish antenna on the roof of the building is to submit to the Landlord product information on the actual satellite dish to be installed including attachment and/or ballasting required. The submission should include a plan showing the location of the dish with respect to the building. The location of the satellite dish shall preclude its visibility from parking lots and/or any public right-of-way.

Upon receipt, review and approval of this submission, the Landlord will forward an approved copy to the Tenant. The Tenant will coordinate all roof penetrations with the Landlord's roofer and the Tenant's satellite dish antenna installer so that the Landlord's roofer can properly penetrate the roof for the antenna cable and place a protective mat under the satellite dish antenna to protect the roofing membrane. These two precautions are required in order to maintain the integrity and warranty of the roof.

The cost for the Landlord's roofing contractor and the cost to repair any damage to the roof is the sole responsibility of the Tenant and/or TGC.

#### **Water Sub-Meter**

Tenant and/or TGC shall install the water sub-meter system on the main water line servicing the Tenant's Demised Premises per the Landlord's specifications. *(The water sub meter shall be purchased from Red River Sanitors at 318-222-6070)*

#### **Gas Piping**

All gas piping installed by the Tenant is to be coordinated with the Landlord's Representative and installed by the Landlord's approved installer. All piping must be installed on adjustable rubber blocks.

All piping is to be painted with a rust inhibitor paint (*prevents rust*) and painted same color as the area it is installed.

#### **Fire Extinguishers**

The TGC shall keep a fire extinguisher having not less than a 3A-20ABC rating in the Demised Premises at all times while Tenant Work is being done. Note that the City of Bossier requires fire extinguishers be installed in the spaces not less than seventy-five (75) feet apart (*verify with Bossier City Fire Department*).

#### **Fire Protection – Sprinklers**

All sprinkler work shall be performed by the sprinkler contractor approved by the Landlord and licensed to do work in the City of Bossier City and the State of Louisiana. Engineered sprinkler shop drawings are required to be submitted to the City of Bossier City with a copy provided to the Landlord (*at the same time as the application for permit*).

Caution should be used when working near pressurized lines or heads.

TGC must contact the Landlord representative (*Ashley Warner / General Manager*) to schedule (*fill out Sprinkler Shut-Down Request / Exhibit I*) any sprinkler system shutdowns. Not less than 24 hours advance notice is required. A \$250.00 fee will be charged for each sprinkler system shutdown.

### **Fire Alarm**

The Landlord will be responsible for fire alarm monitoring of flow and tamper at the riser room only, unless required otherwise by code.

The fire alarm for the Tenant's Demised Premises will be installed at the Tenant's expense. The Tenant will furnish and install the fire alarm system and monitoring which must be confined to Demised Premises, unless required otherwise by code. In such event the Tenants Contractor shall obtain Landlord approval of plans.

The TGC shall connect the Landlord provided tamper (*if required by code*) in the Tenant's Demised Premises and notify the Landlord's Representative to unlock the valve, once it is connected.

Tenant and/or TGC must contact Landlord's contractor, All Star Fire & Security Technologies (*see contacts*) for alarm electrical connections, and provide drawings for fire alarm. All cost will be at Tenant's expense.

It is the sole responsibility of the TGC to provide a fire alarm and smoke detection system (*if required*), compatible with the Landlord's system, to service the Demised Premises.

### **Utilities**

Tenant and TGC shall make all necessary arrangements to have utilities, including, but not limited to, gas, electric

and telephone services in their name prior to commencement of Tenant's construction. Delays in utility availability shall in no way allow Tenant to seek reimbursement, damages, or delay of Commencement Date from Landlord. For utility connections and services please contact the appropriate company listed below.

- Swepeco Electrical
  - o Phone: (318-862-2206), Customer Service
- Centerpoint Energy
  - o Phone: (866-275-5252)
- Red River Sanitors - Water
  - o Phone: (318-222-6070)
- AT & T Telephone Company
  - o Phone: (866-620-6000)
- Internet Providers
  - o SuddenLink
  - o (318-747-1666)

ATT

Bluebird

### **Temporary Construction Power**

Electrical service is provided at 220/ 480 volt. Landlord may provide temporary power service for tenant's contractor at tenant's contractor's expense. The temporary power will be pulled from the Landlord's house meter.

The cost of the temporary power/service for the Demised Premises will be at TGC's expense and collected at the time of the preconstruction meeting. The temporary power fee is based on the construction schedule provided to the Landlord Representative.

Tenant's general contractor is advised to contact AEP Southwestern Electric Power Company to discuss temporary power for each space.

AEP is prepared to install power (*i.e., set meter*) to tenant spaces as soon as they are contacted by the TGC and all inspections have been obtained. The power will go directly into the Tenant's general contractors name when installed and transferred into the Tenant's name upon final inspections.

The TGC must inform the Landlord in writing of the date that power is established to the Demised Premises. Removal of the temporary power is the TGC's responsibility.

The Landlord reserves the right to approve or disapprove the Tenant's or TGC's use of any generators, temporary heating units, water tanks, etc.

#### **Electrical Equipment Room**

The TGC and/or subcontractors shall not enter the electrical equipment room and/or the switchgear panels without Landlord's permission. Taps made into the electrical equipment shall be coordinated through the Landlord Representative.

If access is deemed necessary, the TGC must be accompanied by the Landlord's Representative. Not less than 24 hours advance notice is required.

At no time shall the switchgear, meter banks and/or Landlord's electrical rooms be left unattended while work is being performed. It is the responsibility of the electrical contractor working for the TGC to maintain the area while working and maintain safety standards for all individuals.

All conductors are to be copper installed in conduit. All piping is to be installed as close to walls and as high to the underside of the roof framing/decking as possible.

Any damage or rework to the Landlord's electrical system due to careless installation will be billed to the Tenant or TGC or deducted from the security deposit.

Upon completion, the meter banks, switchgear and/or electrical rooms shall be clear of all debris. All covers and associated hardware shall be replaced in their original location or position.

#### **Signage Inspections**

Landlord's Representative will inspect the Tenant's signage installation to determine that no EIF S or any other materials warranty is in danger of revocation (*See Exhibits M & N for repairs if required*).

The Tenant's sign installer is responsible for all required blocking for the installation of its signs on the face of the building. All penetrations through the sign band are to be sealed/caulked.

If a blade sign is used, the solid blocking must be inspected by the Landlord's (*on-site*) Representative and approved prior to final installation of signage.

#### **Space Numbers**

The TGC will purchase and install permanent space numbers on the store front, as well as the Tenant's name and suite numbers on the rear doors. (*Sign-a-Rama @ 318 742-4474*) The TGC shall confirm exact placement of numbers with the Landlord Representative.

#### **Landlord's Punch-list**

Upon completion of the Tenant's improvement work, the Tenant or the TGC shall notify the Landlord's Representative of the same.

The Landlord's Representative shall inspect the Demised Premises to determine if any corrective action is required. The Landlord's Representative will generate a punch list with the Tenant or TGC listing all items that need to bring Tenant's Work into compliance and/or to correct any damage to Landlord's Work caused by Tenant and/or TGC's. All defects shall then be repaired prior to TGC's departure.

Upon application to the Landlord's Representative by the TGC for the refund of the TGC's security deposit remaining, (*if any*), such deposit shall be returned within thirty (30) days together with a statement of deduction, provided that:

- All construction is complete including all Landlord punch-list items.
- A complete closeout/compliance package has been submitted to Landlord. (*see page. 28*)

- All rubbish, debris, packing, storage vessels, transportation items, tools, vehicles, containers and the like whether owned, leased, hired or off-hired by the Tenant or its contractor are removed from the Demised Premises and Louisiana Boardwalk in general.

**As-Built Drawings**

Once drawings are approved by Landlord, there shall be no material changes to the Tenant's drawings or work unless approved in writing by Landlord.

The TGC shall maintain a complete, up to date and accessible set of approved working drawings at the Demised Premises at all times during construction. Copies of such drawings shall also be provided to the Landlord's Representative on site upon request.

The Tenant shall note any differences between these drawings and the actual construction on this record set of drawings.

The Tenant shall issue to the Landlord two hard copies and one electronic (*with CAD and PDF*) of the record set of drawings which will represent an accurate set of "As-Built" Drawings reflecting all work completed by the Tenant or TGC.

**Compliance/Closeout Paperwork** (*Exhibit F*)

Tenant and/or TGC shall deliver the following to the Landlord's Representative **within thirty (30) days** of completion of Tenant's work or Tenant's opening for business, whichever first occurs. Security deposits are fully refundable only when all construction repairs and cleanup are completed and accepted.

by the Landlord Representative and the following information is provided.

The following information will be required for release of the construction security deposit:

- BUILDING PERMIT** – Copy indicating inspection and approval by all governmental agencies.
- SUBCONTRACTORS' PERMITS** – Copy indicating inspection and approval by all governmental agencies
- CERTIFICATE OF OCCUPANCY** – Copy of the Certificate of Occupancy.
- LIEN RELEASES** – Original copies of all final unconditional mechanics' lien releases from the TGC and subcontractors or other lien releases on account of Tenant's work shall be submitted in a Landlord approved form, signed and notarized by an officer of the company.
- BILLING FORM** – Copy of final G701 & G702 billing form.
- LANDLORD'S PUNCH LIST** – Signed release from Landlord.
- SUB-CONTRACTORS** – List of all sub-contractors that were used.
- ARCHITECTURAL AS-BUILT PLANS** – Two hard copies of the record set of what was constructed.
- MECHANICAL AS-BUILT PLANS** – Two hard copies of the record set of what was constructed.
- PLUMBING AS-BUILT PLANS** – Two hard copies of the record set of what was constructed.
- FIRE PROTECTION AS-BUILT PLANS** – Two hard copies of the record set of what was constructed.
- ELECTRICAL AS-BUILT PLANS** – Two hard copies of the record set of what was constructed.
- ANY OTHER PERTINENT AS-BUILT PLANS FOR THE PROJECT** – Any other plans or documents, cut sheets, etc., of what was constructed.
- CD ROM AS-BUILT DISKETTE** – Computer Aided Drafting (*CAD*) & PDF Diskette containing all of the above construction documents.
- MATERIAL SAFETY DATA SHEETS (*MSDS*)**
- TESTING REPORTS** – From Gallet & Associates, Landlord's testing consultant, as applicable.
- CERTIFIED AIR BALANCE REPORTS** – Tenants test and balance reports of all equipment.
- LETTER OF COMPLETION (SIGN –OFF)** - by architect of record, civil, MEP, fire protection and structural engineers as applicable indicating all work has, to the best of their knowledge, has been completed in accordance with the approved plans and specifications for the Tenant.

<b>Alarm</b>	<b>All Star Fire &amp; Security Tech</b>	<b>Scott Berry</b>	<b>318-464-6455</b>
Architects/Designers	Brian L. McNew, AIA, NCARB		318-219-7388
Awnings	Bossier Sign Company	John Gates	318-742-4833
	Allen's Millwork		318-868-6541
Caulking/Waterproofing	Martin Specialty Coating	Reid Martin	318-686-2400
Concrete Finishes	Gene Nims Builders	Brad Massad	318-865-5165
	Martin Specialty Coating	Reid Martin	318-686-2400
Drywall	Thompson Dry Wall	Joe Thompson	318-868-0996
EFIS	Thompson Dry Wall	Joe Thompson	318-868-0996
Electrical	McNeer Electric	Johnny Barbo	318-742-4798
	Wilhite Electric		318-747-3780
Painting	Martin Specialty Coating	Reid Martin	318-686-2400
	McConnell Painting	Robert McConnell	318-688-2800
Plumbing/HVAC	Premier Plumbing and Heating	Glenn Miller	318-222-1980
	Payne Mechanical		318-671-0015
Roofer	Corporate Roofing	Steve Kinel	318-222-6353
	Cypress Solar & Roofing		318-550-5800
Signs	Bossier Sign Company	John Gates	318-742-4833
<b>Fire Sprinkler System</b>	<b>FireTech Systems</b>		<b>318-688-8800</b>
Storefront / Glazing	Glass Contractors	Mike Webber	318-747-0061
<b>Termite Orkin Pest Control</b>			<b>318-221-6181</b>
SUGGESTED GENERAL	CONTRACTORS		
	Blocker Builders	Bill Blocker	318-455-7474
	Gene Nims Builders, Inc	Brad Massad	318-865-6467

**Required & Suggested Contractor/Subcontractor List**

**LISTINGS IN RED ARE REQUIRED!**

EXHIBIT E

SHOPPING CENTER EXCLUSIVES AND RESTRICTIONS LOUISIANA BOARDWALK

RESTRICTIONS: Those restrictive covenants contained in the following documents:

Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easement dated March 22, 2004 recorded on March 23, 2004 in Conveyance Book 1304 Page 183 under Registry No. 800525 as amended by First Amendment to Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements dated August 31, 2004 recorded on September 8, 2004 in Conveyance Book 1318 Page 47 under Registry No. 814747 of the Conveyance Records of Bossier Parish, Louisiana;

Maintenance, Easement and Parking Agreement for Louisiana Boardwalk by and between Louisiana Riverwalk L.L.C. and the City of Bossier City dated August 31, 2004, recorded September 8, 2004, in Book 1318 Page 112 under Registry No. 814748 of the Conveyance Records of Bossier Parish, Louisiana; and Master Development Agreement by and between City of Bossier City, Louisiana and Riverwalk Entertainment, L.L.C. dated June 1, 2001, as amended by First Amendment to Master Development Agreement dated November 18, 2003, as further amended by Second Amendment to Master Development Agreement dated September 3, 2004, and as further amended by Third Amendment to Master Development Agreement dated October 17, 2012, and recorded on October 19, 2012 in Conveyance Volume 1618 under Registry No. 1058222 of the Conveyance Records of Bossier Parish, Louisiana.

PROHIBITED USES: No portion of the Shopping Center shall be used for any of the purposes listed below:

- a. Flea market or swap meet;
- b. Pawn shop, "second hand store", "surplus store", liquidation outlet, or stores selling primarily merchandise that is used or damaged;
- c. Check cashing facility (except as part of a permitted bank);
- d. Adult bookstore, or any other facility for the sale or display of pornographic material (without limiting the right of a national bookstore chain such as Barnes & Noble to sell merchandise offered customarily in its stores in Louisiana);
- e. Facility for the sale of paraphernalia for use with illicit drugs;
- f. Funeral parlor or mortuary;
- g. Gambling for money facility or operation, including, but not limited to: a so-called "head" shop, off track or sports betting parlor, table games such as blackjack, poker slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, the prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable gambling activities are incidental to the business operation being conducted by Tenant, or to activities which might be associated with gambling but where no money changes hands;
- h. New or used car, truck, recreational vehicle, trailer or boat dealership or leasing facility;
  - i. Body and fender shop, other automobile repair or service shop, or car wash;
- j. Mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);
- k. Dumping, disposing, incinerating, or reducing of garbage or refuse (exclusive of dumpsters for the temporary storage of garbage and any garbage compactors, in each case which are regularly emptied so as to minimize offensive odors);
  - l. Fire sale or bankruptcy sale (unless pursuant to court order);
- m. Dry cleaning, laundry plants, or laundromats (except as to an establishment which receives and dispenses items for laundering and/or dry cleaning but the processing of such items is done elsewhere);
  - n. Tattoo parlor;
  - o. Gas station or other similar type store selling gasoline;
- p. Printing shop or business (except to the extent that such shop or business does not utilize "Hazardous Materials");
- q. School of any kind (except a retailer may provide instructional classes on how to use its products), library, reading room (except if part of a retail bookstores such as Barnes & Noble);
- r. Any manufacturing or warehouse use (except if incidental to a retail operation); or
  - s. Animal raising or storing facility, or veterinary office; or
  - t. Dance hall/disco; or
  - u. Marijuana dispensary.

1. Bass Pro Shops

No tenant or occupant of the Shopping Center shall use its premises for the retail sale of hunting, fishing, camping or golf equipment or boats, boat accessories or recreational vehicles (the "Bass Pro Exclusive Use"), except as provided in the next sentence. Notwithstanding the foregoing, the Bass Pro Exclusive Use shall not prohibit the following uses in the Shopping Center by Landlord or other tenants or occupants therein (the "Excluded Uses"): (i) the operation by other tenants in the Shopping Center, on an incidental basis, of the uses comprising the Bass Pro Exclusive Use other than the sale and display of boats and recreational vehicles; and (ii) the operation by other tenants in the Shopping Center whose use includes the sale of food, wine, beer and/or liquor or otherwise do not sell the items which comprise the Bass Pro Exclusive Use. The phrase "on an incidental basis" means that no such tenants may use in excess of 1,000 square feet in its respective leased premises for the uses comprising the Bass Pro Exclusive Use.

Without limiting the foregoing, no tenant or occupant of the Shopping Center shall use its premises for (i) the operation of a full-line sporting goods store, or (ii) the display, sale or leasing of boats, boat accessories and/or recreational vehicles, and such display, sale and leasing is deemed to be part of the Bass Pro Exclusive Use. Notwithstanding the foregoing, in no event shall the Bass Pro Exclusive Use prohibit the rental and recreational use of boats, jet skis and other recreational watercraft in the marina located adjacent to the Shopping Center (the "Marina"), provided that no boats or other watercraft shall be sold or displayed for sale at the Marina.

2. Build A Bear

No tenant or occupant of the Shopping Center shall use its premises for the operation of a store that sells make-it-yourself plush bears, dolls, animals or toys (collectively, "Exclusive Items") on a primary basis (which for purposes herein, shall be any sales in excess of an "incidental basis"). The Exclusive Use is not applicable to any tenant or occupant selling Exclusive Items on an "incidental basis", meaning that the sale of Exclusive Items is from a portion of such tenant's or occupant's floor area not to exceed 300 square feet.

3. Carters

No tenant or occupant of the Shopping Center shall use its premises for the operation of an "Infant Apparel Store".

4. Coca-Cola

Coca-Cola ("Bottler") has the exclusive Beverage vending rights in the common areas (but not Leasable Areas) of the Shopping Center (the "Facility") and the exclusive right to advertise its Beverages and Products (i) at the Facility and (ii) in connection with the Facility. No permanent or temporary advertising, signage or trademark visibility for Competitive Products will be displayed or permitted anywhere in the Facility. Notwithstanding the foregoing to the contrary, neither the terms of the Agreement nor any other exclusivity requirements shall apply to any of Landlord's existing agreements with third parties, or to any current or future tenants or other occupants at the Facility.

5. Cold Stone Creamery

No tenant or occupant of the Shopping Center shall use its premises for the operation of an "Ice Cream Store". The Exclusive Use is not applicable to any premises containing in excess of 5,000 SF of floor area. The term "Ice Cream Store" shall mean the business operation of a new tenant which uses its premises primarily for the sale of ice cream, frozen gelato and frozen custard. The phrase "primarily for the sale" shall mean a tenant which devotes 30% or more of its premises for the sale of ice cream. Exclusive use shall not apply to (i) Jamba Juice, or its successors, assigns and/or subtenants, and/or other similar operators specializing in the sale of fruit juices and/or smoothies; provided, however, that Jamba Juice, its successors, assigns and/or subtenants or other similar operators specializing in the sale of juice and/or smoothies do not devote more than 30% or more of its premises for the sale of ice cream, (ii) the sale of frozen yogurt or any tenant or occupant who sells frozen yogurt (provided such tenant does not devote more than 30% or more of its premises for the sale of ice cream, frozen gelato and frozen custard), and (iii) any kiosk, cart, stand or non traditional premises within the Shopping Center.

6. Cumulus Broadcasting

No tenant or occupant of the Shopping Center shall use its premises for the operation of a commercial broadcast radio station/facility.

7. Joe's Crab Shack

No tenant or occupant of the Shopping Center shall use its premises for the operation of a "Seafood Restaurant", as defined below. The Exclusive Use is not applicable to any premises containing in excess of 20,000 SF of floor area. The term "Seafood Restaurant" shall mean the operation of a new tenant whose primary business is a sit-down, full-service seafood restaurant (e.g., McCormick & Schmick's, The Fish Market, Scott's Seafood, King's Fish house and Red Lobster), primarily selling and advertising fresh seafood entrees. Tenant's Exclusive shall not apply to (i) any tenant which specializes in fish tacos, including Wahoo's Fish Tacos, Rubio's and other similar operators; (ii) any steakhouse or restaurant specializing in steaks which also sells fresh seafood items and/or entrees, including Ruth's Chris, Morton's, Outback Steakhouse, Lone Star, and other similar operators; and (iii) any varied menu restaurant, brew house or brewery that sells seafood items and/or entrees, including Chili's, Applebee's, Elephant Bar, Gordon Biersch, Rock Bottom, Yard House and other similar operators.

8. Regal Cinemas

No tenant or occupant of the Shopping Center shall use its premises for the operation of a motion picture theatre, regardless of the technology involved, including without limitation multiple dimensions, motion simulation and virtual reality processes, a part of which processes includes depicting images on a screen of some type. This exclusive right does not preclude the operation by others of a video arcade with game machines within the Center, such as Jillians, Zodo's or Sega Gameworks (provided such operations do not display motion pictures), or live entertainment, including the depiction of live entertainment on a screen.

9. Rocket Fizz

No tenant or occupant of the Shopping Center shall use more than forty percent (40%) of the leasable area of its premises for the display of candy and/or soda.

10. Saltgrass Steakhouse

No tenant or occupant of the Shopping Center shall use its premises for the operation of any other "Steak House Restaurant". The Exclusive Use is not applicable to any premises containing in excess of 20,000 square feet of floor area. The term "Steak House Restaurant" shall mean the operation of a new tenant whose primary business is a sit-down, full-service steak house restaurant (e.g., Ruth's Chris, Morton's, Outback Steakhouse, Flemings, Lone Star, Texas Roadhouse, Logan's Roadhouse, Supreme Steakhouse, and other similar operators). Exclusive Use shall not apply to (i) any fresh seafood restaurant which may sell steak items and entrees, including, but not limited to, McCormick & Schmick's, The Fish Market, Scott's Seafood, King's Fishhouse and Red Lobster and other similar operators, (ii) any varied menu restaurant, brew house or brewery that sells steak items and/or entrees, including, but not limited to Chili's, Applebee's, Elephant Bar, Gordon Beirsch, Rock Bottom, Yard House, and other similar operators, and (iii) any quick serve restaurant consisting of 3,000 SF or less.

11. Sunglass Corner

No tenant or occupant of the Shopping Center shall primarily use its premises for the sale of name brand sunglasses (the "Restricted Products"). The Restricted Products shall exclude individual brand name stores including but not limited to Oakley, Coach, or similar manufacturers. This restriction is not applicable to any premises containing at least 7,500 square feet of leasable area.

12. Sushiko

No tenant or occupant of the Shopping Center shall use its premises for the operation of a Japanese restaurant primarily selling sushi items (it being understood that the incidental sale of sushi items by any tenant or occupant shall not be prohibited hereby).

13. The Chocolate Crocodile

No tenant or occupant of the Shopping Center shall use its premises for the operation of a Rocky Mountain Chocolate Factory store, or any other "Chocolate Shop" as defined below. The term "Chocolate Shop" shall mean the business operation of a new tenant whose "primary use" is the sale of fine chocolates, or the business operation of any new tenant engaged in the sale of on-premises, freshly hand dipped chocolate covered fruits. A tenant shall be deemed to be operating a store whose "primary use" is the sale of fine chocolates if such tenant's gross sales from the sale of fine chocolates exceed 30% of such tenant's annual gross revenue on the Shopping Center.

# The Picklr Louisiana Boardwalk



Somdal & Associates, LLC  
Architecture & Interior Design

## Building H



NO.	DESCRIPTION	QTY	UNIT	AMOUNT
1	CONCRETE	100	YD	100
2	STEEL	50	TON	50
3	WOOD	200	YD	200
4	PAINT	50	YD	50
5	ROOFING	100	YD	100
6	MECHANICAL	100	YD	100
7	ELECTRICAL	100	YD	100
8	PLUMBING	100	YD	100
9	LANDSCAPE	100	YD	100
10	CONCRETE	100	YD	100
11	STEEL	50	TON	50
12	WOOD	200	YD	200
13	PAINT	50	YD	50
14	ROOFING	100	YD	100
15	MECHANICAL	100	YD	100
16	ELECTRICAL	100	YD	100
17	PLUMBING	100	YD	100
18	LANDSCAPE	100	YD	100

## Bid Documents



INCLUDES FOR ILLUSTRATIVE PURPOSES ONLY.

Date:

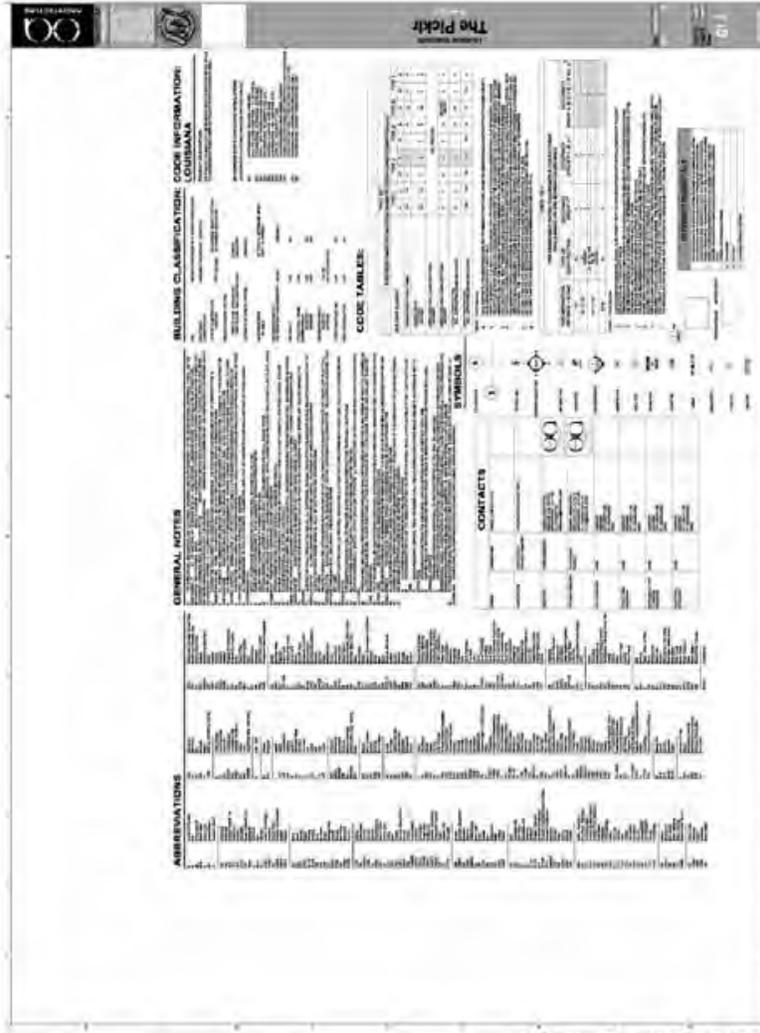
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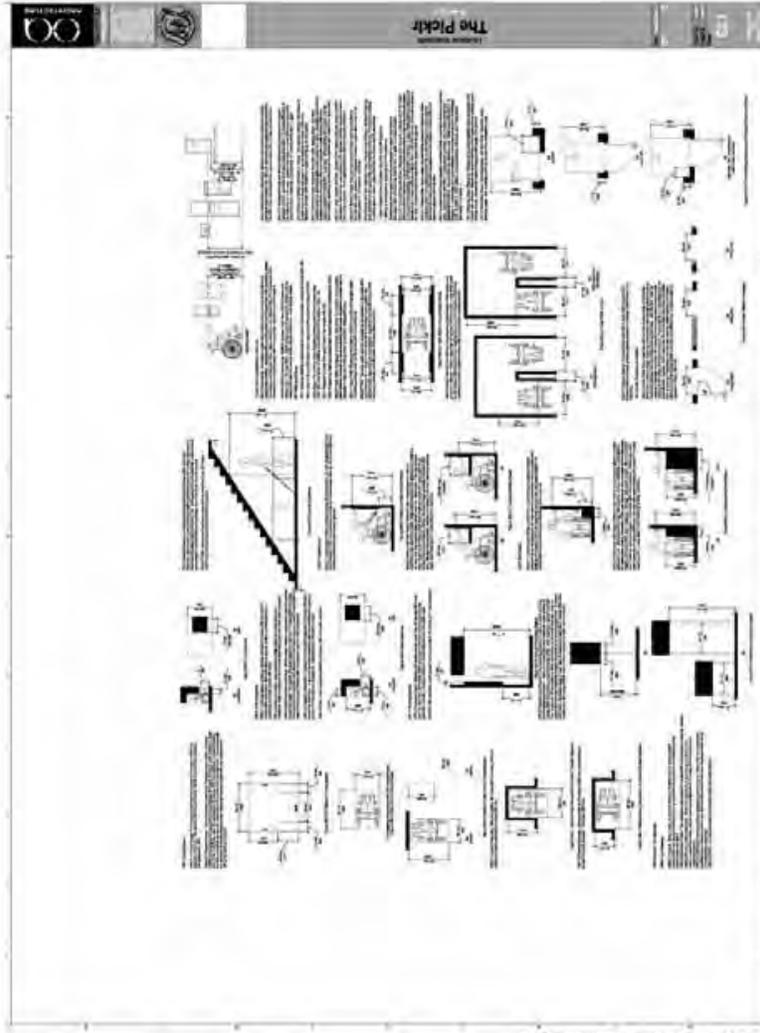
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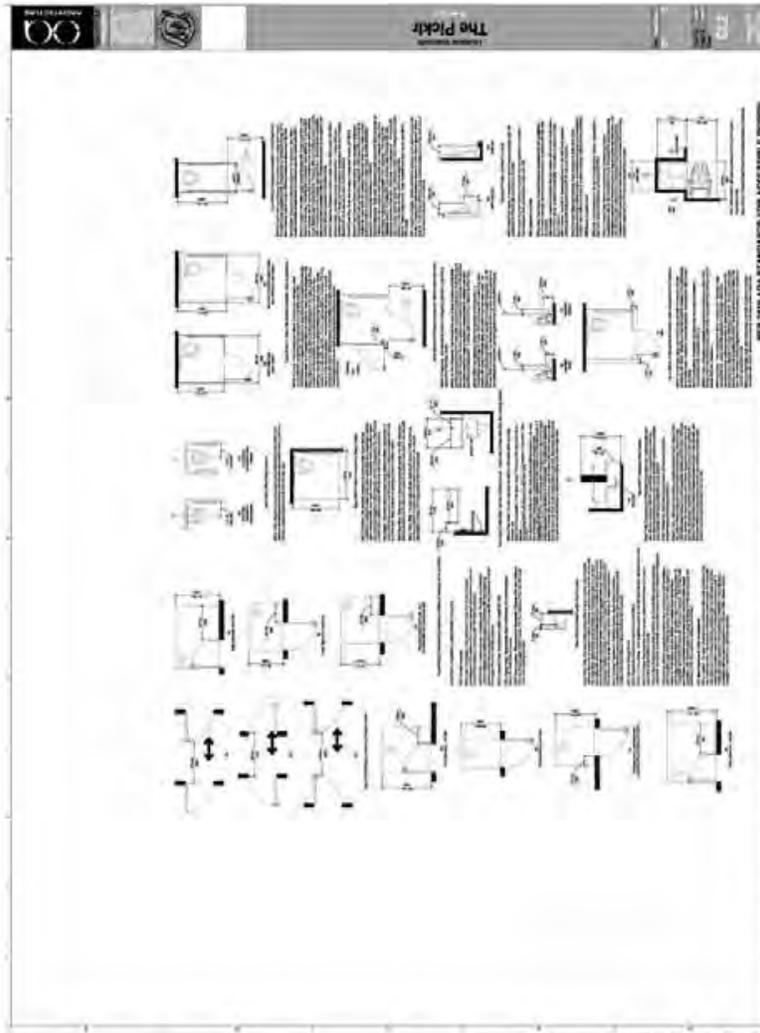
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EXHIBIT F



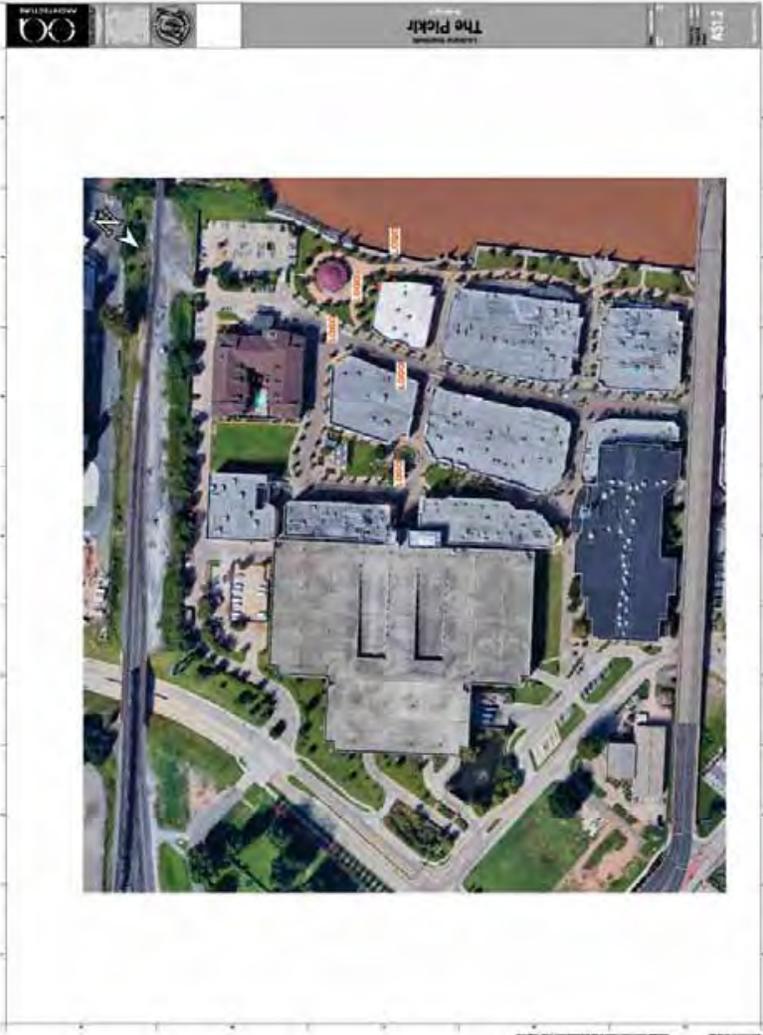






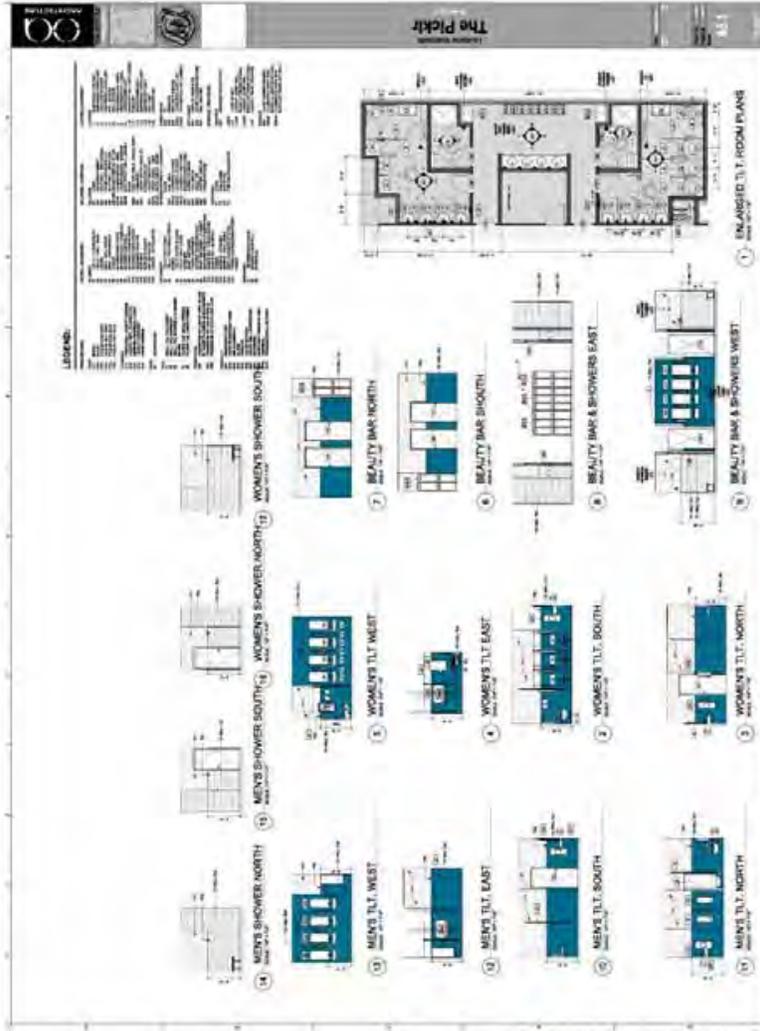


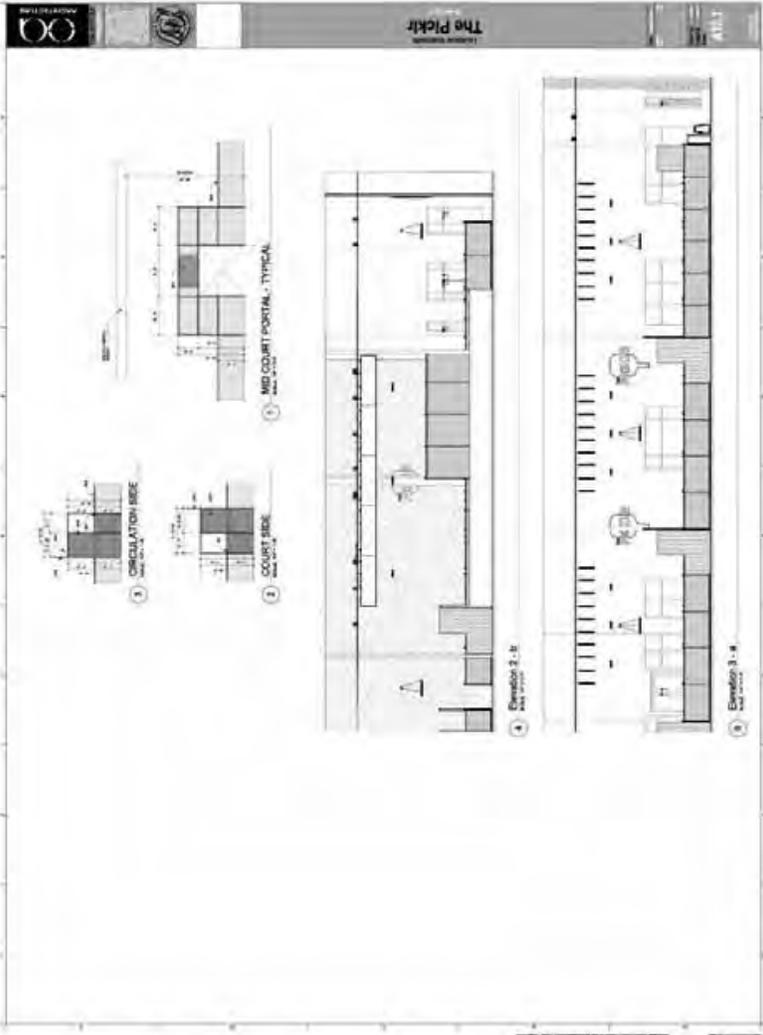












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**The Pickr**  
A Division of

**DOOR FRAME ELEVATIONS**

**DOOR ELEVATIONS**

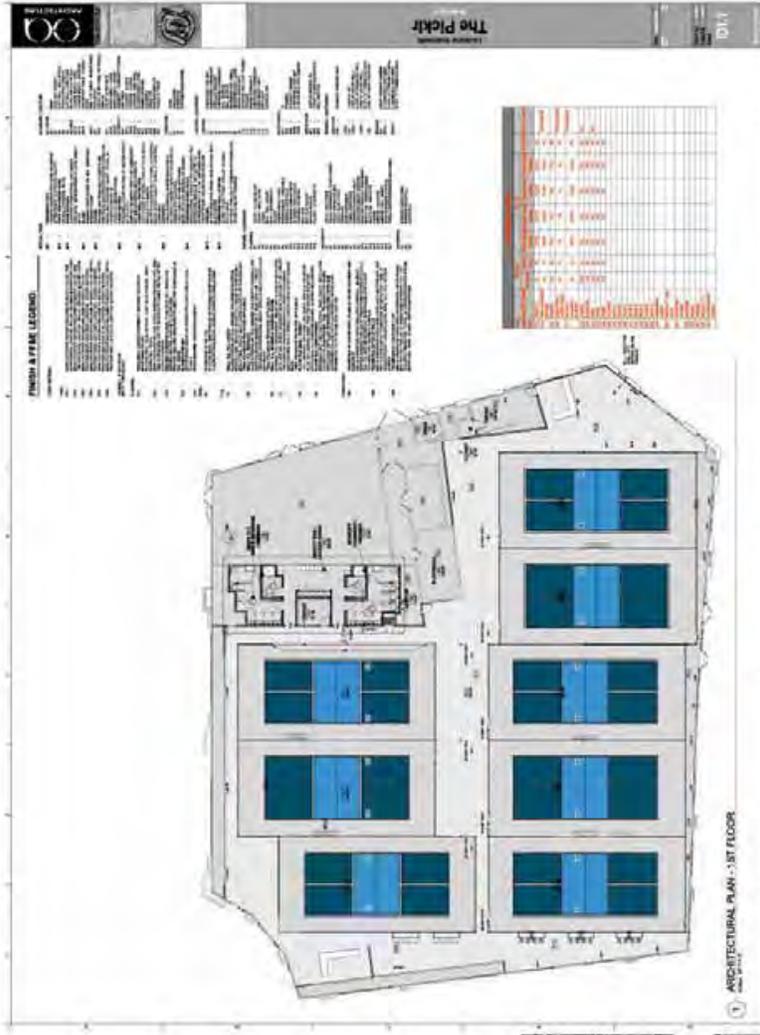
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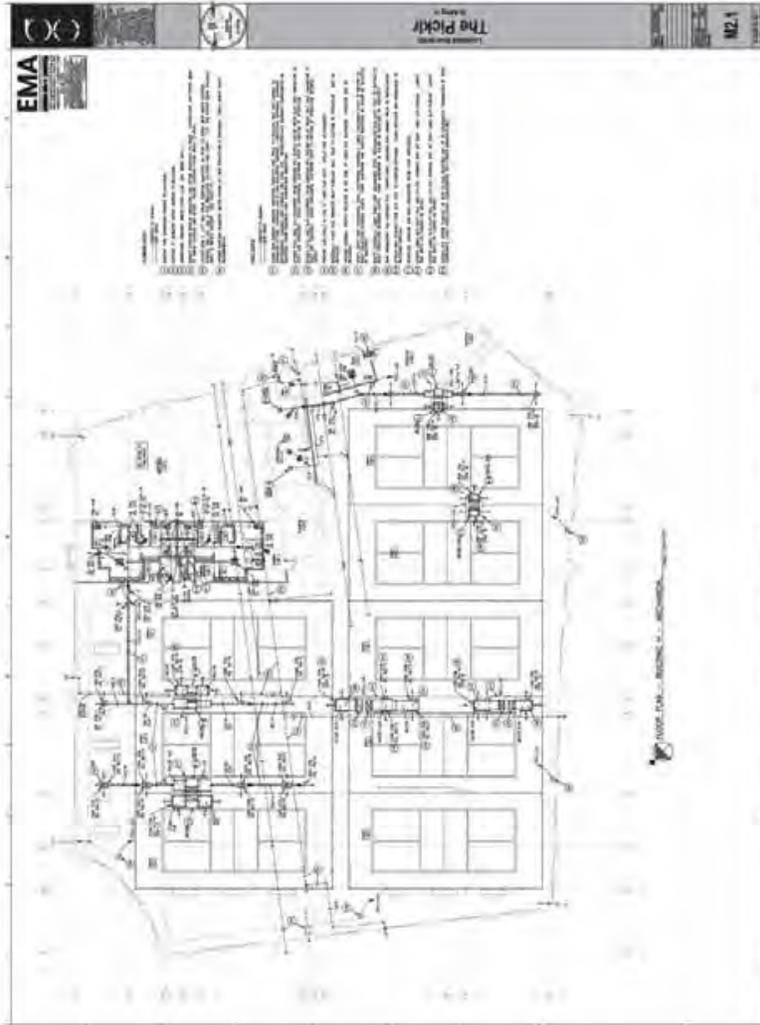
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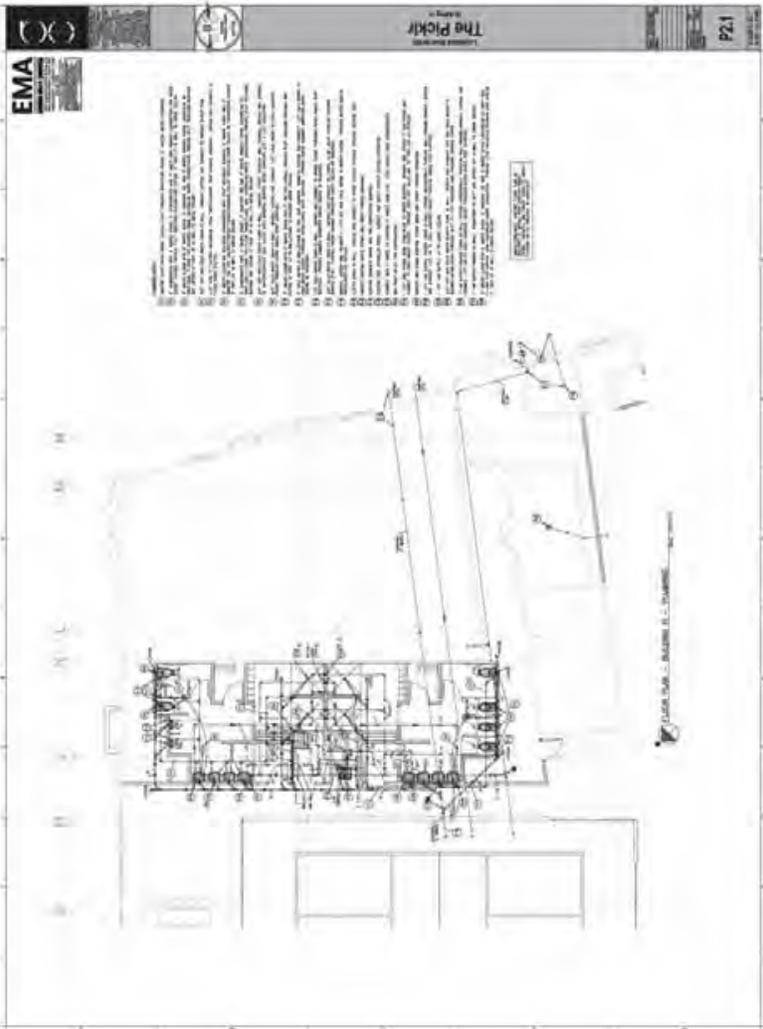
**DOOR SCHEDULE**

NO.	DESCRIPTION	QTY	UNIT
1	DOOR FRAME - 1/2" ALUMINUM	1	EA
2	DOOR FRAME - 1/2" ALUMINUM	1	EA
3	DOOR FRAME - 1/2" ALUMINUM	1	EA
4	DOOR FRAME - 1/2" ALUMINUM	1	EA
5	DOOR FRAME - 1/2" ALUMINUM	1	EA
6	DOOR FRAME - 1/2" ALUMINUM	1	EA
7	DOOR FRAME - 1/2" ALUMINUM	1	EA
8	DOOR FRAME - 1/2" ALUMINUM	1	EA
9	DOOR FRAME - 1/2" ALUMINUM	1	EA
10	DOOR FRAME - 1/2" ALUMINUM	1	EA
11	DOOR FRAME - 1/2" ALUMINUM	1	EA
12	DOOR FRAME - 1/2" ALUMINUM	1	EA
13	DOOR FRAME - 1/2" ALUMINUM	1	EA
14	DOOR FRAME - 1/2" ALUMINUM	1	EA
15	DOOR FRAME - 1/2" ALUMINUM	1	EA
16	DOOR FRAME - 1/2" ALUMINUM	1	EA
17	DOOR FRAME - 1/2" ALUMINUM	1	EA
18	DOOR FRAME - 1/2" ALUMINUM	1	EA
19	DOOR FRAME - 1/2" ALUMINUM	1	EA
20	DOOR FRAME - 1/2" ALUMINUM	1	EA
21	DOOR FRAME - 1/2" ALUMINUM	1	EA
22	DOOR FRAME - 1/2" ALUMINUM	1	EA
23	DOOR FRAME - 1/2" ALUMINUM	1	EA
24	DOOR FRAME - 1/2" ALUMINUM	1	EA
25	DOOR FRAME - 1/2" ALUMINUM	1	EA
26	DOOR FRAME - 1/2" ALUMINUM	1	EA
27	DOOR FRAME - 1/2" ALUMINUM	1	EA
28	DOOR FRAME - 1/2" ALUMINUM	1	EA
29	DOOR FRAME - 1/2" ALUMINUM	1	EA
30	DOOR FRAME - 1/2" ALUMINUM	1	EA
31	DOOR FRAME - 1/2" ALUMINUM	1	EA
32	DOOR FRAME - 1/2" ALUMINUM	1	EA
33	DOOR FRAME - 1/2" ALUMINUM	1	EA
34	DOOR FRAME - 1/2" ALUMINUM	1	EA
35	DOOR FRAME - 1/2" ALUMINUM	1	EA
36	DOOR FRAME - 1/2" ALUMINUM	1	EA
37	DOOR FRAME - 1/2" ALUMINUM	1	EA
38	DOOR FRAME - 1/2" ALUMINUM	1	EA
39	DOOR FRAME - 1/2" ALUMINUM	1	EA
40	DOOR FRAME - 1/2" ALUMINUM	1	EA
41	DOOR FRAME - 1/2" ALUMINUM	1	EA
42	DOOR FRAME - 1/2" ALUMINUM	1	EA
43	DOOR FRAME - 1/2" ALUMINUM	1	EA
44	DOOR FRAME - 1/2" ALUMINUM	1	EA
45	DOOR FRAME - 1/2" ALUMINUM	1	EA
46	DOOR FRAME - 1/2" ALUMINUM	1	EA
47	DOOR FRAME - 1/2" ALUMINUM	1	EA
48	DOOR FRAME - 1/2" ALUMINUM	1	EA
49	DOOR FRAME - 1/2" ALUMINUM	1	EA
50	DOOR FRAME - 1/2" ALUMINUM	1	EA
51	DOOR FRAME - 1/2" ALUMINUM	1	EA
52	DOOR FRAME - 1/2" ALUMINUM	1	EA
53	DOOR FRAME - 1/2" ALUMINUM	1	EA
54	DOOR FRAME - 1/2" ALUMINUM	1	EA
55	DOOR FRAME - 1/2" ALUMINUM	1	EA
56	DOOR FRAME - 1/2" ALUMINUM	1	EA
57	DOOR FRAME - 1/2" ALUMINUM	1	EA
58	DOOR FRAME - 1/2" ALUMINUM	1	EA
59	DOOR FRAME - 1/2" ALUMINUM	1	EA
60	DOOR FRAME - 1/2" ALUMINUM	1	EA
61	DOOR FRAME - 1/2" ALUMINUM	1	EA
62	DOOR FRAME - 1/2" ALUMINUM	1	EA
63	DOOR FRAME - 1/2" ALUMINUM	1	EA
64	DOOR FRAME - 1/2" ALUMINUM	1	EA
65	DOOR FRAME - 1/2" ALUMINUM	1	EA
66	DOOR FRAME - 1/2" ALUMINUM	1	EA
67	DOOR FRAME - 1/2" ALUMINUM	1	EA
68	DOOR FRAME - 1/2" ALUMINUM	1	EA
69	DOOR FRAME - 1/2" ALUMINUM	1	EA
70	DOOR FRAME - 1/2" ALUMINUM	1	EA
71	DOOR FRAME - 1/2" ALUMINUM	1	EA
72	DOOR FRAME - 1/2" ALUMINUM	1	EA
73	DOOR FRAME - 1/2" ALUMINUM	1	EA
74	DOOR FRAME - 1/2" ALUMINUM	1	EA
75	DOOR FRAME - 1/2" ALUMINUM	1	EA
76	DOOR FRAME - 1/2" ALUMINUM	1	EA
77	DOOR FRAME - 1/2" ALUMINUM	1	EA
78	DOOR FRAME - 1/2" ALUMINUM	1	EA
79	DOOR FRAME - 1/2" ALUMINUM	1	EA
80	DOOR FRAME - 1/2" ALUMINUM	1	EA
81	DOOR FRAME - 1/2" ALUMINUM	1	EA
82	DOOR FRAME - 1/2" ALUMINUM	1	EA
83	DOOR FRAME - 1/2" ALUMINUM	1	EA
84	DOOR FRAME - 1/2" ALUMINUM	1	EA
85	DOOR FRAME - 1/2" ALUMINUM	1	EA
86	DOOR FRAME - 1/2" ALUMINUM	1	EA
87	DOOR FRAME - 1/2" ALUMINUM	1	EA
88	DOOR FRAME - 1/2" ALUMINUM	1	EA
89	DOOR FRAME - 1/2" ALUMINUM	1	EA
90	DOOR FRAME - 1/2" ALUMINUM	1	EA
91	DOOR FRAME - 1/2" ALUMINUM	1	EA
92	DOOR FRAME - 1/2" ALUMINUM	1	EA
93	DOOR FRAME - 1/2" ALUMINUM	1	EA
94	DOOR FRAME - 1/2" ALUMINUM	1	EA
95	DOOR FRAME - 1/2" ALUMINUM	1	EA
96	DOOR FRAME - 1/2" ALUMINUM	1	EA
97	DOOR FRAME - 1/2" ALUMINUM	1	EA
98	DOOR FRAME - 1/2" ALUMINUM	1	EA
99	DOOR FRAME - 1/2" ALUMINUM	1	EA
100	DOOR FRAME - 1/2" ALUMINUM	1	EA



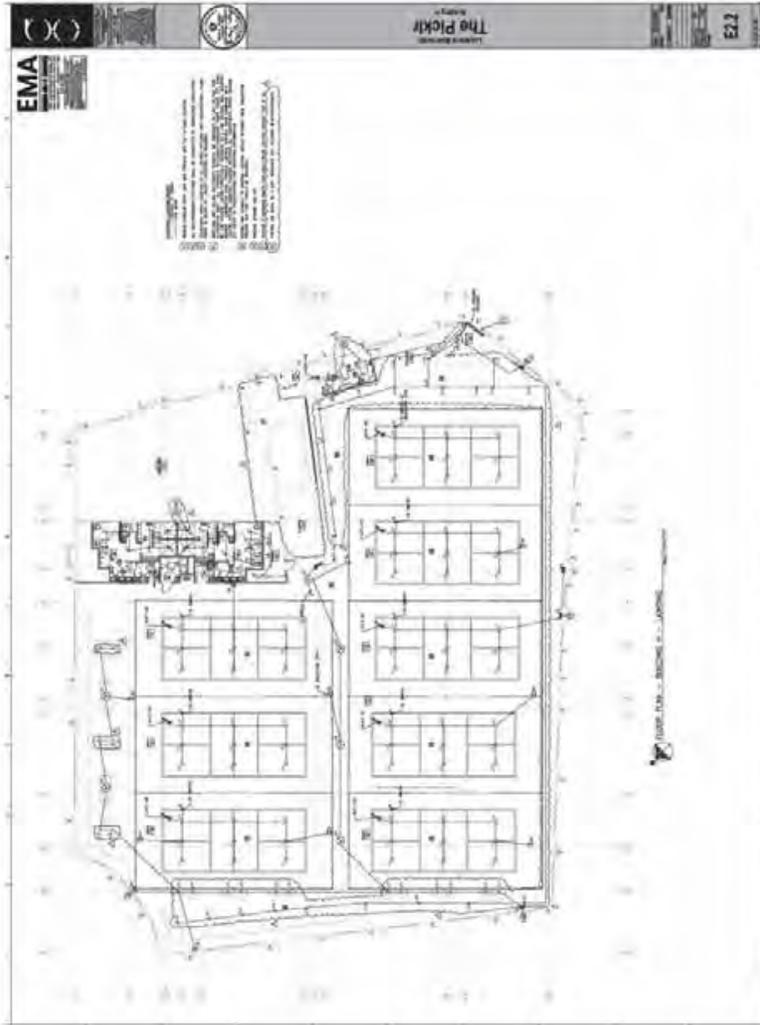












1. Architect may approve the proposed substitution and will issue an Addendum to known bidders.

**BID SUBMISSION****4.01 SUBMISSION PROCEDURE**

- A. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- B. Improperly completed information, irregularities in bid bond, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.
- C. An abstract summary of submitted bids will be made available to all bidders following bid opening.

**4.02 BID INELIGIBILITY**

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Bids are by invitation, only from selected bidders. Bids from unsolicited bidders may be returned.

**BID ENCLOSURES/REQUIREMENTS****5.01 SECURITY DEPOSIT - NOT REQUIRED**

- A. Bids shall be accompanied by a security deposit as follows:
- B. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- C. Include the cost of bid security in the Bid Amount.
- D. If no contract is awarded, all security deposits will be returned.

**5.02 PERFORMANCE ASSURANCE**

- A. Accepted Bidder: Provide a Performance bond as described in 00 7300 - Supplementary Conditions.
- B. Include the cost of performance assurance bonds in the Bid Amount.

**5.03 BID FORM SIGNATURE**

- A. The Bid Form shall be signed by the bidder, as follows:
  1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
  2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
  3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
  4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

**5.04 SELECTION AND AWARD OF ALTERNATES**

- A. Indicate variation of bid price for Alternates listed on the Bid Form. Unless otherwise indicated, indicate Alternates as a difference in bid price by adding to or deducting from the base bid price.

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**OFFER ACCEPTANCE/REJECTION**

**6.01 DURATION OF OFFER**

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid closing date.

**6.02 ACCEPTANCE OF OFFER**

- A. Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by Owner, Architect on behalf of Owner, will issue to the successful bidder, a written Bid Acceptance.

**END OF SECTION**

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Instructions to Bidders

SECTION 01 3216  
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRELIMINARY SCHEDULE

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

3.02 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Coordinate content with schedule of values specified in Section 01 2000 - Price and Payment Procedures.
- D. Provide legend for symbols and abbreviations used.

3.03 BAR CHARTS

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

3.04 UPDATING SCHEDULE

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.

3.05 DISTRIBUTION OF SCHEDULE

- A. Distribute copies of updated schedules to Contractor's project site file, to subcontractors, suppliers, Architect, Owner, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

END OF SECTION

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SECTION 01 5000  
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 TEMPORARY UTILITIES - SEE SECTION 01 5100

- A. Owner will provide the following:
  1. Electrical power and metering, consisting of connection to existing facilities.
  2. Water supply, consisting of connection to existing facilities.

1.02 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.03 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

1.04 FENCING

- A. Construction: Contractor's option.
- B. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.05 EXTERIOR ENCLOSURES

- A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.06 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and operations from unauthorized entry, vandalism, or theft.

1.07 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.

1.08 PROJECT SIGNS - SEE SECTION 01 5613

1.09 PROJECT IDENTIFICATION

- A. Provide project identification sign of design and construction indicated on drawings.
- B. Erect on site at location established by Architect.

1.10 FIELD OFFICES - SEE SECTION 01 5213

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack, and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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**SECTION 01 7000  
EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL****1.01 SUBMITTALS**

- A. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  1. Structural integrity of any element of Project.
  2. Integrity of weather exposed or moisture resistant element.
  3. Efficiency, maintenance, or safety of any operational element.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.

**1.02 QUALIFICATIONS****1.03 PROJECT CONDITIONS**

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- C. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.

**PART 2 PRODUCTS****2.01 PATCHING MATERIALS**

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

**PART 3 EXECUTION****3.01 LAYING OUT THE WORK**

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means.

**3.02 GENERAL INSTALLATION REQUIREMENTS**

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

**3.03 CUTTING AND PATCHING**

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:

1. Complete the work.
  2. Fit products together to integrate with other work.
  3. Provide openings for penetration of mechanical, electrical, and other services.
  4. Match work that has been cut to adjacent work.
  5. Repair areas adjacent to cuts to required condition.
  6. Repair new work damaged by subsequent work.
  7. Remove samples of installed work for testing when requested.
  8. Remove and replace defective and non-complying work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Patching:
1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
- 3.04 PROGRESS CLEANING**
- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- 3.05 PROTECTION OF INSTALLED WORK**
- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Remove protective coverings when no longer needed, reuse or recycle coverings if possible.
- 3.06 FINAL CLEANING**
- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- 3.07 CLOSEOUT PROCEDURES**
- A. Make submittals that are required by governing or other authorities.
- B. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- C. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- D. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- E. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

**END OF SECTION**

**SECTION 02 4100  
DEMOLITION****PART 1 GENERAL****2.01 SUBMITTALS**

- A. Site Plan: Indicate:
- B. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

**PART 2 PRODUCTS – NOT USED****PART 3 EXECUTION****4.01 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 3. Provide, erect, and maintain temporary barriers and security devices.
- B. Minimize production of dust due to demolition operations. Do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- C. Hazardous Materials:
  - 1. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCBs, and mercury.

**4.02 EXISTING UTILITIES**

- A. Coordinate work with utility companies. Notify utilities before starting work, comply with their requirements, and obtain required permits.
- B. Protect existing utilities to remain from damage.

**4.03 SELECTIVE DEMOLITION FOR ALTERATIONS**

- A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
- B. Maintain weatherproof exterior building enclosure, except for interruptions required for replacement or modifications; prevent water and humidity damage.
- C. Remove existing work as indicated and required to accomplish new work.
- D. Services including, but not limited to, HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications: Remove existing systems and equipment as indicated.
- E. Protect existing work to remain.

**4.04 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.

**END OF SECTION**

**SECTION 03 0100  
MAINTENANCE OF CONCRETE**

**PART 1 GENERAL****REFERENCE PICKLR DESIGN GUIDE BOOKLET****2.01 SECTION INCLUDES**

- A. Cleaning of existing concrete surfaces.
- B. Repair of exposed structural, shrinkage, and settlement cracks.
- C. Resurfacing of concrete surfaces having spalled areas and other damage.
- D. Repair of deteriorated concrete.
- E. Repair of internal concrete reinforcement.
- F. Scope of Work: As indicated on drawings.

**PART 2 PRODUCTS****3.01 CLEANING MATERIALS**

- A. Detergent: Non-ionic detergent.
- B. Strippers and Cleaners for Removal of Existing Coatings:

**3.02 CEMENTITIOUS PATCHING AND REPAIR MATERIALS**

- A. Bonding Slurry: Water-based latex admixture; comply with ASTM C1059/C1059M, combined with Portland cement and sand in accordance with admixture manufacturer's instructions.
- B. Cementitious Resurfacing Mortar: One- or two-component, factory-mixed, polymer-modified cementitious mortar designed for continuous thin-coat application.
- C. Cementitious Repair Mortar, Trowel Grade: One- or two-component, factory-mixed, polymer-modified cementitious mortar.
- D. Cementitious Repair Mortar, Form and Pour/Pump Grade: Flowable, one- or two-component, factory-mixed, polymer-modified cementitious mortar, in place material resistant to freezing conditions.
  - 1. Mixed with water in proportions as recommended by manufacturer.

**3.03 EPOXY PATCHING AND REPAIR MATERIALS**

- A. Epoxy Injection Adhesive:

**3.04 ACCESSORIES**

- A. Anchoring Adhesive: Self-leveling or non-sag as applicable.

**PART 3 EXECUTION****4.01 CLEANING EXISTING CONCRETE**

- A. Provide enclosures, barricades, and other temporary construction as required to protect adjacent work from damage.
- B. Clean concrete surfaces of dirt or other contamination using the gentlest method that is effective.
  - 1. Try the gentlest method first, then, if not clean enough, use a less gentle method taking care to watch for impending damage.
  - 2. Clean out cracks and voids using same methods.
- C. The following are acceptable cleaning methods, in order from gentlest to less gentle:
  - 1. Water washing using low-pressure, maximum of 100 psi, and, if necessary, brushes with natural or synthetic bristles.
  - 2. Increasing the water washing pressure to maximum of 400 psi.
  - 3. Adding detergent to washing water; with final water rinse to remove residual detergent.
  - 4. Steam-generated low-pressure hot-water washing.

- D. Do not use any of the following cleaning methods, unless otherwise indicated:
1. Brushes with wire bristles, grinding with abrasives, solvents, hydrochloric or muriatic acid, sodium hydroxide, caustic soda, or lye.
  2. Soap or detergent that is not non-ionic.
  3. Water washing pressure to over 100 psi.
  4. Abrasive blasting.

**4.02 CONCRETE STRUCTURAL MEMBER REPAIR IF REQUIRED****4.03 CRACK REPAIR USING EPOXY ADHESIVE INJECTION IF REQUIRED**

- A. Repair exposed cracks.
- B. Follow epoxy adhesive manufacturer's written installation instructions.
- C. Provide temporary entry ports spaced to accomplish movement of fluids between ports; no deeper than the depth of the crack to be filled or port size diameter no greater than the thickness of the crack. Provide temporary seal at concrete surface to prevent leakage of adhesive.
- D. Inject adhesive into ports under pressure using equipment appropriate for particular application.
- E. Begin injection at lower entry port and continue until adhesive appears in adjacent entry port. Continue from port to port until entire crack is filled.
- F. Remove temporary seal and excess adhesive.
- G. Clean surfaces adjacent to repair and blend finish.

**4.04 CONCRETE SURFACE REPAIR USING CEMENTITIOUS MATERIALS IF REQUIRED**

- A. Clean concrete surfaces, cracks, and joints of dirt, laitance, corrosion, and other contamination using method(s) specified above and allow to dry.
- B. Apply coating of bonding agent to entire concrete surface to be repaired.
- C. Apply repair mortar by steel trowel to a minimum thickness of 1/4 inch over entire surface, terminating at a vertical change in plane on all sides.
- D. Trowel finish to match adjacent concrete surfaces.

END OF SECTION

**SECTION 06 1000  
ROUGH CARPENTRY****PART 1 GENERAL****PART 2 PRODUCTS****2.01 GENERAL REQUIREMENTS**

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  - 1. If no species is specified, provide species graded by the agency specified, if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
  - 2. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at [www.alsc.org](http://www.alsc.org), and who provides grading service for the species and grade specified, provide lumber stamped with grade mark unless otherwise indicated.

**2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS**

- A. Grading Agency: Southern Pine Inspection Bureau, Inc; SPIB (GR).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry or MC19.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
  - 1. Lumber: S4S, No. 2 or Standard Grade.
  - 2. Boards: Standard or No. 3.

**2.03 CONSTRUCTION PANELS**

- A. Communications and Electrical Room Mounting Boards: PS 1 A-D plywood, or medium density fiberboard; 3/4 inch thick; flame spread index of 25 or less, smoke developed index of 450 or less, when tested in accordance with ASTM E84.

**2.04 ACCESSORIES**

- A. Fasteners and Anchors:
  - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
  - 2. Gypsum Board Screws: ASTM C1002; Type W, bugle head, self-piercing, tapping screws; length to penetrate wood members 5/8 inch minimum.

**2.05 FACTORY WOOD TREATMENT**

- A. Treated Lumber and Plywood: Comply with requirements of AWP A U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
  - 1. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.

**PART 3 EXECUTION****3.01 INSTALLATION - GENERAL**

- A. Select material sizes to minimize waste.
- B. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

**3.02 INSTALLATION OF CONSTRUCTION PANELS****END OF SECTION**

**SECTION 06 8316  
FIBERGLASS REINFORCED PANELING**

**PART 1 GENERAL**

REFERENCE PICKLR DESIGN GUIDE BOOKLET

**2.01 SUBMITTALS**

- A. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- B. Samples: Submit two samples 12by12 inch in size illustrating material and surface design of panels.

**PART 2 PRODUCTS****3.01 PANEL SYSTEMS**

- A. Wall Panels:
  - 1. Panel Size: .
  - 2. Panel Thickness: 0.10 inch.
  - 3. Surface Design: Smooth.
  - 4. Color: White.
  - 5. Attachment Method: Adhesive only, sealant joints, no trim.

**3.02 MATERIALS**

- A. Panels: Fiberglass reinforced plastic (FRP), complying with ASTM D5319.
  - 1. Surface Burning Characteristics: Maximum flame spread index of 25 and smoke developed index of 450; when system tested in accordance with ASTM E84.
- B. Trim: Vinyl; color coordinating with panel.
- C. Adhesive: Type recommended by panel manufacturer.
- D. Sealant: Type recommended by panel manufacturer, white.

**PART 3 EXECUTION****4.01 INSTALLATION - WALLS**

- A. Install panels in accordance with manufacturer's instructions.
- B. Seal gaps at floor, ceiling, and between panels with applicable sealant to prevent moisture intrusion.

END OF SECTION

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**SECTION 08 1213  
HOLLOW METAL FRAMES**

**PART 1 GENERAL****1.01 SUBMITTALS**

- A. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes; and one copy of referenced grade standard

**1.02 DELIVERY, STORAGE, AND HANDLING**

- A. Store in accordance with applicable requirements and in compliance with standards and/or custom guidelines as indicated.

**PART 2 PRODUCTS****2.01 PERFORMANCE REQUIREMENTS**

- A. Hollow Metal Frames: AAMA/WDMA/CSA 101/LS 2/A440 requirements for specific frame type:  
1. Performance Class (PC): AW.
- B. Door Frame Type: Provide hollow metal door frames with \_\_\_\_\_  
1. Interior Doors: Use frames with integral casings.  
2. See drawings for locations of each type of frame.
- C. Steel Sheet: Comply with one or more of the following requirements; galvanized steel complying with ASTM A653/A653M, cold-rolled steel complying with ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel complying with ASTM A1011/A1011M, commercial steel (CS) Type B, for each.
- D. Accessibility: Comply with ICC A117.1 and ADA Standards.
- E. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior frame that is also indicated as being sound-rated must comply with the requirements specified for exterior frames and for sound-rated frames; where two requirements conflict, comply with the most stringent.
- F. Hardware Preparations, Selections and Locations: Comply with BHMA A156.115, NAAMM HMMA 830, NAAMM HMMA 831 or ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.

**2.02 HOLLOW METAL DOOR FRAMES WITH INTEGRAL CASINGS**

- A. Frame Finish: Factory primed and field finished.
- B. Interior Door Frames, Non-Fire Rated: Full profile/continuously welded type.  
1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).  
a. Level 2 - Heavy-duty.  
b. Physical Performance Level B, 500,000 cycles; in accordance with ANSI/SDI A250.4.  
c. Frame Metal Thickness: 16 gauge, 0.053 inch, minimum.  
2. Frame Finish: Factory primed and field finished.
- C. Fire-Rated Door Frames: Knock-down type.  
1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).  
a. Level 2 - Heavy-duty.  
b. Physical Performance Level B, 500,000 cycles; in accordance with ANSI/SDI A250.4.  
c. Frame Metal Thickness: 16 gauge, 0.053 inch, minimum.  
2. Fire Rating: As indicated on Door and Frame Schedule, tested in accordance with UL 10C or NFPA 252 ("positive pressure fire tests").  
3. Provide units listed and labeled by ITS (DIR) or UL (DIR).  
a. Attach fire rating label to each fire rated unit.

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**2.03 FINISHES**

- A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.

**2.04 ACCESSORIES**

- A. Silencers: Resilient rubber, fitted into drilled hole; provide three on strike side of single door, three on center mullion of pairs, and two on head of pairs without center mullions.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Install frames in accordance with manufacturer's instructions and related requirements of specified frame standards or custom guidelines indicated.
- B. Install fire rated units in accordance with NFPA 80.
- C. Coordinate frame anchor placement with wall construction.

END OF SECTION

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Hollow Metal Frames

SECTION 08 1416  
FLUSH WOOD DOORS

**PART 1 GENERAL****REFERENCE PICKLR DESIGN GUIDE FOR FINISH****2.01 SUBMITTALS**

- A. Shop Drawings: Show doors and frames, elevations, sizes, types, swings, undercuts, beveling, blocking for hardware, factory machining, factory finishing, cutouts for glazing and other details.
- B. Samples: Submit two samples of door construction, \_\_\_ by \_\_\_ inches in size cut from top corner of door.

**2.02 QUALITY ASSURANCE****2.03 WARRANTY**

- A. Manufacturer Warranty: Provide manufacturer's warranty on interior doors for the life of the installation. Complete forms in Owner's name and register with manufacturer.
  - 1. Include coverage for delamination of veneer, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

**PART 2 PRODUCTS****3.01 DOORS**

- A. Doors: See drawings for locations and additional requirements.
  - 1. Quality Standard: Custom Grade, Heavy Duty performance, in accordance with AW/AWMA/C/WI (AWS) or AWMA/C/WI (NAAWS), unless noted otherwise.
  - 2. Wood Veneer Faced Doors: 5-ply unless otherwise indicated.
- B. Interior Doors: 1-3/4 inches thick unless otherwise indicated; flush construction.
  - 1. Provide solid core doors at each location.
  - 2. Fire Rated Doors: Tested to ratings indicated on drawings in accordance with UL 10C - Positive Pressure; Underwriters Laboratories Inc (UL) or Intertek/Warnock Hershey (WHI) labeled without any visible seals when door is open.
  - 3. Wood veneer facing for field transparent finish as indicated on drawings.
  - 4. Wood veneer facing for field opaque finish as indicated on drawings.

**3.02 DOOR AND PANEL CORES**

- A. Non-Rated Solid Core and 20 Minute Rated Doors: Type particleboard core (PC), plies and faces as indicated.
- B. Fire-Rated Doors: Mineral core type, with fire resistant composite core (FD), plies and faces as indicated above; with core blocking as required to provide adequate anchorage of hardware without through-bolting.

**3.03 DOOR FACINGS**

- A. Veneer Facing for Transparent Finish: Red oak, veneer grade in accordance with quality standard indicated, plain sliced (flat cut), with book match between leaves of veneer, running match of spliced veneer leaves assembled on door or panel face.
  - 1. Vertical Edges: Any option allowed by quality standard for grade.
- B. Veneer Facing for Opaque Finish: Medium density overlay (MDO), in compliance with indicated quality standard.

**3.04 DOOR CONSTRUCTION**

- A. Fabricate doors in accordance with door quality standard specified.
- B. Factory machine doors for hardware other than surface-mounted hardware, in accordance with hardware requirements and dimensions.

- C. Factory fit doors for frame opening dimensions identified on shop drawings, with edge clearances in accordance with specified quality standard.
  - 1. Exception: Doors to be field finished.

**3.05 FINISHES - WOOD VENEER DOORS**

- A. Finish work in accordance with AWI/AWMAC/MI (AWS) or AWMAC/MI (NAAWS), Section 5 - Finishing for grade specified and as follows:
  - 1. Transparent:
    - a. System - 1, Lacquer, Nitrocellulose.
    - b. Stain: As selected by Architect.
    - c. Sheen: Flat.
  - 2. Opaque:
    - a. System - 1, Lacquer, Nitrocellulose.
    - b. Color: As selected by Architect.
    - c. Sheen: Flat.

**PART 3 EXECUTION**

**4.01 INSTALLATION**

- A. Install doors in accordance with manufacturer's instructions and specified quality standard.
  - 1. Install fire-rated doors in accordance with NFPA 80 requirements.
- B. Coordinate installation of doors with installation of frames and hardware.

END OF SECTION

SECTION 08 4313  
ALUMINUM-FRAMED STOREFRONTS

## PART 1 GENERAL

## REFERENCE PICKLR DESIGN GUIDE BOOKLET

## 2.01 SUBMITTALS

- A. Product Data: Provide component dimensions, describe components within assembly, anchorage and fasteners, glass and infill, door hardware, and internal drainage details.
- B. Specimen warranty.

## 2.02 WARRANTY

- A. Correct defective Work within a five year period after Date of Substantial Completion.
- B. Provide five year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking.

## PART 2 PRODUCTS

## 3.01 ALUMINUM-FRAMED STOREFRONT

- A. Aluminum-Framed Storefront: Factory fabricated, factory finished aluminum framing members with infill, and related flashings, anchorage and attachment devices.
  - 1. Glazing Position: Centered (front to back).
  - 2. Finish: match existing aluminum storefront.
    - a. Factory finish all surfaces that will be exposed in completed assemblies.
    - b. Touch-up surfaces cut during fabrication so that no natural aluminum is visible in completed assemblies, including joint edges.
  - 3. Finish Color: match existing.
  - 4. Fabrication: Joints and corners flush, hairline, and weatherproof, accurately fitted and secured; prepared to receive anchors and hardware; fasteners and attachments concealed from view; reinforced as required for imposed loads.
  - 5. Construction: Eliminate noises caused by wind and thermal movement, prevent vibration harmonics, and prevent "stack effect" in internal spaces.
  - 6. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.
- B. Performance Requirements
  - 1. Wind Loads: Design and size components to withstand the specified load requirements without damage or permanent set, when tested in accordance with ASTM E330/E330M, using loads 1.5 times the design wind loads and 10 second duration of maximum load.
    - a. Member Deflection: Limit member deflection to flexure limit of glass in any direction, with full recovery of glazing materials.
  - 2. Air Leakage: 0.05 cfm/sq ft maximum leakage of storefront wall area when tested in accordance with ASTM E283/E283M at 1.57 psf pressure difference.

## 3.02 COMPONENTS

- A. Aluminum Framing Members: Tubular aluminum sections, drainage holes and internal weep drainage system.
  - 1. Framing members for interior applications need not be thermally broken.
  - 2. Glazing Stops: Flush.
- B. Swing Doors: Glazed aluminum.
  - 1. Thickness: 1-3/4 inches.
  - 2. Top Rail: 4 inches wide.
  - 3. Vertical Stiles: 4-1/2 inches wide.
  - 4. Bottom Rail: 10 inches wide.

5. Glazing Stops: Square.
6. Finish: Same as storefront.

**3.03 MATERIALS**

- A. Extruded Aluminum: ASTM B221 (ASTM B221M).
- B. Fasteners: Stainless steel.

**3.04 FINISHES**

- A. Class I Natural Anodized Finish: AAMA 611 AA-M12C22A41 Clear anodic coating not less than 0.7 mils thick.
- B. Class II Color Anodized Finish: AAMA 611 AA-M12C22A32 Integrally colored anodic coating not less than 0.4 mils thick.

**3.05 HARDWARE**

- A. For each door, include threshold.
- B. Other Door Hardware: Storefront manufacturer's standard type to suit application.
  1. Finish on Hand-Contacted Items: Polished chrome.
  2. For each door, include butt hinges, pivots, push handle, pull handle, exit device, narrow stile handle latch, and closer.

**PART 3 EXECUTION****4.01 INSTALLATION**

- A. Install wall system in accordance with manufacturer's instructions.
- B. Attach to structure to permit sufficient adjustment to accommodate construction tolerances and other irregularities.
- C. Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances, aligning with adjacent work.

END OF SECTION

**SECTION 08 7100  
DOOR HARDWARE**

**PART 1 GENERAL****REFERENCE PICKLR DESIGN GUIDE BOOKLET****2.01 ADMINISTRATIVE REQUIREMENTS**

- A. Keying Requirements Meeting:
1. Owner will schedule meeting at project site prior to Contractor occupancy.
  2. Attendance Required:
    - a. Contractor.
    - b. Owner.
    - c. Architect.
  3. Agenda:
    - a. Establish keying requirements.
    - b. Verify locksets and locking hardware are functionally correct for project requirements.
    - c. Verify that keying and programming complies with project requirements.
    - d. Establish keying submittal schedule and update requirements.
  4. Incorporate "Keying Requirements Meeting" decisions into keying submittal upon review of door hardware keying system including, but not limited to, the following:
    - a. Access control requirements.
    - b. Key control system requirements.

**2.02 SUBMITTALS**

- A. Product Data: Manufacturer's catalog literature for each type of hardware, marked to clearly show products to be furnished for this project, and includes construction details, material descriptions, finishes, and dimensions and profiles of individual components.
- B. Shop Drawings - Door Hardware Schedule: Submit detailed listing that includes each item of hardware to be installed on each door. Use door numbering scheme as included in Contract Documents.
1. Prepared by or under supervision of Architectural Hardware Consultant (AHC).
  2. Provide complete description for each door listed.
  3. Provide manufacturer name, product names, and catalog numbers; include functions, types, styles, sizes and finishes of each item.
  4. Include account of abbreviations and symbols used in schedule.
- C. Samples Prior to Preparation of Hardware Schedule:
1. Submit minimum size of 2 by 4 inch for sheet samples, and minimum length of 4 inch for other products.
  2. Submit one (1) sample of hinge, latchset, lockset, closer, and stops illustrating style, color, and finish.
- D. Keying Schedule:
1. Submit electronic copies of Keying Schedule in compliance with requirements established during Keying Requirements Meeting unless otherwise indicated.

**2.03 WARRANTY**

- A. Manufacturer's Warranty: Provide warranty against defects in material and workmanship for period indicated. Complete forms in Owner's name and register with manufacturer.
1. Closers: Five years, minimum.
  2. Exit Devices: Three years, minimum.
  3. Locksets and Cylinders: Three years, minimum.
  4. Other Hardware: Two years, minimum.

**PART 2 PRODUCTS****3.01 DESIGN AND PERFORMANCE CRITERIA**

- A. Provide specified door hardware as required to make doors fully functional, compliant with applicable codes, and secure to extent indicated.
- B. Provide door hardware products that comply with the following requirements:
  - 1. Applicable provisions of federal, state, and local codes.
  - 2. Fire-Rated Doors: NFPA 80, listed and labeled by qualified testing agency for fire protection ratings indicated, based on testing at positive pressure in accordance with NFPA 252 or UL 10C.
  - 3. Hardware for Smoke and Draft Control Doors (Indicated as "S" on Drawings): Provide door hardware that complies with local codes, and requirements of assemblies tested in accordance with UL 1784.
    - a. Air Leakage Rate: Tested in accordance with UL 1784, with air leakage rate not to exceed 3.0 cfm/ft of door opening at 0.10 inch of water for both ambient and elevated temperature tests.
  - 4. Listed and certified compliant with specified standards by BHMA (CPD).
  - 5. Auxiliary Hardware: BHMA A156.16.
  - 6. Straps and Tee Hinges: BHMA A156.20.
  - 7. Hardware Preparation for Steel Doors and Steel Frames: BHMA A156.115.
  - 8. Hardware Preparation for Wood Doors with Wood or Steel Frames: BHMA A156.115W.
- C. Fasteners:
  - 1. Provide fasteners of proper type, size, quantity, and finish that comply with commercially recognized standards for proposed applications.

**3.02 HINGES**

- A. Hinges: Comply with BHMA A156.1, Grade 1.
  - 1. Provide hinges on every swinging door.
  - 2. Provide five-knuckle full mortise butt hinges unless otherwise indicated.
  - 3. Provide ball-bearing hinges at each door with closer.
  - 4. Provide following quantity of butt hinges for each door:
    - a. Doors From 60 inches High up to 90 inches High: Three hinges.
    - b. Doors 90 inches High up to 120 inches High: Four hinges.
    - c. Doors over 120 inches High: One additional hinge per each additional 30 inches in height.

**3.03 EXIT DEVICES**

- A. Exit Devices: Comply with BHMA A156.3, Grade 1.
  - 1. Lever design to match lockset trim.
  - 2. Provide cylinder with cylinder dogging or locking trim.
  - 3. Provide exit devices properly sized for door width and height.
  - 4. Provide strike as recommended by manufacturer for application indicated.
  - 5. Provide UL (DIR) listed exit device assemblies for fire-rated doors and panic device assemblies for non-fire-rated doors.

**3.04 LOCK CYLINDERS**

- A. Lock Cylinders: Provide key access on outside of each lock, unless otherwise indicated.
  - 1. Provide cylinders from same manufacturer as locking device.
  - 2. Provide cams and/or tailpieces as required for locking devices.

**3.05 CYLINDRICAL LOCKS**

- A. Cylindrical Locks (Bored): Comply with BHMA A156.2, Grade 1, 4000 Series.
  - 1. Bored Hole: 2-1/8 inch diameter.
  - 2. Latchbolt Throw: 1/2 inch, minimum.

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Door Hardware

- 3. Backset: 2-3/4 inch unless otherwise indicated.
  - 4. Strikes: Provide manufacturer's standard strike for each latchset or lockset with strike box and curved lip extending to protect frame in compliance with indicated requirements.
    - a. Finish: To match lock or latch.
- 3.06 DOOR PULLS AND PUSH PLATES**
- A. Door Pulls and Push Plates: Comply with BHMA A156.6.
    - 1. Pull Type: Straight, unless otherwise indicated.
    - 2. Push Plate Type: Flat, with square corners, unless otherwise indicated.
      - a. Edges: Beveled, unless otherwise indicated.
    - 3. Material: Aluminum, unless otherwise indicated.
- 3.07 DOOR PULLS AND PUSH BARS**
- A. Door Pulls and Push Bars: Comply with BHMA A156.6.
    - 1. Bar Type: Bar set, unless otherwise indicated.
    - 2. Material: Aluminum, unless otherwise indicated.
- 3.08 CLOSERS**
- A. Closers: Comply with BHMA A156.4, Grade 1.
    - 1. Type: Surface mounted to door.
    - 2. Provide door closer on each exterior door.
    - 3. Provide door closer on each fire-rated and smoke-rated door.
- 3.09 PROTECTION PLATES**
- A. Protection Plates: Comply with BHMA A156.6.
  - B. Metal Properties: Aluminum material.
    - 1. Metal, Standard Duty: Thickness 0.050 inch, minimum.
  - C. Edges: Beveled, on four sides unless otherwise indicated.
  - D. Fasteners: Self-adhesive double-faced tape.
- 3.10 ARMOR PLATES**
- A. Armor Plates: Provide on bottom half of push side of doors that require protection from objects moving through openings that may damage door surface.
    - 1. Size: 16 inch high by 1-1/2 inch less door width (LDW) on pull side and 2 inch LDW on push side of door.
- 3.11 KICK PLATES**
- A. Kick Plates: Provide along bottom edge of push side of every door with closer, except aluminum storefront and glass entry doors, unless otherwise indicated.
    - 1. Size: 8 inch high by 2 inch less door width (LDW) on push side of door.
- 3.12 FLOOR STOPS**
- A. Floor Stops: Comply with BHMA A156.16, Grade 1 and Resilient Material Retention Test as described in this standard.
    - 1. Provide floor stops when wall surface is not available, be cautious not to create a tripping hazard.
    - 2. Type: Manual hold-open, with dome floor stop.
    - 3. Material: Aluminum housing with rubber insert.
- 3.13 WALL STOPS**
- A. Wall Stops: Comply with BHMA A156.16, Grade 1 and Resilient Material Retention Test as described in this standard.
    - 1. Provide wall stops to prevent damage to wall surface upon opening door.
    - 2. Type: Bumper, concave, wall stop.
    - 3. Material: Aluminum housing with rubber insert.

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SOMDAL ASSOCIATES

- C. 10 2113.17 - Phenolic Toilet Compartments
- D. 10 2213 - Wire Mesh Partitions
- E. 10 2800 - Toilet, Bath, and Laundry Accessories
- 2.11 DIVISION 11 -- EQUIPMENT
  - A. 11 4000 - Foodservice Equipment
- 2.12 DIVISION 12 -- FURNISHINGS
  - A. 12 2400 - Window Shades
  - B. 12 3200 - Manufactured Wood Casework
- 2.13 DIVISION 13 -- SPECIAL CONSTRUCTION NOT USED
- 2.14 DIVISION 14 -- CONVEYING EQUIPMENT (NOT USED)
- 2.15 DIVISION 21 -- FIRE SUPPRESSION
- 2.16 DIVISION 22 -- PLUMBING
- 2.17 DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)
- 2.18 DIVISION 25 -- INTEGRATED AUTOMATION
- 2.19 DIVISION 26 -- ELECTRICAL
- 2.20 DIVISION 27 -- COMMUNICATIONS
- 2.21 DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY
- 2.22 DIVISION 31 -- EARTHWORK
- 2.23 DIVISION 32 -- EXTERIOR IMPROVEMENTS
- 2.24 DIVISION 33 -- UTILITIES
- 2.25 DIVISION 34 -- TRANSPORTATION
- 2.26 DIVISION 40 -- PROCESS INTEGRATION
- 2.27 DIVISION 46 -- WATER AND WASTEWATER EQUIPMENT

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SECTION 00 2113  
INSTRUCTIONS TO BIDDERS

**SUMMARY**

**1.01 SEE AIA A701, INSTRUCTIONS TO BIDDERS FOUND AT WWW.AIA.COM**

**INVITATION****2.01 BID SUBMISSION**

- A. Bids signed and under seal, executed, and dated will be received at the office OF THE ARCHITECT VIA E-MAIL, CHRIS@SOMDAL.COM before 4PM p.m. local standard time on 02/28/2025.
- B.
- C. Offers submitted after the above time will be returned to the bidder unopened.
- D. Offers will be opened privately immediately after the time for receipt of bids.
- E. Amendments to the submitted offer will be permitted if received in writing prior to bid closing and if endorsed by the same party or parties who signed and sealed the offer.

**2.02 CONTRACT TIME**

- A. Identify Contract Time in the Bid Form. The completion date in the Agreement shall be the Contract Time added to the commencement date.

**BID DOCUMENTS AND CONTRACT DOCUMENTS****3.01 CONTRACT DOCUMENTS IDENTIFICATION**

- A. Contract Documents are identified as ARCHITECTS Project Number SA 2461, as prepared by Architect, and with contents as identified in the Project Manual.

**3.02 AVAILABILITY**

- A. Bid documents may be obtained at ACE DIGITAL, SHREVEPORT, LA.
- B. CONTRACTORS TO PAY FOR REPRODUCTION COSTS OF DOCUMENTS.

**3.03 INQUIRIES/ADDENDA**

- A. Direct questions to CHRIS ELBERSON, email; CHRIS@SOMDAL.COM.
- B. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 7 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients and \_\_\_\_\_.

**3.04 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS**

- A. General Requirements for Substitution Requests:
  - 1. Project Manual establishes standards for products, assemblies, and systems.
  - 2. Provide sufficient information to determine acceptability of proposed substitutions.
- B. Substitution Request Time Restrictions:
  - 1. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 10 days before receipt of bids.
- C. Substitution Request Form:
  - 1. Submit substitution requests by completing the form attached to this section. See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- D. Review and Acceptance of Request:

### **Additions and Deletions Report for AIA<sup>®</sup> Document A201<sup>™</sup> – 2007**

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

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## SUPPLEMENTARY CONDITIONS

These Supplementary Conditions modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition. Where any Article of the General Conditions is modified or any Section, Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Section, Article, Paragraph, Subparagraph or Clause shall remain in effect.

Articles, Sections, Paragraphs, Subparagraphs or Clauses modified or deleted have the same numerical designation as those occurring in the General Conditions.

### ARTICLE 1

#### GENERAL PROVISIONS

##### 1.1 BASIC DEFINITIONS

###### 1.1.1. The Contract Documents

In Section 1.1.1 delete the third sentence, and add the following sentence:  
The Contract Documents shall include the Bid Documents as listed in the Instructions to Bidders and any modifications made thereto by addenda.

###### 1.1.8 Initial Decision Maker

Delete all after the words, "shall not show partiality to the Owner or Contractor".

##### 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE [REFER TO *La R.S. 38:2317*]

1.5.1 Delete the first sentence of the paragraph.

1.5.1 In the third sentence delete the remainder after the word "publication".

##### 1.7 DIGITAL DATA USE AND TRANSMISSION

In the first sentence after the words, "in digital form" delete ". The parties will use AIA Document E203 2013, Building Information Modeling and Digital Data Exhibit".

##### 1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Delete Section 1.8.

### ARTICLE 2

#### OWNER

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**2.2 EVIDENCE OF THE OWNER'S FINANCIAL ARRANGEMENTS**

Delete Section 2.2.

**2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

2.3.1 In the first sentence, delete: all before "the Owner shall secure..."

Delete Section 2.3.2 and substitute the following:

2.3.2 The term Architect, when used in the Contract Documents, shall mean the prime Designer (Architect, Engineer, or Landscape Architect), or his authorized representative, lawfully licensed to practice architecture, engineering, or landscape architecture in the State of Louisiana, identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

2.3.3 Delete the words: "to whom the Contractor has no reasonable objection and".

**ARTICLE 3  
CONTRACTOR**

**3.4 LABOR AND MATERIALS**

3.4.2 Delete Section 3.4.2.

Delete Section 3.4.3 and substitute with the following:

3.4.3 Contractor and its employees, officers, agents, representatives, and Subcontractors shall conduct themselves in an appropriate and professional manner, in accordance with the Owner's requirements, at all times while working on the Project. Any such individual who behaves in an inappropriate manner or who engages in the use of inappropriate language or conduct while on Owner's property, as determined by the Owner, shall be removed from the Project at the Owner's request. Such individual shall not be permitted to return without the written permission of the Owner. The Owner shall not be responsible or liable to Contractor or any Subcontractor for any additional costs, expenses, losses, claims or damages incurred by Contractor or its Subcontractor as a result of the removal of an individual from the Owner's property pursuant to this Section. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

**3.5 WARRANTY**

3.5.2 Replace reference to "Section 9.8.4" with "Section 9.8.6".

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**3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS (La R.S. 40:1724[A])**

3.7.1 Delete Section 3.7.1.

3.7.2 In Section 3.7.2, replace the word "public" with the word "State".

Delete Section 3.7.5 and substitute the following:

3.7.5 If, during the course of the Work, the Contractor discovers human remains, unmarked burial or archaeological sites, burial artifacts, or wetlands, which are not indicated in the Contract Documents, the Contractor shall follow all procedures mandated by State and Federal law, including but not limited to La R.S. 8:671 et seq., the Office of Coastal Protection and Restoration, and Sections 401 & 404 of the Federal Clean Water Act. Request for adjustment of the Contract Sum and Contract Time arising from the existence of such remains or features shall be submitted in writing to the Owner pursuant to the Contract Documents.

**3.8 ALLOWANCES**

Delete Sections 3.8.1, 3.8.2, and 3.8.3 in their entirety and add the following new Section 3.8.1:

3.8.1 Allowances shall not be made on any of the Work.

**3.9 SUPERINTENDENT**

3.9.1 Add the following to the end of the paragraph.  
Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

**3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES**

3.10.1 Add the following: For projects with a contract sum greater than \$1,000,000.00, the Contractor shall include with the schedule, for the Owner's and Architect's information, a network analysis to identify those tasks which are on the critical path, i.e., where any delay in the completion of these tasks will lengthen the project timescale, unless action is taken. A revised schedule shall be submitted with each Application and Certificate for Payment. No payment shall be made until this schedule is received.

3.10.3 In the first sentence, delete the word "general".

After the first sentence, add the following:  
If the Work is not on schedule, as determined by the Architect, and the Contractor fails to take action to bring the Work on schedule, then the Contractor shall be deemed in default under this Contract and the progress of the Work shall be deemed unsatisfactory. Such default may be considered grounds for termination by the Owner for cause in accordance with Section 14.2.

Add the following Sections:

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- 3.10.4 Add the following: Submittal by the contractor of a schedule or other documentation showing a completion date for his Work prior to the completion date stated in the contract shall not impose any obligation or responsibility on the Owner or Architect for the earlier completion date.
- 3.10.5 In the event the Owner employs a commissioning consultant, the Contractor shall cooperate fully in the commissioning process and shall require all subcontractors and others under his control to cooperate. The purpose of such services shall be to ensure that all systems perform correctly and interactively according to the provisions of the Contract Documents.

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following: This requirement is of the essence of the contract. The Architect shall determine the value of these documents and this amount shall not be approved for payment to the Contractor until all of the listed documents are delivered to the Architect in good order, completely marked with field changes and otherwise complete in all aspects.

## ARTICLE 4

### ARCHITECT

#### 4.2 ADMINISTRATION OF THE CONTRACT

- 4.2.1 In the first sentence, delete the phrase: "the date the Architect issues the final Certificate for Payment" and replace with the phrase "final payment is due, and with the Owner's concurrence, from time to time during the one year period for correction of Work described in Section 12.2."
- 4.2.2 In the first sentence, after the phrase: "become generally familiar with", insert the following: "and to keep the Owner informed about".
- In the first sentence, after the phrase "portion of the Work completed", insert the following: "to endeavor to guard the Owner against defects and deficiencies in the Work."
- 4.2.4 In the first sentence, delete all after "The Owner and Contractor", and add the following "may communicate directly with each other, when deemed necessary by the Owner, and the Owner will notify the Architect of any decision."
- 4.2.10 Add the following sentence to the end of Section 4.2.10: There shall be no restriction on the Owner having a Representative.
- 4.2.11 Add the following sentence to the end of Section 4.2.11:
- If no agreement is made concerning the time within which interpretation required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be

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recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them.

4.2.14 Insert the following sentence between the second and third sentences of Section 4.2.14:

If no agreement is made concerning the time within which interpretation required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretation until 15 days after written request is made for them.

## ARTICLE 5

### SUBCONTRACTORS

#### 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Delete Section 5.2.1, and substitute the following:

5.2.1 Unless otherwise required by the Contract Documents, the Contractor shall furnish at the Pre-Construction Conference, to the Owner and the Architect, in writing, the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. No Contractor payments shall be made until this information is received.

Delete Section 5.2.2, and substitute the following:

5.2.2 The Contractor shall be solely responsible for selection and performance of all subcontractors. The Contractor shall not be entitled to claims for additional time and/or an increase in the contract sum due to a problem with performance or nonperformance of a subcontractor.

Delete Sections 5.2.3 and 5.2.4 and substitute the following:

5.2.3 The Contractor shall notify the Architect and the Owner when a subcontractor is to be changed and substituted with another subcontractor.

#### 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Delete Sections 5.4, 5.4.1, 5.4.2 and 5.4.3

## ARTICLE 7

### CHANGES IN THE WORK

#### 7.1 GENERAL

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**Add the following Sections:**

- 7.1.4 As part of the pre-construction conference submittals, the Contractor shall submit the following prior to the Contractor's initial request for payment:
  - 7.1.4.1 Fixed job site overhead cost itemized with documentation to support daily rates.
  - 7.1.4.2 Bond Premium Rate with supporting information from the General Contractor's carrier.
  - 7.1.4.3 Labor Burden by trade for both Subcontractors and General Contractor. The Labor Burden shall be supported by the Worker's Compensation and Employer's Liability Insurance Policy Information Page. Provide for all trades.
  - 7.1.4.4 Internal Rate Charges for all significant company owned equipment.
- 7.1.5 If the General Contractor fails to submit the aforementioned documentation as part of the pre-construction submittals, then pay applications shall not be processed until such time as the Owner receives this information.

**7.2 CHANGE ORDERS**

Delete Section 7.2.1, and substitute the following Sections:

- 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, the Architect, and the Contractor issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum and/or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. Any reservation of rights, stipulation, or other modification made on the change order by the contractor shall have no effect.
- 7.2.2 "Cost of the Work" for the purpose of Change Orders shall be the eligible costs required to be incurred in performance of the Work and paid by the Contractor and Subcontractors which eligible costs shall be limited to:
  - 7.2.2.1 Actual wages paid directly to labor personnel, with a labor burden markup exclusively limited to applicable payroll taxes, worker's compensation insurance, unemployment compensation, and social security taxes for those labor personnel performing the Work. Wages shall be the basic hourly labor rate paid an employee exclusive of fringe benefits or other employee costs. The labor burden percentage for the "Cost of the Work" is limited to categories listed herein. Employer-provided health insurance, fringe benefits, employee training (whether a requirement of employment or not), vacation pay, etc., are examples of ineligible labor burden costs which *shall not* be included, as these costs are already compensated by the Overhead and Profit markup.

Supervision shall not be included as a line item in the "Cost of the Work", except when the change results in a documented delay in the critical path, as described in Section 7.2.7.

- 7.2.2.2 Cost of all materials and supplies necessary and required to perform the Work, identifying each item and its individual cost, including taxes. Incidental consumables are not eligible costs and shall not be included.
- 7.2.2.3 Cost of each necessary piece of machinery and equipment required to perform the Work, identifying each item and its individual cost, including taxes. Incidental small tools of a specific trade (i.e., shovels, saws, hammers, air compressors, etc.) and general use vehicles, such as pickup trucks even for moving items around the site, fuel for these general use vehicles, travel, lodging, and/or meals are not eligible and shall not be included.
- 7.2.2.4 Eligible Insurance costs shall be limited to documented increases in "Builder's Risk" insurance premium / costs only. Commercial General Liability, Automobile Liability, and all other required insurances, where referenced in the Contract shall be considered part of normal overhead. These costs are already compensated by the Overhead and Profit markup.
- 7.2.2.5 Cost for the General Contractor Performance and Payment Bond premium, where the documented cost of the premiums have been increased due to the Change Order.

7.2.3 Overhead and Profit - The Contractor and Subcontractor shall be due home office fixed overhead and profits on the Cost of the Work, but shall not exceed a total of 16% of the direct cost of any portion of Work.

The credit to the Owner resulting from a change in the Work shall be the sum of those items above, except credit will not be required for Overhead and Profit. Where a change results in both credits to the Owner and extras to the Contractor for related items, overhead and profit shall only be computed on the net extra cost to the Contractor.

7.2.4 The cost to the Owner resulting from a change in the Work shall be the sum of: Cost of the Work (as defined at Section 7.2.2) and Overhead and Profit (as defined at Section 7.2.3), and shall be computed as follows:

- 7.2.4.1 When all of the Work is General Contractor Work, 8% markup on the Cost of the Work.
- 7.2.4.2 When the Work is all Subcontract Work; 8% markup on the Cost of the Work for Subcontractor's Overhead and Profit, plus 8% markup on the Cost of the Work, not including the Subcontractor's Overhead and Profit markup, for General Contractor's Overhead and Profit.
- 7.2.4.3 When the Work is a combination of General Contractor Work and Subcontract Work, that portion of the direct cost that is General Contract Work shall be computed per Section 7.2.4.1 and that portion of the direct cost that is Subcontract Work shall be computed per Section 7.2.4.2.

Premiums for the General Contractor's bond may be included, but after the markup is added to the Cost of the Work.  
Premiums for the Subcontractor's Bond shall not be included.

7.2.4.4 Subcontract cost shall consist of the items in Section 7.2.2 above plus Overhead and Profit as defined in Section 7.2.3.

7.2.5 Before a Change Order is prepared, the Contractor shall prepare and deliver to the Architect the following information concerning the Cost of the Work, not subject to waiver, within a reasonable time after being notified to prepare said Change Order:

A detailed, itemized list of labor, material and equipment costs for the General Contractor's Work including quantities and unit costs for each item of labor, material and equipment.

An itemized list of labor, material and equipment costs for each Subcontractor's and/or Sub-Subcontractor's Work including quantities and unit costs for each item of labor, material and equipment.

7.2.6 After a Change Order has been approved, no future requests for extensions of time or additional cost shall be considered for that Change Order.

7.2.7 Extended fixed job-site costs are indirect costs that are necessary to support the work in the field. Examples of fixed job-site costs are field office rental, salaries of field office staff, field office utilities and telephone.

Extended fixed job-site costs or equitable adjustment, may be included in a Change Order due to a delay in the critical path, with the exception of weather related delays. In the event of a delay in the critical path, the Contractor shall submit all changes or adjustments to the Contract Time **within twenty-one (21) days** of the event giving rise to the delay. The Contractor shall submit documentation and justification for the adjustment by performing a critical path analysis of its most recent schedule in use prior to the change, which shows an extension in critical path activities.

The Contractor shall notify the Architect in writing that the Contractor is making a claim for extended fixed job-site overhead as required by Section 15.1.2. The Contractor shall provide proof that the Contractor is unable to mitigate financial damages through Alternate Work within this Contract or replacement work. "Replacement Work" is that work which the Contractor is obligated to perform under any construction contract separate from this Contract. Reasonable proof shall be required by the Architect that the delays affected the Completion Date.

7.2.8 "Cost of the Work" whether General Contractor cost or Subcontractor cost shall not apply to the following:

7.2.8.1 Salaries or other compensation of the Contractor's personnel at the Contractor's principal office and branch offices.

7.2.8.2 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

7.2.8.3 Overhead and general expenses of any kind or the cost of any item not specifically and expressly included above in Cost of the Work.

7.2.8.4 Cost of supervision, refer to section 7.2.2.1, with exception as provided in Section 7.2.7.

7.2.9 When applicable as provided by the Contract, the cost to Owner for Change Orders shall be determined by quantities and unit prices. The quantity of any item shall be as submitted by the Contractor and approved by the Architect. Unit prices shall cover cost of Material, Labor, Equipment, Overhead and Profit.

### 7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.3 In the first sentence after "following methods" insert: ", but not to exceed a specified amount".

7.3.4 From 1 of the list, delete all after "Costs of labor, including" and substitute the following "social security, old age and employment insurance, applicable payroll taxes, and workers' compensation insurance."

Delete the following from 4 of the list: "permit fees,"

Delete Section 7.3.9 and substitute the following:

7.3.9 Pending final determination of the total costs of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs.

## ARTICLE 8

### TIME

#### 8.1 DEFINITIONS

Add the following:

8.1.5 The Contract Time shall not be changed by the submission of a schedule that shows an early completion date unless specifically authorized by change order.

#### 8.2 PROGRESS AND COMPLETION

Add to Section 8.2.1 the following:

Completion of the Work must be within the Time for Completion stated in the Agreement, subject to such extensions as may be granted under Section 8.3. The Contractor agrees to

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commence Work not later than fourteen (14) days after the transmittal date of Written Notice to Proceed from the Owner and to substantially complete the project within the time stated in the Contract. The Owner will suffer financial loss if the project is not substantially complete in the time set forth in the Contract Documents. The Contractor and the Contractor's Surety shall be liable for and shall pay to the Owner the sum stated in the Contract Documents as fixed, agreed and liquidated damages for each consecutive calendar day (Saturdays, Sundays and holidays included) of delay until the Work is substantially complete. The Owner shall be entitled to the sum stated in the Contract Documents. Such Liquidated Damages shall be withheld by the Owner from the amounts due the Contractor for progress payments.

Delete Section 8.2.2.

### **8.3 DELAYS AND EXTENSIONS OF TIME**

8.3.1 In the first sentence after the words "Owner pending" delete the words "mediation and binding dispute resolution" and add the word "litigation", and delete the last word "determine" and add the following: "recommend, subject to Owner's approval of Change Order. If the claim is not made within the limits of Article 15, all rights for future claims for that month are waived."

## **ARTICLE 9**

### **PAYMENTS AND COMPLETION**

#### **9.1 CONTRACT SUM**

Delete Section 9.1.2.

Delete Section 9.2 and substitute the following:

#### **9.2 SCHEDULE OF VALUES**

At the Pre-Construction Conference, the Contractor shall submit to the Owner and the Architect a Schedule of Values prepared as follows:

9.2.1 The attached Schedule of Values Format shall be used. If applicable, the cost of Work for each section listed under each division, shall be given. The cost for each section shall include Labor, Materials, Overhead and Profit.

9.2.2 The Total of all items shall equal the Total Contract Sum. This schedule, when approved by the Architect, shall be used as a basis for the Contractor's Applications for Payment and it may be used for determining the cost of the Work in deductive change orders, when a specific item of Work listed on the Schedule of Values is to be removed. Once the Schedule of Values is submitted at the Pre-Construction Conference, the schedule shall not be modified without approval from the Owner and Architect.

#### **9.3 APPLICATIONS FOR PAYMENT**

Delete Sections 9.3.1, 9.3.1.1, and 9.3.1.2 and substitute the following:

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9.3.1 Monthly, the Contractor shall submit to the Architect an Application & Certificate for Payment on the AIA Document G702-1992, accompanied by AIA Document G703-1992, and supported by any additional data substantiating the Contractor's right to payment as the Owner or the Architect may require. Application for Payment shall be submitted on or about the first of each month for the value of labor and materials incorporated into the Work and of materials, suitably stored, at the site as of the twenty-fifth day of the preceding month, less normal retainage as follows, per La R.S. 38:2248:

9.3.1.1 Projects with Contract price up to \$500,000.00 – 10% of the Contract price.

9.3.1.2 Projects with Contract price of \$500,000.00, or more – 5% of the Contract price.

9.3.1.3 No payment shall be made until the revised schedule required by Section 3.10.1 is received.

9.3.1.4 The normal retainage shall not be due the Contractor until after substantial completion and expiration of the forty-five day lien period and submission to the Architect of a clear lien certificate, consent of surety, and invoice for retainage.

Delete Section 9.3.2 and substitute the following:

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, including applicable insurance.

#### 9.5 DECISIONS TO WITHHOLD CERTIFICATION

Section 9.5.1.7: Delete the word "repeated".

Delete Section 9.5.4.

#### 9.6 PROGRESS PAYMENTS

Delete Section 9.6.1 and substitute the following:

9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment within twenty days except for projects funded fully or in part by a Federal reimbursement program. For such projects the Owner will make payment in a timely manner consistent with reimbursement.

9.6.2 Delete the phrase: "no later than seven days" from the first sentence.

After the end of the second sentence, add the following:

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La R.S. 9:2784 (A) and (C) require a Contractor or Subcontractor to make payment due to each Subcontractor and supplier within fourteen (14) consecutive days of the receipt of payment from the Owner. If not paid, a penalty in the amount of  $\frac{1}{2}$  of 1% per day is due, up to a maximum of 15% from the expiration date until paid. The contractor or subcontractor, whichever is applicable, is solely responsible for payment of a penalty.

- 9.6.4 Delete the first two sentences of Section 9.6.4 and add the following to the end of the Section:

Pursuant to La. R.S. 38:2242 and La. R.S. 38:2242.2, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct 125% of such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the recorder of mortgages of the parish where the Work has been done. When the Owner receives original proof of such guarantee from the recorder of mortgages, the claim deduction will be added back to the Contract Sum.

Delete Section 9.7 FAILURE OF PAYMENT.

Delete Section 9.8 and substitute the following:

#### **9.8 SUBSTANTIAL COMPLETION**

- 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Architect shall determine if the project is substantially complete in accordance with this Section.
- 9.8.2 When the Contractor considers that the Work is Substantially Complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.8.3 Upon receipt of the Contractor's list, the Architect shall make an inspection to determine whether the Work is substantially complete. A prerequisite to the Work being considered as substantially complete is the Owner's receipt of the executed Roofing Contractor's and Roofing Manufacturer's guarantees, where roofing Work is part of the Contract. Prior to inspection by the Architect, the Contractor shall notify the Architect that the project is ready for inspection by the State Fire Marshal's office. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, the Contractor shall, before the Work can be considered as Substantially Complete, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- 9.8.4 When the Architect determines that the project is Substantially Complete, he shall prepare a punch list of exceptions and the dollar value related thereto. The monetary value assigned to this list will be the sum of the cost estimate for each particular item of

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Work the Architect develops based on the mobilization, labor, material and equipment costs of correcting the item and shall be retained from the monies owed the contractor, above and beyond the standard lien retainer. The cost of these items shall be prepared in the same format as the schedule of values. At the end of the forty-five day lien period payment shall be approved for all punch list items completed up to that time. After that payment, none of the remaining funds shall be due the contractor until all punch list items are completed and are accepted by the Architect. If the dollar value of the punch list exceeds the amount of funds, less the retainer amount, in the remaining balance of the Contract, then the Project shall not be considered as substantially complete. If funds remaining are less than that required to complete the Work, the Contractor shall pay the difference.

- 9.8.5 When the preparation of the punch list is complete the Architect shall prepare a Recommendation of Acceptance incorporating the punch list and submit it to the Owner. Upon approval of the Recommendation of Acceptance, the Owner may issue a Notice of Acceptance of Building Contract which shall establish the Date of Substantial Completion. The Contractor shall record the Notice of Acceptance with the Clerk of Court in the Parish in which the Work has been performed. If the Notice of Acceptance has not been recorded seven (7) days after issuance, the Owner may record the Acceptance at the Contractor's expense. All additive change orders must be processed before issuance of the Recommendation of Acceptance. The Owner shall not be responsible for payment for any Work associated with change orders that is not incorporated into the contract at the time of the Recommendation of Acceptance.
- 9.8.6 Warranties required by the Contract Documents shall commence on the date of Acceptance of the Work unless otherwise agreed to in writing by the Owner and Contractor. Unless otherwise agreed to in writing by the Owner and Contractor, security, maintenance, heat, utilities, damage to the Work not covered by the punch list and insurance shall become the Owner's responsibility on the Date of Substantial Completion.
- 9.8.7 If all punch list items have not been completed by the end of the forty-five (45) day lien period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within forty-five (45) days after notification, the Surety has not completed the punch list, through no fault of the Architect or Owner, the Owner may, at his option, contract to have the balance of the Work completed and pay for such Work with the unpaid funds remaining in the Contract sum. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts. If the surety fails to complete the punch list within the stipulated time period, the Owner may not accept bonds submitted, in the future, by the surety.

#### 9.9 PARTIAL OCCUPANCY OR USE

Delete Section 9.9.1 and substitute the following:

- 9.9.1 Partial Occupancy is that stage in the progress of the Work when a designated portion of the Work is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the designated portion of the Work for its intended use. The Owner may occupy or use any substantially completed portion of the Work so designated

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by separate agreement with the Contractor and authorized by public authorities having jurisdiction over the Work. Such occupancy or use may commence provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers the designated portion substantially complete the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

**9.10 FINAL COMPLETION AND FINAL PAYMENT**

9.10.1 After the second sentence, add the following:

If the Architect does not find the Work acceptable under the Contract Documents, the Architect shall make one additional inspection; if the Work is still not acceptable, the Architect, and each of the Architect's principal consultants, shall be paid \$175.00/hour for their time at the project site, for each additional inspection, to be withheld from the unpaid funds remaining in the Contract sum. The payment shall be made by the Owner and deducted from the construction contract funds.

Delete Section 9.10.4 and replace with the following:

9.10.4 The making of final payment shall not constitute a waiver of Claims by the Owner for the following:

9.10.4.1 Claims, security interests, or encumbrances arising out of the Contract and unsettled;

9.10.4.2 failure of the Work to comply with the requirements of the Contract Documents irrespective of when such failure is discovered;

9.10.4.3 terms of special warranties required by the Contract Documents; or

9.10.4.4 audits performed by the Owner, after final payment.

**ARTICLE 10**

**PROTECTION OF PERSONS AND PROPERTY**

**10.2 SAFETY OF PERSONS AND PROPERTY**

10.2.2 In the first sentence, between the words: "bearing on" and "safety", add the words: "the health and,"

**10.3 HAZARDOUS MATERIALS**

10.3.1 In the second sentence after (PCB) add: "or lead".

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10.3.2 After the first sentence, delete all remaining sentences.

Add at the end: "The Contract time shall be extended appropriately."

Delete Section 10.4 and substitute the following:

**10.4 EMERGENCIES**

In an emergency affecting the safety of persons or property, the Contractor shall notify the Owner and Architect immediately of the emergency, simultaneously acting at his discretion to prevent damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Article 15 and Article 7.

**ARTICLE 11**

**INSURANCE AND BONDS**

AIA A101 – 2017 Exhibit A is not a part of these documents. Delete all of Sections 11.1, 11.2, 11.3, 11.4, and 11.5, and substitute the following:

**INSURANCE REQUIREMENTS FOR  
NEW CONSTRUCTION, ADDITIONS AND RENOVATIONS**

**11.1 CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall purchase and maintain without interruption for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The duration of the contract shall be from the inception of the contract until the date of final payment.

**11.2 MINIMUM SCOPE AND LIMITS OF INSURANCE**

**11.2.1 Worker's Compensation**

Worker's Compensation insurance shall be in compliance with the Worker's Compensation law of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If Work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for Worker's compensation coverage only.

**11.2.2 Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations Liability, shall have a minimum limit per occurrence based on the project value. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

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The aggregate loss limit must apply to each project. ISO form CG 25 03 (current form approved for use in Louisiana), or equivalent, shall also be submitted. The State project number, including part number, and project name shall be included on this endorsement.

**COMBINED SINGLE LIMIT (CSL) PER OCCURRENCE**

<u>Type of Construction</u>	<u>Projects up to \$1,000,000</u>	<u>Projects over \$1,000,000 up to \$10,000,000</u>	<u>Projects over \$10,000,000</u>
<b>New Buildings:</b>			
Each Occurrence Minimum Limit	\$1,000,000	\$2,000,000	\$4,000,000
Per Project Aggregate	\$2,000,000	\$4,000,000	\$8,000,000
<b>Renovations:</b> The building(s) value for the Project is \$ _____.			
Each Occurrence Minimum Limit	\$1,000,000**	\$2,000,000**	\$4,000,000**
Per Project Aggregate	2 times per occur limit**	2 times per occur limit**	2 times per occur limit**

\*\*While the minimum Combined Single Limit of \$1,000,000 is required for any renovation, the limit is calculated by taking 10% of the building value and rounding it to the nearest \$1,000,000 to get the insurance limit. Example: Renovation on a \$33,000,000 building would have a calculated \$3,300,000 combined single limit of coverage (33,000,000 times .10 = 3,300,000 and then rounding down to \$3,000,000). If the calculated limit is less than the minimum limit listed in the above chart, then the amount needed is the minimum listed in the chart. Maximum per occurrence limit required is \$10,000,000 regardless of building value. The per project aggregate limit is then calculated as twice the per occurrence limit.

**11.2.3 Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

**11.2.4 Excess Umbrella**

Excess Umbrella Insurance may be used to meet the minimum requirements for General Liability and Automobile Liability only.

**11.2.5 Builder's Risk**

11.2.5.1 Builder's Risk Insurance shall be in an amount equal to the amount of the construction contract including any amendments and shall be upon the entire Work included in the contract. The policy shall provide coverage equivalent to the ISO form number CP 10 20, Broad Form Causes of Loss (extended, if necessary, to include the perils of wind, earthquake, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure). The policy must include architects' and engineers' fees necessary to provide plans, specifications and supervision of Work for the repair and/or replacement of property damage caused by a covered peril, not to exceed 10% of the cost of the repair and/or replacement.

11.2.5.2 Flood coverage shall be provided by the Contractor on the first floor and below for all projects, except as otherwise noted. The builder's risk insurance policy, sub-limit for flood coverage shall not be less than ten percent (10%) of the total contract cost per occurrence. If flood is purchased as a separate policy, the limit shall be ten percent (10%) of the total contract cost per occurrence (with a max of \$500,000 if NFIP). Coverage for roofing projects shall not require flood coverage.

11.2.5.3 A Specialty Contractor may provide an installation floater in lieu of a Builder's Risk policy, with the similar coverage as the Builder's Risk policy, upon the system to be installed in an amount equal to the amount of the contract including any amendments. Flood coverage is not required.

11.2.5.4 The policy must include coverage for the Owner, Contractor and any subcontractors as their interests may appear.

11.2.6 Pollution Liability (*required when asbestos or other hazardous material abatement is included in the contract*)

Pollution Liability insurance, including gradual release as well as sudden and accidental, shall have a minimum limit of not less than \$1,000,000 per claim. A claims-made form will be acceptable. A policy period inception date of no later than the first day of anticipated Work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all Work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

11.2.7 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Owner. The Contractor shall be responsible for all deductibles and self-insured retentions.

### 11.3 OTHER INSURANCE PROVISIONS

11.3.1 The policies are to contain, or be endorsed to contain, the following provisions:

11.3.1.1 Worker's Compensation and Employers Liability Coverage

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11.3.1.1.1 To the fullest allowed by law, the insurer shall agree to waive all rights of subrogation against the Owner, its officers, agents, employees and volunteers for losses arising from Work performed by the Contractor for the Owner.

11.3.1.2 Commercial General Liability Coverage

11.3.1.2.1 The Owner, its officers, agents, employees and volunteers are to be added as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. ISO Form CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalent, are to be used.

11.3.1.2.2 The Contractor's insurance shall be primary as respects the Owner, its officers, agents, employees and volunteers for any and all losses that occur under the contract. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the Owner shall be excess and non-contributory of the Contractor's insurance.

11.3.1.3 Builder's Risk

The policy must include an endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy, which may also be covered by a State of Louisiana self-insurance or commercial property policy through the Office of Risk Management (ORM), Contractor and its insurer agree to follow the following procedure to establish coverage and/or the amount of loss.

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, the Contractor's insurer and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers shall select a competent and impartial umpire. The appraisers shall then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company agrees that the decision of the appraisers and the umpire if involved shall be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

11.3.1.4 All Coverages

11.3.1.4.1 All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

11.3.1.4.2 Neither the acceptance of the completed Work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

11.3.1.4.3 The insurance companies issuing the policies shall have no recourse against the Owner for payment of premiums or for assessments under any form of the policies.

11.3.1.4.4 Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, agents, employees and volunteers.

#### 11.3.2 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-: VI or higher. This rating requirement may be waived for Worker's compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another certificate of insurance within 30 days.

#### 11.3.3 Verification of Coverage

Contractor shall furnish the Owner with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Owner before Work commences and upon any contract renewal or insurance policy renewal thereafter. The Certificate Holder must be listed as follows:

State of Louisiana  
Name of Owner  
Owner Address  
City, State, Zip  
Attn: Project # \_\_\_\_\_

The Owner reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued, or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

If the Contractor does not meet the insurance requirements at policy renewal, at the option of the Owner, payment to the Contractor may be withheld until the requirements have been met, OR the Owner may pay the renewal premium and withhold such payment from any monies due the Contractor, OR the contract may be suspended or terminated for cause.

#### 11.3.4 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Owner reserves the right to request copies of subcontractor's certificates at any time.

If Contractor does not verify subcontractors' insurance as described above, Owner has the right to withhold payments to the Contractor until the requirements have been met.

#### 11.3.5 Worker's Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide Worker's compensation coverage, the parties hereby agree the Contractor, its Owners, agents and employees shall have no cause of action against, and shall not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Worker's Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its Owners, agents and employees. The parties further agree that Contractor is a wholly independent Contractor and is exclusively responsible for its employees, Owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

#### 11.3.6 Indemnification/Hold Harmless Agreement

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees and volunteers, from and against any and all claims, damages, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling and expenses of all claims.

#### 11.4 PERFORMANCE AND PAYMENT BOND

- 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
- 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- 11.4.3 Recordation of Contract and Bond [La R.S. 38:2241 thru 38:2241.1]

The Owner shall record within thirty (30) days the Contract Between Owner and Contractor and Performance and Payment Bond with the Clerk of Court in the Parish in which the Work is to be performed.

#### ARTICLE 12

##### UNCOVERING AND CORRECTION OF WORK

#### 12.2 CORRECTION OF WORK

##### 12.2.1 Before Substantial Completion

At the end of the paragraph, add the following sentences:

"If the Contractor fails to correct Work identified as defective within a thirty (30) day period, through no fault of the Designer, the Owner may hold the Contractor in default. If the Owner finds the Contractor in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the nonconforming Work, through no fault of the Architect or Owner, the Owner may contract to have nonconforming Work corrected and hold the Surety and Contractor responsible for the cost, including architectural fees and other indirect costs. If the Surety fails to correct the Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may elect not to accept bonds submitted in the future by the Surety. Finding the Contractor in default shall constitute a reason for disqualification of the Contractor from bidding on future state contracts.

##### 12.2.2 After Substantial Completion

12.2.2.1 At the end of the paragraph delete the last sentence and add the following sentences:

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"If the Contractor fails to correct nonconforming Work, or Work covered by warranties, within a thirty (30) day period, through no fault of the Architect or Owner, the Owner may hold the Contractor in default. If the Owner finds the Contractor is in default, the Surety shall be notified. If within thirty (30) days after notification, the Surety has not corrected the non-conforming or warranty Work, through no fault of the Architect or Owner, the Owner may contract to have the nonconforming or warranty Work corrected and hold the Surety responsible for the cost including architects fees and other indirect costs. Corrections by the Owner shall be in accordance with Section 2.4. If the Surety fails to correct the nonconforming or warranty Work within the stipulated time period and fails to meet its obligation to pay the costs, the Owner may not accept bonds submitted, in the future, by the Surety."

#### ARTICLE 13

##### MISCELLANEOUS PROVISIONS

###### 13.1 GOVERNING LAW

Delete all after the word "located".

###### 13.2 SUCCESSORS AND ASSIGNS

13.2.1 In the second sentence, delete "Except as ... 13.2.2"

Delete Section 13.2.2.

###### 13.3 RIGHTS AND REMEDIES

Add the following Section 13.3.3:

13.3.3 The Nineteenth Judicial Court in and for the Parish of East Baton Rouge, State of Louisiana shall have sole jurisdiction and venue in any action brought under this contract.

###### 13.4 TESTS AND INSPECTIONS

In Section 13.4.1, delete the second sentence and substitute the following:

The Contractor shall make arrangements for such tests, inspections and approvals with the Testing Laboratory provided by the Owner, and the Owner shall bear all related costs of tests, inspections and approvals

Delete the last two sentences of Section 13.4.1.

###### 13.5 INTEREST

Delete Section 13.5.

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**ARTICLE 14**

**TERMINATION OR SUSPENSION OF THE CONTRACT**

**14.1 TERMINATION BY THE CONTRACTOR**

Delete Section 14.1.1.4.

In Section 14.1.3, after the word "profit," delete the words "on Work not executed" and substitute the following: "for Work completed prior to stoppage".

**14.2 TERMINATION BY THE OWNER FOR CAUSE**

Add the following Section:

14.2.1.5 failure to complete the punch list within the lien period as provided in 9.8.7.

14.2.3 Add the following sentence:

"Termination by the Owner shall not suspend assessment of liquidated damages against the Surety."

Add the following Section:

14.2.5 If an agreed sum of liquidated damages has been established, termination by the Owner under this Article shall not relieve the Contractor and/or Surety of his obligations under the liquidated damages provisions and the Contractor and/or Surety shall be liable to the Owner for per diem liquidated damages.

**14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

In Section 14.4.3, delete all after "incurred by reason of the termination," and add "along with reasonable profit on the Work not executed."

**ARTICLE 15**

**CLAIMS AND DISPUTES**

**15.1 CLAIMS**

Delete Section 15.1.2, **Time Limit on Claims**, (See La R.S. 38:2189, and 38:2189.1).

15.1.3.1 Add the following to the end of the paragraph:

"A Reservation of Rights and similar stipulations shall not be recognized under this contract as having any effect. A party must make a claim as defined herein within the time limits provided."

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15.1.4.2 In the first sentence of the Section, delete "Initial Decision Maker's" and replace with "Architect's". In the second sentence of the Section, delete "the decision of the Initial Decision Maker" and replace with: "his/her decision".

Delete Section 15.1.6.2 and substitute the following:

15.1.6.2 If adverse weather conditions are the basis for a claim for additional time, the Contractor shall document that weather conditions had an adverse effect on the scheduled construction. An increase in the contract time due to weather shall not be cause for an increase in the contract sum. At the end of each month, the Contractor shall make one Claim for any adverse weather days occurring within the month. The Claim must be accompanied by sufficient documentation evidencing the adverse days and the impact on construction. Failure to make such Claim within **twenty-one (21)** days from the last day of the month shall prohibit any future claims for adverse days for that month. No additional adverse weather days shall be granted after the original or extended contract completion date, except those adverse weather days associated with a National Weather Service named storm or federally declared weather related disaster directly affecting the project site.

Add the following Section:

15.1.6.3 The following are considered reasonably anticipated days of adverse weather on a monthly basis:

January	11 days	July	6 days
February	10 days	August	5 days
March	8 days	September	4 days
April	7 days	October	3 days
May	5 days	November	5 days
June	6 days	December	8 days

The Contractor shall ask for total adverse weather days. The Contractor's request shall be considered only for days over the allowable number of days stated above.

*Note: Contract is on a calendar day basis.*

## 15.2 INITIAL DECISION

15.2.1 In the second sentence, delete the word "will" and replace with: "shall always".

In the second sentence, delete the phrase: ", unless otherwise indicated in the Agreement."

In the third sentence, delete the word "mediation" and replace with: "litigation".

At the end of the third sentence, add: "arising prior to the date final payment is due".

Delete the fourth sentence.

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15.2.5 In the middle of the first sentence, delete all after the phrase: "rejecting the Claim".

In the second sentence, delete the phrase: "and the Architect, if the Architect is not serving as the Initial Decision Maker,".

In the third sentence, delete all after: "binding on the parties" and add the following: "except that the Owner may reject the decision or suggest a compromise or both".

Delete Section 15.2.6.

Delete Section 15.2.6.1.

**15.3 MEDIATION**

Delete Section 15.3.

**15.4 ARBITRATION**

Delete Section 15.4.

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SECTION 00 0102  
PROJECT INFORMATION

## PART 1 GENERAL

## 1.01 PROJECT IDENTIFICATION

- A. Project Name: THE PICKLR, located at: LOUISIANA BOARDWALK, BOSSIER CITY, LOUISIANA.
- B. Architect's Project Number: 2461  
LOUISIANA BOARDWALK - BUILDINGS H & M  
Bossier City, Louisiana
- C. The Owner, hereinafter referred to as Owner:

## 1.02 NOTICE TO PROSPECTIVE BIDDERS

- A. These documents constitute an Invitation to Bid to General Contractors for the construction of the project described below.

## 1.03 PROJECT DESCRIPTION

- A. Summary Project Description: RENOVATIONS TO BUILDINGS H & M IN THE LOUISIANA BOARDWALK, BOSSIER CITY LOUISIANA.
- B. Contract Scope: Construction, demolition, renovation, and facility operations during occupancy.
- C. Fixed Contract Amount: YES.
- D. The currently premises at the project site are open for examination by bidders by contacting the ARCHITECT.

## 1.04 PROJECT CONSULTANTS

- A. The Architect, hereinafter referred to as Architect: SOMDAL ASSOCIATES.
  - 1. Address: 9525 LINE AVE. SUITE 3.
  - 2. Phone/Fax: 318-425-7721.
  - 3. E-mail: CHRIS@SOMDAL.COM.

## 1.05 PROCUREMENT TIMETABLE

- A. Pre-Bid Briefing: DAY AFTER SPECIFICATIONS ISSUE. at LOUISIANA BOARDWALK, BUILDING H.
- B. Last Request for Substitution Due: 7 days prior to due date of bids.
- C. Last Request for Information Due: 7 days prior to due date of bids.
- D. Bid Due Date: 02/28/2025, at the architects office before 4 PM local time.
- E. E-MAILED TO THE ARCHITECTS CHRIS@SOMDAL.COM
- F. Bid Opening: \_\_\_\_\_ local time.
- G. Notice to Proceed: Within 7 days after due date.
- H. Bids May Not Be Withdrawn Until: 30 days after due date.
- I. Contract Time: GC TO FILL OUT AS PART OF BID.
- J. Desired Substantial Completion Date: Not later than 120 calendar days from Notice to Proceed.
- K. Desired Final Completion Date: Not later than 120 calendar days from Notice to Proceed.
- L. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

THE PICKLR

SOMDAL ASSOCIATES

**1.06 PRE-QUALIFIED BIDDERS**

- A. Those already qualified to submit bids are:
  - 1. General Contractor: GRIFFIS CONSTRUCTION.
    - a. Project Contact: JASON GRIFFS.
  - 2. General Contractor: INTEGRITY CONSTRUCTION.
    - a. Project Contact: KIRK DEAN.
  - 3. General Contractor: BROWN BUILDERS.
    - a. Project Contact: MIKE WALER.
    - b.

**1.07 PROCUREMENT DOCUMENTS**

- A. Availability of Documents: Complete sets of procurement documents may be obtained:
  - 1. From Owner at the Project Manager's address listed above.
  - 2. At the following address: ACE DIGITAL, SHREVEPORT, LOUISIANA.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

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SA #2461

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Project Information

SECTION 00 0110  
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## PROCUREMENT AND CONTRACTING REQUIREMENTS

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- B. 00 0102 - Project Information
- C. 00 2113 - Instructions to Bidders
- D. 00 4100 - Bid Form
- E. 00 7200 - General Conditions
- F. 00 7300 - Supplementary Conditions

## SPECIFICATIONS

## 2.01 DIVISION 01 -- GENERAL REQUIREMENTS

- A. 01 3216 - Construction Progress Schedule
- B. 01 5000 - Temporary Facilities and Controls
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- A. 06 1000 - Rough Carpentry
- B. 06 8316 - Fiberglass Reinforced Paneling

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## 2.08 DIVISION 08 -- OPENINGS

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- B. 08 1416 - Flush Wood Doors
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§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or verifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

**§ 3.13 USE OF SITE**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

**§ 3.14 CUTTING AND PATCHING**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor, such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

**§ 3.15 CLEANING UP**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

**§ 3.16 ACCESS TO WORK**

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

**§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturer is required by the Contract Documents, or where the copyright violation is contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

**§ 3.18 INDEMNIFICATION**

**§ 3.18.1** To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### ARTICLE 4 ARCHITECT

##### § 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose terms under the Contract Documents shall be that of the Architect.

##### § 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.5.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

##### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 3.5.2 and 3.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, issue Certificates of Substantial Completion pursuant to Section 9.8, receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10, and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents in written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

#### ARTICLE 5 SUBCONTRACTORS

##### § 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractor of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

**§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

**§ 5.3 SUBCONTRACTUAL RELATIONS**

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow as the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents in which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

**§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- 1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- 2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

**ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

**§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

**§ 6.2 MUTUAL RESPONSIBILITY**

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with them as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 1.14.

**§ 6.3 OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

**ARTICLE 7 CHANGES IN THE WORK**

**§ 7.1 GENERAL**

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

**§ 7.2 CHANGE ORDERS**

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- 1 The change in the Work;
- 2 The amount of the adjustment, if any, in the Contract Sum; and
- 3 The extent of the adjustment, if any, in the Contract Time.

**§ 7.3 CONSTRUCTION CHANGE DIRECTIVES**

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment in the Contract Sum, the adjustment shall be based on one of the following methods:

- 1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- 2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- 3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- 4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices in quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

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§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

**§ 8.3 DELAYS AND EXTENSIONS OF TIME**

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes, beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order by such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

**ARTICLE 9 PAYMENTS AND COMPLETION**

**§ 9.1 CONTRACT SUM**

The Contract Sum as stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

**§ 9.2 SCHEDULE OF VALUES**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 9.3 APPLICATIONS FOR PAYMENT**

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retamage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or

incumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

**§ 9.4 CERTIFICATES FOR PAYMENT**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examinations to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may modify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- 1 defective Work not remedied;
- 2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- 3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- 4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- 5 damage to the Owner or a separate contractor;
- 6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, or
- 7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.3** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

**§ 9.6 PROGRESS PAYMENTS**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work, not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

#### § 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

#### § 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.3 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.3. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.3 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:  
1. Items, Claims, security interests or encumbrances arising out of the Contract and unsettled;  
2. Failure of the Work to comply with the requirements of the Contract Documents; or  
3. Terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

#### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

##### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

##### § 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.1E.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.3 HAZARDOUS MATERIALS**

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

**§ 10.4 EMERGENCIES**

In an emergency affecting safety of persons or property, the Contractor shall act, in the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

**ARTICLE 11 INSURANCE AND BONDS**

**§ 11.1 CONTRACTOR'S LIABILITY INSURANCE**

§ 11.1.1 The Contractor shall purchase from and maintain a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages covered by usual personal injury liability coverage;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. Claims for bodily injury or property damage arising out of completed operations; and
8. Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations, and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

**§ 11.2 OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.



property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.3 for damages caused by fire or other causes of loss covered by that separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

**§ 11.3.7 WAIVERS OF SUBROGATION**

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have in proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers such in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power, if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrator.

**§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall cause a copy to be furnished.

**ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

**§ 12.1 UNCOVERING OF WORK**

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

**§ 12.2 CORRECTION OF WORK**

**§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

**§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time after such period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.A.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's construction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.



such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be issued by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

#### § 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

#### § 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

### ARTICLE 14. TERMINATION OR SUSPENSION OF THE CONTRACT

#### § 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency that requires all Work to be stopped;
3. Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
4. The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and receive from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and receive from the Owner as provided in Section 14.1.3.

**§ 14.2 TERMINATION BY THE OWNER FOR CAUSE**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- 1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- 3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- 4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- 1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- 2 Accept assignment of subcontracts pursuant to Section 5.4; and
- 3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

**§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- 1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- 2 that an equitable adjustment is made or denied under another provision of the Contract.

**§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- 1 cease operations as directed by the Owner in the notice;
- 2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- 3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**ARTICLE 15 CLAIMS AND DISPUTES**

**§ 15.1 CLAIMS**

**§ 15.1.1 DEFINITION**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

**§ 15.1.2 NOTICE OF CLAIMS**

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3 CONTINUING CONTRACT PERFORMANCE**

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

**§ 15.1.4 CLAIMS FOR ADDITIONAL COST**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

**§ 15.1.5 CLAIMS FOR ADDITIONAL TIME**

If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

**§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's retention in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

**§ 15.2 INITIAL DECISION**

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.



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

**§ 15.4 ARBITRATION**

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is requested to be demanded.

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

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

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

**§ 15.4.4 CONSOLIDATION OR JOINDER**

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

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

THE PICKLR

SOMDAL ASSOCIATES

SECTION 00 0101  
PROJECT TITLE PAGE

PROJECT MANUAL  
FOR  
THE PICKLR  
ARCHITECT'S PROJECT NUMBER: 2461  
PROJECT LOCATION: BOSSIER CITY, LOUISIANA BOARDWALK  
DATE: 02/06/2025  
PREPARED BY:  
SOMDAL ASSOCIATES LLC  
5925 LINE AVE.  
SUITE 3  
SHREVEPORT, LA 71106

END OF SECTION

THE PICKLR  
SA #2461

00 0101 - 1

Project Title Page

Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.09 CONTRACT TIME

- A. If this Bid is accepted, we will
- B. Complete the Work in \_\_\_\_\_ calendar weeks from Notice to Proceed.
- C. Complete the Work in \_\_\_\_\_ calendar weeks from Notice to Proceed.  
(Bidder to enter number of weeks.)

1.10 UNIT PRICES

- A. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE - ITEM VALUE
- B. \_\_\_\_\_ - \_\_\_\_\_ - \$ \_\_\_\_\_
- C. \_\_\_\_\_ - \_\_\_\_\_ - \$ \_\_\_\_\_

1.11 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
  - 1. \_\_\_\_\_ percent overhead and profit on the net cost of our own Work.
  - 2. \_\_\_\_\_ percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus \_\_\_\_\_ of the overhead and profit percentage noted above.

1.12 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
  - 1. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_
  - 2. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

1.13 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B. \_\_\_\_\_
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. \_\_\_\_\_
- F. (Authorized signing officer, Title)
- G. (Seal)
- H. \_\_\_\_\_
- I. (Authorized signing officer, Title)

1.14 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

THE PICKLR

SOMDAL ASSOCIATES

SECTION 00 4323  
ALTERNATES FORM

PARTICULARS

1.01 THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) \_\_\_\_\_

1.03 TO (OWNER): THE PICKLR

1.04 DATED \_\_\_\_\_ AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

ALTERNATES LIST

ALTERNATE # 1: ADD / (DEDUCT) \$ \_\_\_\_\_

END OF SECTION

THE PICKLR  
SA #2461

00 4323 - 1

Alternates Form

# AIA® Document A201™ – 2007

## General Conditions of the Contract for Construction

for the following PROJECT:  
(Name and location or address)

THE OWNER:  
(Name, legal status and address)

THE ARCHITECT:  
(Name, legal status and address)

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- 1 GENERAL PROVISIONS
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- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

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

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**ARTICLE 1 GENERAL PROVISIONS**

**§ 1.1 BASIC DEFINITIONS**

**§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

**§ 1.1.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

**§ 1.1.3 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

**§ 1.1.4 THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

**§ 1.1.5 THE DRAWINGS**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

**§ 1.1.6 THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

**§ 1.1.7 INSTRUMENTS OF SERVICE**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

**§ 1.1.8 INITIAL DECISION MAKER**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 13.2 and certify termination of the Agreement under Section 14.2.2.

**§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

#### § 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

#### § 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

#### § 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution in meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication or derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

#### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

### ARTICLE 2 OWNER

#### § 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

#### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not unilaterally vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 1.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### § 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person in equity, except to the extent required by Section 6.1.3.

#### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

### ARTICLE 3 CONTRACTOR

#### § 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

**§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents, however, the Contractor shall promptly report in the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

**§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

**§ 3.4 LABOR AND MATERIALS**

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.12.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.3 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.13 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

**§ 3.5 WARRANTY**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.6 TAXES**

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

**§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS**

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as the other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) unknown or otherwise unexcused physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the location of such remains or features may be made as provided in Article 15.

**§ 3.8 ALLOWANCES**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents:

1. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts.
2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances, and
3. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

**§ 3.9 SUPERINTENDENT**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

**§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 3.10.2** The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedule(s) submitted to the Owner and Architect.

**§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

SECTION 10 2113.17  
PHENOLIC TOILET COMPARTMENTS - ASI

**PART 1 GENERAL**

REFERENCE PICKLR DESIGN GUIDE BOOKLET

**PART 2 PRODUCTS****3.01 MANUFACTURERS****3.02 PHENOLIC TOILET COMPARTMENTS**

- A. Toilet Compartments: Black core phenolic.
  - 1. Standard-58, floor-anchored, overhead-braced mounting.
- B. Urinal Screens: Black core phenolic, wall hung.
- C. Design Criteria:
  - 1. Accessibility: Design compartments indicated on drawings to comply with ICC A117.1 and ADA Standards.
  - 2. Black Core Phenolic Surface Burning Characteristics: Provide assemblies with flame spread index of 75 or less and smoke developed index of 450 or less, Class B, when tested in accordance with ASTM E84.
- D. Fabrication:
  - 1. Fabricate toilet compartment components to sizes indicated.
  - 2. Coordinate requirements and provide cutouts for through-partition toilet accessories and solid blocking within panel where required for attachment of toilet accessories.
  - 3. Provide shoes and caps at pilasters and posts to conceal anchorage, supports, and leveling mechanisms.
  - 4. Provide manufacturer's standard corrosion-resistant supports, leveling mechanisms, anchors, and anchoring assemblies for pilasters and posts.

**3.03 COMPONENTS**

- A. Doors, Panels, and Pilasters: Phenolic-resin impregnated, wood-based product core with melamine-impregnated decorative surface papers and transparent, protective topcoat, NEMA LD 3 Compact Laminate.
  - 1. Finish: Matte.
  - 2. Black Core Phenolic Color: As selected from manufacturer's color card.
- B. Standard Door and Panel Dimensions:
  - 1. Door Thickness: 3/4 inch.

**3.04 MATERIALS**

- A. Aluminum Extrusions: ASTM B221 (ASTM B221M).
- B. Phenolic Panels: Monolithic core of phenolic resin, reinforced with cellulose fibers, manufactured under high pressure and at high temperatures, with melamine-impregnated decorative surface papers; NEMA LD 3, Compact Laminate.

**3.05 HARDWARE AND ACCESSORIES****3.06 REFERENCE PICKLR DESIGN GUIDE BOOKLET**

- A. Brackets:
- B. Attachments, Screws, and Bolts: Stainless steel, tamper-resistant type.

**PART 3 EXECUTION****4.01 INSTALLATION**

- A. Install partitions secure, rigid, plumb, and level in accordance with manufacturer's written instructions.

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- B. Attach panel brackets securely to walls using anchor devices.
- C. Attach panels and pilasters to brackets. Locate head rail joints at pilaster centerlines.
- D. Field touch-up of scratches or damaged finish not permitted. Replace damaged or scratched materials with new materials.

**4.02 ADJUSTING**

- A. Adjust and align hardware to uniform clearance at vertical edge of doors, not exceeding 3/16 inch.
- B. Adjust adjacent components for consistency of line or plane.

**END OF SECTION**

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10 2113.17 - 2

Phenolic Toilet Compartments -  
ASJ

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SECTION 10 2213  
WIRE MESH PARTITIONS

ALL COURT FENCING PROVIDED BY OWNER AND INSTALLED BY VENDOR

PART 1 GENERAL

PART 2 PRODUCTS

FENCING AT COURTS

REFERENCE PICKLR DESIGN GUIDE BOOKLET

5.01 WIRE MESH PARTITIONS

- A. Wire Mesh Partitions: Factory-fabricated modular assemblies of panels, doors, anchors, hardware, and accessories as required to provide a complete system.

5.02 COMPONENTS

5.03 REFERENCE PICKLR DESIGN GUIDE BOOKLET SP5 PAGE 6

5.04 FASTENERS

- A. Bolts, Nuts and Washers: STAINLESS STEEL.

PART 3 EXECUTION

6.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install items plumb and level, accurately fitted, free from distortion or defects.

END OF SECTION

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SA #2461

10 2213 - 1

Wire Mesh Partitions

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SECTION 10 2800  
TOILET, BATH, AND LAUNDRY ACCESSORIES

PART 1 GENERAL

REFERENCE PICKLR DESIGN GUIDE BOOKLET

PART 2 PRODUCTS

3.01 MANUFACTURERS

3.02 FINISHES

3.03 REFERENCE PICKLR DESIGN GUIDE BOOKLET

3.04 COMMERCIAL TOILET ACCESSORIES

3.05 REFERENCE PICKLR DESIGN GUIDE BOOKLET

3.06 COMMERCIAL SHOWER AND BATH ACCESSORIES

3.07 REFERENCE PICKLR DESIGN GUIDE BOOKLET

3.08 UNDER-LAVATORY PIPE AND SUPPLY COVERS

A. Specified in 22 4000 - Plumbing Fixtures.

3.09 ELECTRIC HAND/HAIR DRYERS

3.10 REFERENCE PICKLR DESIGN GUIDE BOOKLET

3.11 DIAPER CHANGING STATIONS

3.12 REFERENCE PICKLR DESIGN GUIDE BOOKLET

3.13 UTILITY ROOM ACCESSORIES

3.14 REFERENCE PICKLR DESIGN GUIDE BOOKLET

PART 3 EXECUTION

4.01 INSTALLATION

A. Install accessories in accordance with manufacturers' instructions in locations indicated on drawings.

B. Install plumb and level, securely and rigidly anchored to substrate.

C. Mounting Heights: As required by accessibility regulations, unless otherwise indicated.

END OF SECTION

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SECTION 11 4000  
FOODSERVICE EQUIPMENT

PART 1 GENERAL

REFERENCE PICKLR DESIGN GUIDE BOOKLET

PART 2 PRODUCTS

3.01 EQUIPMENT

3.02 MATERIALS

- A. Stainless Steel Sheet: ASTM A666 Type 304 commercial grade, No. 4 finish.

PART 3 EXECUTION

4.01 INSTALLATION

- A. Install items in accordance with manufacturers' instructions.

4.02 FOODSERVICE EQUIPMENT SCHEDULE

4.03

END OF SECTION

THE PICKLR  
SA #2461

11 4000 - 1

Foodservice Equipment

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**SECTION 12 2400  
WINDOW SHADES****PART 1 GENERAL****REQUIRED AT ALL EXTERIOR WINDOWS****2.01 SUBMITTALS**

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets, including materials, finishes, fabrication details, dimensions, profiles, mounting requirements, and accessories.
- B. Selection Samples: Include fabric samples in full range of available colors and patterns.

**2.02 WARRANTY**

- A. Provide manufacturer's warranty from Date of Substantial Completion, covering the following:
  - 1. Shade Hardware: One year.
  - 2. Fabric: One year.

**PART 2 PRODUCTS****3.01 ROLLER SHADES**

- A. General:
  - 1. Provide shade system components that are easy to remove or adjust without removal of mounted shade brackets.
  - 2. Provide shade system that operates smoothly when shades are raised or lowered.
- B. Roller Shades:
  - 1. Description - Interior Roller Shades: Single roller, manually operated fabric window shade system complete with mounting brackets, roller tubes, hembars, hardware, and accessories.
    - a. Mounting: Window jamb mounted - inside, between jambs.
  - 2. Brackets and Mounting Hardware: As recommended by manufacturer for mounting indicated and to accommodate shade fabric roll-up size and weight.
  - 3. Roller Tubes: As required for type of shade operation.
    - a. Material: Extruded aluminum, baked enamel; color from manufacturer's standards.
  - 4. Hembars: Designed to maintain bottom of shade straight and flat.
  - 5. Manual Operation for Interior Shades:
    - a. Clutch Operator: Manufacturer's standard material and design, permanently lubricated.
    - b. Drive Chain: Continuous loop, beaded ball chain with restraining device, 95 lb minimum breaking strength, comply with WCMA A100.1. Provide upper and lower limit stops.

**3.02 SHADE FABRIC**

- A. Fabric: Nonflammable, color-fast, impervious to heat and moisture, and able to retain its shape under normal operation.
  - 1. Material: 100 percent polyester.
  - 2. Openness Factor: 50.
  - 3. Fabrication.

**PART 3 EXECUTION****4.01 INSTALLATION**

- A. Install in accordance with manufacturer's instructions and approved shop drawings, using mounting devices as indicated.

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- B. Adjust level, projection, and shade centering from mounting bracket. Verify there is no telescoping of shade fabric. Ensure smooth shade operation.

**END OF SECTION**

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SA #2461

12 2400 - 2

Window Shades

SECTION 12 3200  
MANUFACTURED WOOD CASEWORK

## PART 1 GENERAL

## REFERENCE PICKLR DESIGN GUIDE BOOKLET

## 2.01 SUBMITTALS

- A. Shop Drawings: Indicate casework types, sizes, and locations, using large scale plans, elevations, and cross sections. Include rough-in and anchors and reinforcements, placement dimensions and tolerances, clearances required, and keying information.

## PART 2 PRODUCTS

## REFERENCE PICKLR DESIGN GUIDE BOOKLET

## 4.01 CASEWORK, GENERAL

- A. Quality Standard: AW/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
- B. Wood Veneer Faced Cabinets: Custom Grade.
- C. Plastic Laminate Faced Cabinets: Custom Grade.

## 4.02 FABRICATION

- A. Assembly: Shop assemble casework items for delivery to site in units easily handled and to permit passage through building openings.
- B. Construction: As required for selected grade.
- C. Edging: Fit shelves, doors, and exposed edges with specified edging. Do not use more than one piece for any single length.

## 4.03 WOOD-VENEER-FACED CASEWORK

- A. Wood-Veneer-Faced Casework: Solid wood and wood panel construction; each unit self-contained and not dependent on adjacent units or building structure for rigidity; in sizes necessary to avoid field cutting except for scribes and filler panels. Include adjustable levelers for base cabinets.
  - 1. Style: Flush overlay. Ease doors and drawer fronts slightly at edges.
  - 2. Cabinet Nominal Dimensions: Unless otherwise indicated, provide cabinets of widths and heights indicated on drawings, and with following front-to-back dimensions:
  - 3. Finishes:
    - a. Exposed Exterior Surfaces: HPVA HP-1 Grade A, Ash, plain sliced, random-matched.
    - b. Semi-Exposed Surfaces: HPVA HP-1 Grade B, Ash, plain sliced, random-matched.
    - c. Concealed Surfaces: Manufacturer's option.

## 4.04 PLASTIC-LAMINATE-CLAD CASEWORK

## 4.05 REFERENCE PICKLR DESIGN GUIDE BOOKLET

- A. Plastic-Laminate-Clad Casework: Solid wood and wood panel construction; each unit self-contained and not dependent on adjacent units or building structure for rigidity; in sizes necessary to avoid field cutting except for scribes and filler panels. Include adjustable levelers for base cabinets.
  - 1. Style: Flush overlay. Ease doors and drawer fronts slightly at edges.
  - 2. Cabinet Nominal Dimensions: Unless otherwise indicated, provide cabinets of widths and heights indicated on drawings, and with following front-to-back dimensions:
    - a. Base Cabinets: 22 inches.
    - b. Tall Cabinets: 22 inches.
    - c. Wall Cabinets: 16 inches.
  - 3. Plastic Laminate: Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline.

- a. Finish: Matte or suede, gloss rating of 5 to 20.

## 4.06 COUNTERTOPS

## 4.07 REFERENCE PICKLR DESIGN GUIDE BOOKLET

## 4.08 SPECIAL PURPOSE UNITS

## 4.09 REFERENCE PICKLR DESIGN GUIDE BOOKLET

## 4.10 CABINET HARDWARE

## 4.11 REFERENCE PICKLR DESIGN GUIDE BOOKLET

## 4.12 MATERIALS

## A. Wood-Based Materials:

- 1. Solid Wood: Air-dried to 4.5 percent moisture content, then tempered to 6 percent moisture content before use.

## 4.13 ACCESSORIES

## 4.14 REFERENCE PICKLR DESIGN GUIDE BOOKLET

## PART 3 EXECUTION

## 5.01 PREPARATION

- A. Large Components: Ensure that large components can be moved into final position without damage to other construction.

## 5.02 EXAMINATION

## A. Site Verification of Environmental Conditions:

- 1. Do not deliver casework until the following conditions have been met:
  - a. Building has been enclosed (windows and doors sealed and weather-tight).
  - b. An operational HVAC system that maintains temperature and humidity at occupancy levels has been put in place.
  - c. Ceiling, overhead ductwork, piping, and lighting have been installed.
  - d. Installation areas do not require further "wet work" construction.

## 5.03 INSTALLATION

- A. Perform installation in accordance with manufacturer's instructions.
- B. Use anchoring devices to suit conditions and substrate materials encountered. Use concealed fasteners to the greatest degree possible. Use exposed fasteners only where allowed by approved shop drawings, or where concealed fasteners are impracticable.
- C. Set casework items plumb and square, securely anchored to building structure.
- D. Align cabinets to adjoining components, install filler and/or scribe panels where necessary to close gaps.
- E. Fasten together cabinets in continuous runs, with joints flush, uniform and tight. Misalignment of adjacent units not to exceed 1/16 inch. In addition, do not exceed the following tolerances:
  - 1. Variation of Tops of Base Cabinets from Level: 1/16 inch in 10 feet.
  - 2. Variation of Faces of Cabinets from a True Plane: 1/8 inch in 10 feet.
  - 3. Variation of Adjacent Surfaces from a True Plane (Lippage): 1/32 inch.
  - 4. Variation in Alignment of Adjacent Door and Drawer Edges: 1/16 inch.
- F. Base Cabinets: Fasten cabinets to service space framing and/or wall substrates, with fasteners spaced not more than 16 inches on center. Bolt adjacent cabinets together with joints flush, tight, and uniform.
- G. Install hardware uniformly and precisely.
- H. Countertops: Install countertops intended and furnished for field installation in one true plane, with ends abutting at hairline joints, and no raised edges.

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- L. Replace units that are damaged, including those that have damaged finishes.
- END OF SECTION

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SA #2461

12 3200 - 3

Manufactured Wood Casework

The Picklr at The Louisiana Boardwalk  
Buildings H & M

Somdal Associates Project No.  
2461 February 14, 2024

# PROJECT MANUAL



5925 Line Avenue, Suite Three  
Shreveport, Louisiana 71106  
Ph. 318-425-7721 | Fax 318-425-7676

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SECTION 00 4100  
BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. Owner

LOUISIANA BOARDWALK  
Bossier City, Louisiana Project Location ZIP

1.02 FOR:

A. Project: THE PICKLR  
B. ARCHITECTS Project Number: SA 2461  
Project Location Address 1  
Bossier City, Louisiana Project Location ZIP

1.03 DATE: \_\_\_\_\_ (BIDDER TO ENTER DATE)

1.04

1.05 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

1.06

A. Bidder's Full Name \_\_\_\_\_  
B.  
1. Address \_\_\_\_\_  
2.  
3. City, State, Zip \_\_\_\_\_

1.07 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by SOMDAL ASSOCIATES for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of.
- B.
- C. (\$ \_\_\_\_\_), in lawful money of the United States of America.
- D.
- E. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
- F. All applicable federal taxes are included and State of LOUISIANA taxes are included in the Bid Sum.
- G. All Cash and Contingency Allowances described in Section 01 2100 - Allowances are included in the Bid Sum.

1.08 ACCEPTANCE:

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
  - 1. Execute the Agreement within seven days of receipt of Notice of Award.
  - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
  - 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to

**3.14 THRESHOLDS**

- A. Thresholds: Comply with BHMA A156.21.
1. Provide threshold at interior doors for transition between two different floor types, and over building expansion joints, unless otherwise indicated.
  2. Provide threshold at each exterior door, unless otherwise indicated.
  3. Type: Flat surface.
  4. Material: Aluminum.
  5. Threshold Surface: Fluted horizontal grooves across full width.
  6. Field cut threshold to profile of frame and width of door sill for tight fit.

**3.15 WEATHERSTRIPPING AND GASKETING**

- A. Weatherstripping and Gasketing: Comply with BHMA A156.22.
1. Head and Jamb Type: Adjustable.
  2. Door Sweep Type: Encased in retainer.
  3. Material: Aluminum, with brush weatherstripping.
  4. Provide weatherstripping on each exterior door at head, jambs, and meeting stiles of door pairs, unless otherwise indicated.
  5. Provide door bottom sweep on each exterior door, unless otherwise indicated.

**3.16 SILENCERS**

- A. Silencers: Provide at equal locations on door frame to mute sound of door's impact upon closing.
1. Single Door: Provide three on strike jamb of frame.
  2. Pair of Doors: Provide two on head of frame, one for each door at latch side.
  3. Material: Rubber, gray color.

**3.17 FINISHES**

- A. Finishes: Provide door hardware of same finish, unless otherwise indicated.
1. Primary Finish: US19 Matt Black, BHMA A156.18.
  2. Exceptions:
    - a. Where base material metal is specified to be different, provide finish that is an equivalent appearance in accordance with BHMA A156.18.
    - b. Hinges for Fire-Rated Doors: Steel base material with painted finish, in compliance with NFPA 80.
    - c. Aluminum Surface Trim and Gasket Housings: Anodized to match door panel finish, not other hardware, unless otherwise indicated.
    - d. Hardware for Aluminum Entrance Doors: Finished to match door panel finish, except at hand contact surfaces provide stainless steel with satin finish, unless otherwise indicated.

**PART 3 EXECUTION****4.01 INSTALLATION**

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Install hardware on fire-rated doors and frames in accordance with applicable codes and NFPA 80.
- C. Install hardware for smoke and draft control doors in accordance with NFPA 105.
- D. Use templates provided by hardware item manufacturer.
- E. Do not install surface mounted items until application of finishes to substrate are fully completed.

**4.02 ADJUSTING**

- A. Adjust hardware for smooth operation.

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- B. Door closers to be adjusted to no more than 5 lbs of pull
- END OF SECTION

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SA #2461

08 7100 - 5

Door Hardware

SECTION 09 0561  
COMMON WORK RESULTS FOR FLOORING PREPARATION

## PART 1 GENERAL

## REFERENCE PICKLR DESIGN GUIDE BOOKLET

## 2.01 PRICE AND PAYMENT PROCEDURES

- A. Alternate for Alternate Flooring Adhesive: Do not include the cost of the alternate adhesive in the base bid; state on the bid form the total additional cost for the alternate adhesive, installed, in the event such remediation is required.
- B. Unit Price for Remedial Floor Coating or Sheet Membrane: Do not include the cost of the floor coating or underlayment in the base bid; state on the bid form the unit price per square foot for the floor coating or underlayment, installed, in the event such remediation is required.

## 2.02 SUBMITTALS

- A. Floor Covering and Adhesive Manufacturers' Product Literature: For each specific combination of substrate, floor covering, and adhesive to be used, showing:
- B. Remedial Materials Product Data: Manufacturer's published data on each product to be used for remediation.
- C. Testing Agency's Report:
  - 1. Moisture and alkalinity (pH) test reports.
  - 2. Recommendations for remediation of unsatisfactory surfaces.
- D. Adhesive Bond and Compatibility Test Report.

## 2.03 QUALITY ASSURANCE

- A. Moisture and alkalinity (pH) testing will be performed by an independent testing agency employed and paid by Owner.
- B. Contractor may perform adhesive and bond test with Contractor's own personnel or hire a testing agency.

## PART 2 PRODUCTS

## PART 3 EXECUTION

## 4.01 CONCRETE SLAB PREPARATION

- A. Perform following operations in the order indicated:
  - 1. Existing concrete slabs (on-grade and elevated) with existing floor coverings:
    - a. Visual observation of existing floor covering, for adhesion, water damage, alkaline deposits, and other defects.
    - b. Removal of existing floor covering.
  - 2. Existing concrete slabs with coatings or penetrating sealers/hardeners/dustproofers:
    - a. Remove existing coatings and curing agents from surface according to recommendations of remedial coating manufacturer.
    - b. Prepare surface according to recommendations of remedial coating manufacturer and according to ASTM D4259.
  - 3. Preliminary cleaning.
  - 4. Moisture vapor emission tests; 3 tests in the first 1000 square feet and one test in each additional 1000 square feet, unless otherwise indicated or required by flooring manufacturer.
  - 5. Internal relative humidity tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
  - 6. Alkalinity (pH) tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
  - 7. Specified remediation, if required.

- 8. Patching, smoothing, and leveling, as required.
- 9. Other preparation specified.
- 10. Adhesive bond and compatibility test.
- 11. Protection.

**4.02 MOISTURE VAPOR EMISSION TESTING**

- A. Test in accordance with ASTM F1669 and as follows.
- B. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if test values exceed 3 pounds per 1000 square feet per 24 hours.

**4.03 ALKALINITY TESTING**

- A. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if alkalinity (pH) test value is over 10.

**4.04 ADHESIVE BOND AND COMPATIBILITY TESTING**

- A. Comply with requirements and recommendations of floor covering manufacturer.

**END OF SECTION**

SECTION 09 2116  
GYPSUM BOARD ASSEMBLIES

## PART 1 GENERAL

## REFERENCE PICKLR DESIGN GUIDE BOOKLET

## 2.01 SUBMITTALS

- A. Product Data:
  - 1. Provide data on metal framing, gypsum board, accessories, and joint finishing system.
- B. Samples: Submit two samples of gypsum board finished with proposed texture application, 12 by 12 inches in size, indicating finish color and texture.

## PART 2 PRODUCTS

## 3.01 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
- B. Fire-Resistance-Rated Assemblies: Provide completed assemblies with the following characteristics:

## 3.02 METAL FRAMING MATERIALS

- A. Material and Product Requirements Criteria: AISI S201.
- B. Steel Sheet: ASTM A1003/A1003M, subject to the ductility limitations indicated in AISI S220 or equivalent.
  - 1. Structural Grade: As required to meet design criteria.
- C. Nonstructural Framing System Components: AISI S220; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/120 at 5 psf.
  - 1. Studs: C-shaped with knurled or embossed faces.
  - 2. Runners: U shaped, sized to match studs.
  - 3. Ceiling Channels: C-shaped.
  - 4. Furring Members: Hat-shaped sections, minimum depth of 7/8 inch.
- D. Partition Head To Structure Connections: Provide track fastened to structure with legs of sufficient length to accommodate deflection, for friction fit of studs cut short and fastened as indicated on drawings.

## 3.03 BOARD MATERIALS

- A. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1395/C1396M, sizes to minimize joints in place; ends square cut.
  - 1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
  - 2. Thickness:
    - a. Vertical Surfaces: 5/8 inch.
    - b. Ceilings: 1/2 inch.
    - c. Multi-Layer Assemblies: Thicknesses as indicated on drawings.
- B. Abuse Resistant Wallboard:
  - 1. Application: High-traffic areas indicated.
  - 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
  - 3. Type: Fire-resistance-rated Type X, UL or WH listed.
  - 4. Thickness: 5/8 inch.
  - 5. Edges: Tapered.
- C. Backing Board For Wet Areas: One of the following products:
  - 1. Application: Surfaces behind tile in wet areas, including manufactured housing, tub and shower surrounds, and shower ceilings.
  - 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.

3. ANSI Cement-Based Board: Non-gypsum-based; aggregated Portland cement panels with glass fiber mesh embedded in front and back surfaces complying with ANSI A118.9 or ASTM C1325.
4. Refer to product data sheet and Installation Guide for additional product characteristics, installation locations, and limitations.
- D. Backing Board For Non-Wet Areas: Water-resistant gypsum backing board as defined in ASTM C1396/C1396M; sizes to minimum joints in place; ends square cut.
  1. Application: Vertical surfaces behind thinset tile, except in wet areas.
  2. Type X Thickness: 5/8 inch.
  3. Edges: Tapered.
- E. Ceiling Board: Special sag resistant gypsum ceiling board as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
  1. Application: Ceilings, unless otherwise indicated.
  2. Thickness: 1/2 inch.
  3. Edges: Tapered.

#### 3.04 GYPSUM BOARD ACCESSORIES

- A. Acoustic Insulation: ASTM C665; preformed mineral fiber, friction fit type, unfaired, thickness 2 inches.
- B. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.
- C. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.

#### PART 3 EXECUTION

##### 4.01 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C1007/AISI S220 and manufacturer's instructions.

##### 4.02 ACOUSTIC ACCESSORIES INSTALLATION

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.

##### 4.03 BOARD INSTALLATION

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Fire-Resistance-Rated Construction: Install gypsum board in strict compliance with requirements of assembly listing.
- C. Cementitious Backing Board: Install over steel framing members and plywood substrate where indicated, in accordance with ANSI A108.11 and manufacturer's instructions.

##### 4.04 JOINT TREATMENT

- A. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
  1. Level 5: Walls and ceilings to receive semi-gloss or gloss paint finish and other areas specifically indicated.
  2. Level 2: In utility areas, behind cabinetry, and on backing board to receive tile finish.
  3. Level 1: Fire-resistance-rated wall areas above finished ceilings, whether or not accessible in the completed construction.

END OF SECTION

SECTION 09 3000  
TILING

## PART 1 GENERAL

## REFERENCE PICKLR DESIGN GUIDE BOOKLET

## 2.01 SUBMITTALS

- A. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, and accessories. Include instructions for using grouts and adhesives.

## 2.02 FIELD CONDITIONS

- A. Do not install solvent-based products in an unventilated environment.
- B. Maintain ambient and substrate temperature above 50 degrees F and below 100 degrees F during installation and curing of setting materials.

## PART 2 PRODUCTS

## 3.01 TILE

## 3.02 REFERENCE PICKLR DESIGN GUIDE BOOKLET

## 3.03 SETTING MATERIALS

- A. Provide setting and grout materials from same manufacturer.
- B. Latex-Portland Cement Mortar Bond Coat: ANSI A118.4.
- C. Mortar Bed Materials: Pre-packaged mix of Portland cement, sand, latex additive, and water.

## 3.04 GROUTS

- A. Provide setting and grout materials from same manufacturer.
- B. High Performance Polymer Modified Grout: ANSI A118.7 polymer modified cement grout.
  1. Applications: Use this type of grout where indicated and where no other type of grout is indicated.
  2. Use sanded grout for joints 1/8 inch wide and larger; use unsanded grout for joints less than 1/8 inch wide.

## 3.05 ACCESSORY MATERIALS

- A. Concrete Floor Slab Crack Isolation Membrane: Material complying with ANSI A118.12; not intended as waterproofing.
  1. Crack Resistance: No failure at 1/8 inch gap, minimum.
- B. Backer Board: Cementitious type complying with ANSI A118.9; high density, glass fiber reinforced, 7/16 inch thick; 2 inch wide coated glass fiber tape for joints and corners.

## PART 3 EXECUTION

## 4.01 INSTALLATION - GENERAL

- A. Install tile, thresholds, and stair treads and grout in accordance with applicable requirements of ANSI A108.1a through ANSI A108.20, manufacturer's instructions, and TCNA (HB) or TCNA (HB-GP) recommendations, as applicable.
- B. Lay tile to pattern indicated. Do not interrupt tile pattern through openings.

## 4.02 INSTALLATION - FLOORS - THIN-SET METHODS

- A. Over interior concrete substrates, install in accordance with TCNA (HB) Method F113, dry-set or latex-Portland cement bond coat, with standard grout.

## 4.03 INSTALLATION - SHOWERS AND BATHTUB WALLS

- A. At tiled shower receptors install in accordance with TCNA (HB) Method B415, mortar bed floor, and W244, thin-set over cementitious backer unit walls.

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- B. At bathtub walls install in accordance with TCNA (HB) Method B412, over cementitious backer units with waterproofing membrane.
- C. Grout with premixed polymer-modified grout.

**4.04 INSTALLATION - WALL TILE**

- A. Over cementitious backer units install in accordance with TCNA (HB) Method W223, organic adhesive.
- B. Over gypsum wallboard on wood or metal studs install in accordance with TCNA (HB) Method W243, then-set with dry-set or latex-Portland cement bond coat, unless otherwise indicated.

**END OF SECTION**

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SA #2461

09 3000 - 2

Tiling

**SECTION 09 5100  
ACOUSTICAL CEILINGS**

**PART 1 GENERAL****1.01 SUBMITTALS**

- A. Product Data: Provide data on suspension system components and acoustical units.

**1.02 QUALITY ASSURANCE****1.03 FIELD CONDITIONS**

- A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

**PART 2 PRODUCTS****2.01 PERFORMANCE REQUIREMENTS**

- A. Fire-Resistance Rating: Determined in accordance with test procedures in ASTM E119 and complying with the following.

**2.02 ACOUSTICAL UNITS**

- A. Acoustical Units - General: ASTM E1264, Class A.
- B. Acoustical Panels: Painted mineral fiber, with the following characteristics:
  1. Classification: ASTM E1264 Type III.
  2. Size: 24 by 24 inches.
  3. Thickness: 3/4 inch.
  4. Panel Edge: Square.
  5. Tile Edge: Square.
    - a. Joint: Kerfed and rabbeted.
  6. Color: White.
  7. Suspension System: Exposed grid.

**2.03 SUSPENSION SYSTEM(S)**

- A. Metal Suspension Systems - General: Complying with ASTM C635/C635M, die cut and interlocking components, with perimeter moldings, hold down clips, stabilizer bars, clips, and splices as required.
  1. Materials:
    - a. Steel Grid: ASTM A653/A653M, G30 coating, unless otherwise indicated.

**2.04 ACCESSORIES**

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.
- B. Hanger Wire: 12 gauge, 0.08 inch galvanized steel wire.
- C. Perimeter Moldings: Same metal and finish as grid.
- D. Gypsum Board: Fire rated type; 5/8 inch thick, ends and edges square, paper faced.

**PART 3 EXECUTION****3.01 PREPARATION**

- A. Install after major above-ceiling work is complete.
- B. Coordinate the location of hangers with other work.

**3.02 INSTALLATION - SUSPENSION SYSTEM**

- A. Install suspension system in accordance with ASTM C636/C636M, ASTM E580/E580M, and manufacturer's instructions and as supplemented in this section.
- B. Install light fixture boxes constructed of gypsum board above light fixtures in accordance with fire rated assembly requirements and light fixture ventilation requirements.

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**3.03 INSTALLATION - ACOUSTICAL UNITS**

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.

END OF SECTION

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09 5100 - 2

Acoustical Ceilings

**SECTION 09 6500  
RESILIENT FLOORING**

**PART 1 GENERAL****REFERENCE PICKLR DESIGN GUIDE BOOKLET****3.01 SUBMITTALS**

- A. Product Data: Provide data on specified products, describing physical and performance characteristics, including sizes, patterns and colors available, and installation instructions.
- B. Shop Drawings: Indicate seaming plans and floor patterns.
- C. Selection Samples: Submit manufacturer's complete set of color samples for Architect's initial selection.

**3.02 QUALITY ASSURANCE****3.03 FIELD CONDITIONS****PART 2 PRODUCTS****4.01 SHEET FLOORING****4.02 REFERENCE PICKLR DESIGN GUIDE BOOKLET****4.03 TILE FLOORING****4.04 REFERENCE PICKLR DESIGN GUIDE BOOKLET****4.05 RESILIENT BASE****4.06 REFERENCE PICKLR DESIGN GUIDE BOOKLET**

- A. Resilient Base - Type \_\_\_\_; ASTM F1861, Type TS, rubber, vulcanized thermoset; style as scheduled.
  - 1. Height: 4 inches.
  - 2. Thickness: 0.125 inch.
  - 3. Finish: Satin.

**4.07 ACCESSORIES**

- A. Subfloor Filler: White premix latex; type recommended by adhesive material manufacturer.
- B. Primers, Adhesives, and Seam Sealer: Waterproof, types recommended by flooring manufacturer.
- C. Moldings, Transition and Edge Strips: Same material as flooring.

**PART 3 EXECUTION****5.01 INSTALLATION - GENERAL**

- A. Starting installation constitutes acceptance of subfloor conditions.
- B. Install in accordance with manufacturer's written instructions.

**5.02 INSTALLATION - SHEET FLOORING**

- A. Lay flooring with joints and seams parallel to longer room dimensions, to produce minimum number of seams. Lay out seams to avoid widths less than 1/3 of roll width; match patterns at seams.

**5.03 INSTALLATION - TILE FLOORING**

- A. Mix tile from container to ensure shade variations are consistent when tile is placed, unless otherwise indicated in manufacturer's installation instructions.

**5.04 INSTALLATION - RESILIENT BASE**

- A. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches between joints.

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END OF SECTION

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Resilient Flooring

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SECTION 09 8300  
ACOUSTIC FINISHES

PART 1 GENERAL

REFERENCE PICKLR DESIGN GUIDE BOOKLET

PART 2 PRODUCTS

REFERENCE PICKLR DESIGN GUIDE BOOKLET

PART 3 EXECUTION

5.01 EXAMINATION

- A. Do not begin application of acoustic finishes until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.

5.02 APPLICATION

- A. Apply in accordance with manufacturer's written instructions.
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- D. Reinstall surface appurtenances removed prior to finishing.

END OF SECTION

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09 8300 - 1

Acoustic Finishes

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SECTION 10 1419  
DIMENSIONAL LETTER SIGNAGE

PART 1 GENERAL

REFERENCE PICKLR DESIGN GUIDE BOOKLET

PART 2 PRODUCTS

3.01 REGULATORY REQUIREMENTS

- A. Accessibility Requirements: Comply with ADA Standards and ICC A117.1 and applicable building codes, unless otherwise indicated; in the event of conflicting requirements, comply with the most restrictive requirements.

3.02 DIMENSIONAL LETTERS

3.03 ACCESSORIES

- A. Concealed Screws: Noncorroding metal, stainless steel, galvanized steel, chrome plated, or other.

PART 3 EXECUTION

4.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install with horizontal edges level.
- C. Locate dimensional letter signs and mount at heights indicated on drawings and in accordance with ADA Standards and ICC A117.1.
- D. Protect from damage until mm-dd-yyyy, repair or replace damaged items.

END OF SECTION

SECTION 10 1423  
PANEL SIGNAGE

## PART 1 GENERAL

REFERENCE PICKLR DESIGN GUIDE BOOKLET

## PART 2 PRODUCTS

## 3.01 REGULATORY REQUIREMENTS

- A. Accessibility Requirements: Comply with ADA Standards and ICC A117.1 and applicable building codes, unless otherwise indicated, in the event of conflicting requirements, comply with the most restrictive requirements.

## 3.02 PANEL SIGNAGE

- A. Panel Signage Type \_\_\_\_\_
1. Application: Room and door signs.
  2. Description: Flat signs with engraved panel media, tactile characters.
  3. Sign Size: 4 inches by 6 inches.
  4. Total Thickness: 1/8 inch.
  5. Color and Font, unless otherwise indicated:
    - a. Character Font: Helvetica, Arial, or other sans serif font.
    - b. Character Case: Upper and lower case (title case).
    - c. Background Color: As scheduled.
    - d. Character Color: Contrasting color.
  6. Material: Laminated colored plastic engraved through face to expose core as background color.
  7. Profile: Flat panel in aluminum frame.
    - a. Frame Finish: Black anodized.
  8. Tactile Letters: Raised 1/32 inch minimum.
  9. Braille: Grade II, ADA-compliant.

## 3.03 SIGNAGE APPLICATIONS

- A. Room and Door Signs:
1. Office Doors: Identify with room names and numbers to be determined later, not those indicated on drawings; provide "window" section for replaceable occupant name.
  2. Conference and Meeting Rooms: Identify with room names and numbers to be determined later, not those indicated on drawings; provide "window" section with sliding "In Use/Vacant" indicator.
  3. Service Rooms: Identify with room names and numbers to be determined later, not those indicated on drawings.
  4. Rest Rooms: Identify with pictograms, the names "MEN" and "WOMEN", room numbers to be determined later, and braille.
- B. Interior Directional and Informational Panel Signs:
- C. Emergency Evacuation Map Panel Signs:
1. Allow for one map per elevator lobby.
  2. Map content to be provided by Owner.

## 3.04 ACCESSORIES

- A. Concealed Screws: Noncorroding metal; stainless steel, galvanized steel, chrome plated, or other.
- B. Exposed Screws: Chrome plated.
- C. Tape Adhesive: Double-sided tape, permanent adhesive.

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**PART 3 EXECUTION**

**4.01 INSTALLATION**

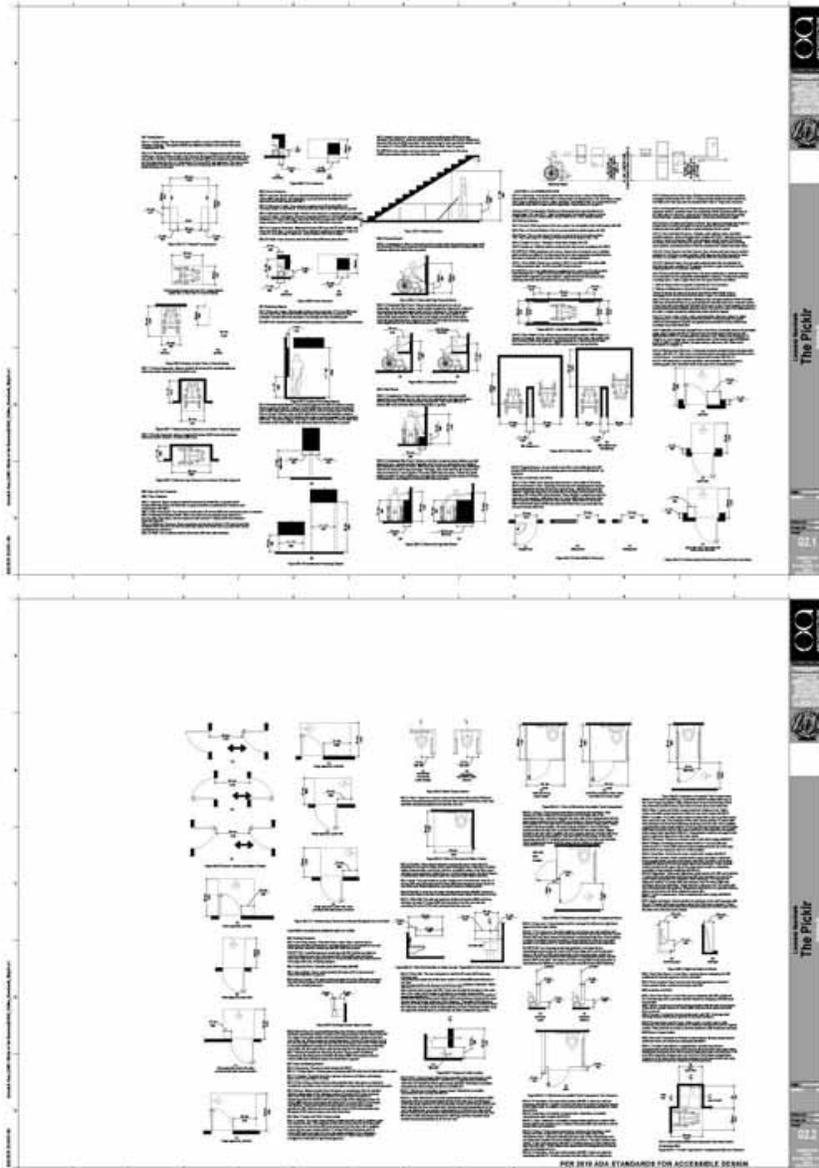
- A. Install in accordance with manufacturer's instructions.
- B. Install with horizontal edges level.

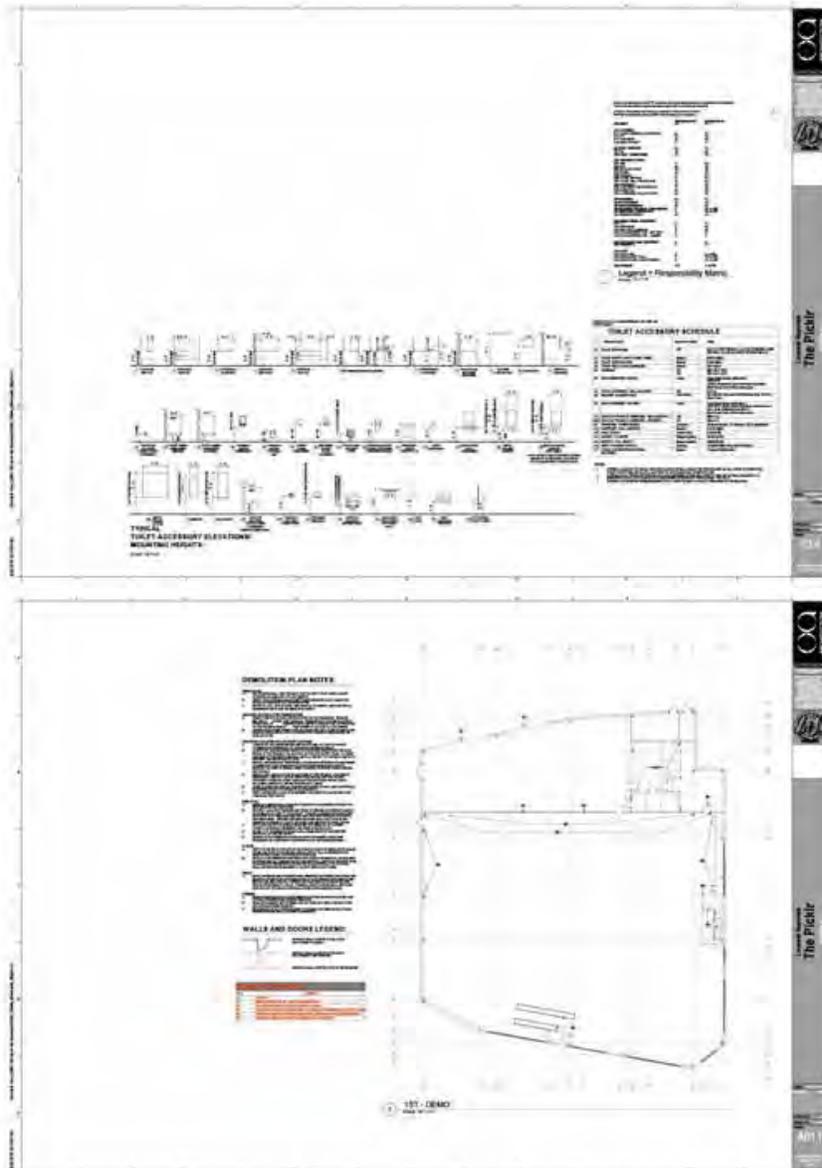
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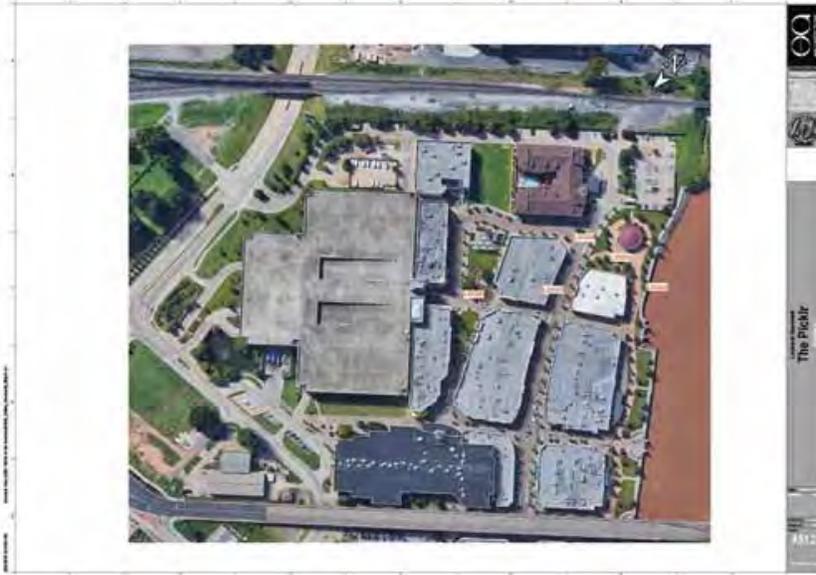
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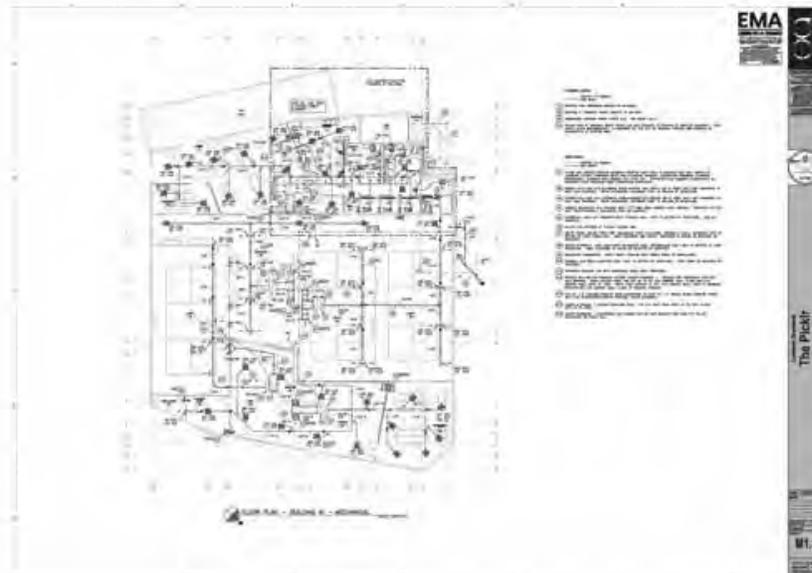
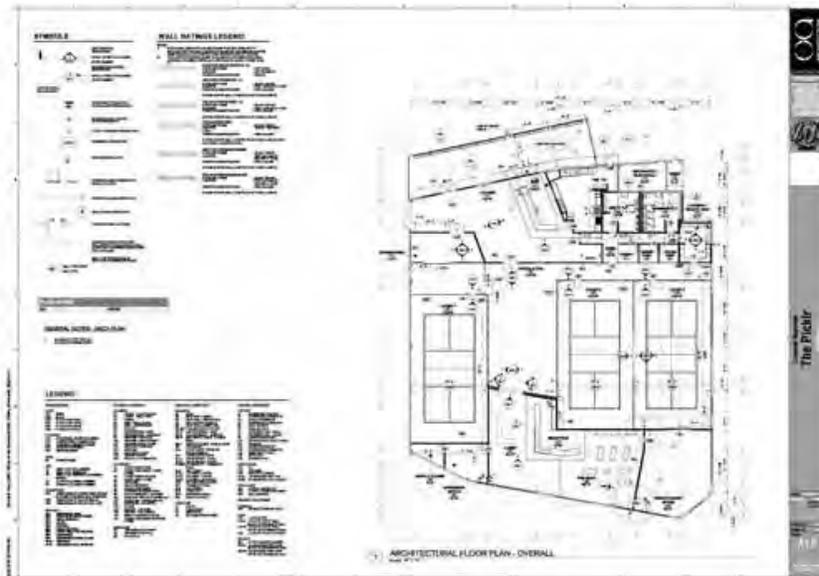
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Panel Signage

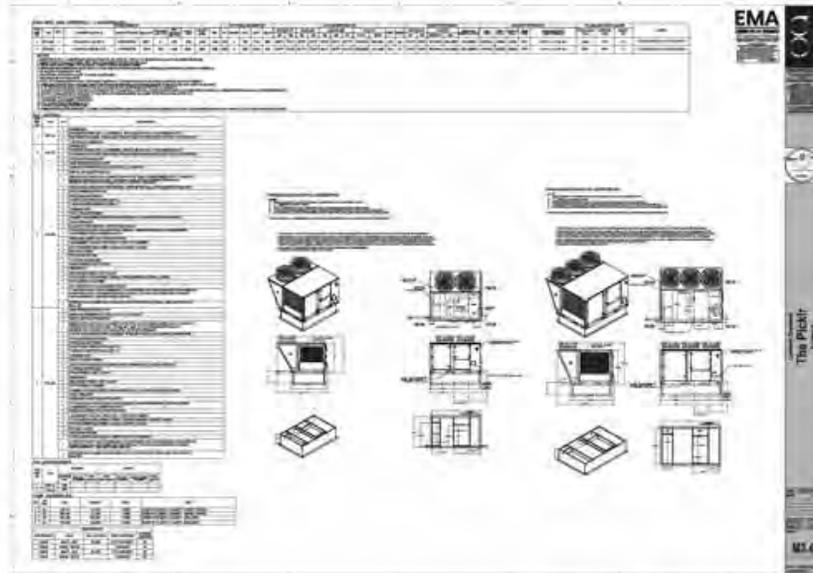
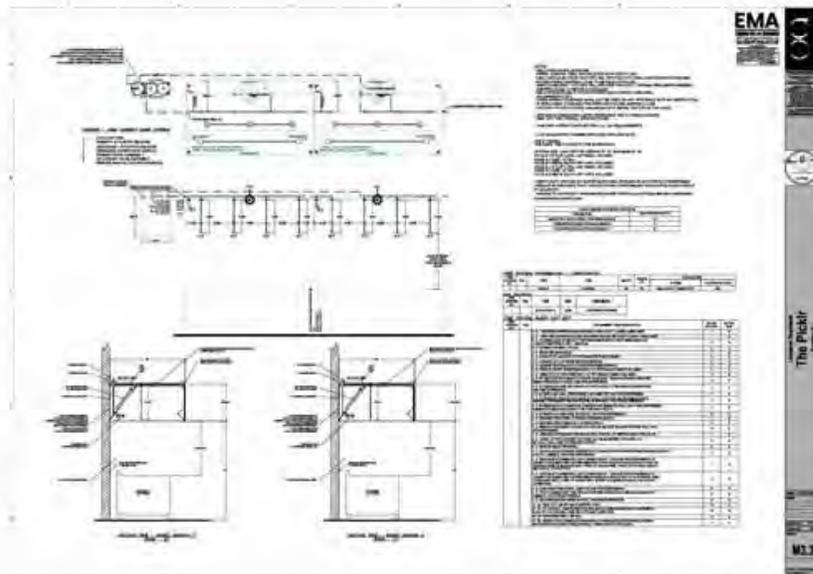


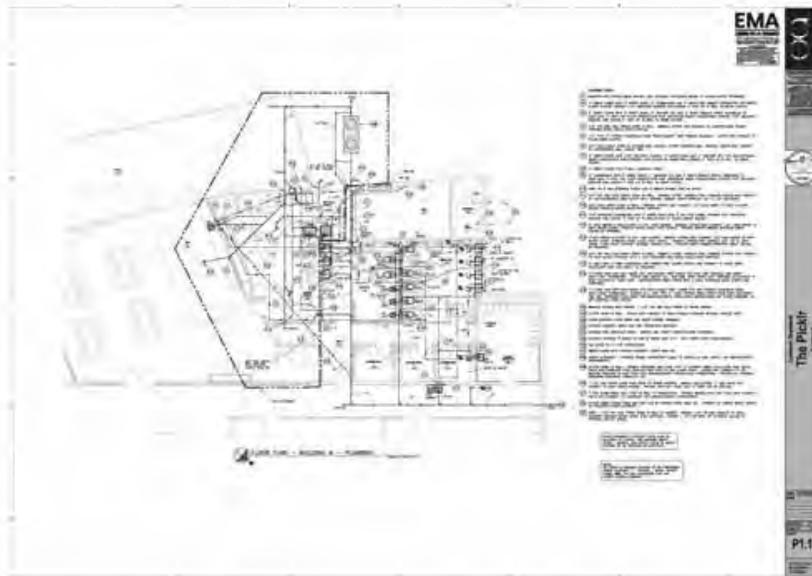






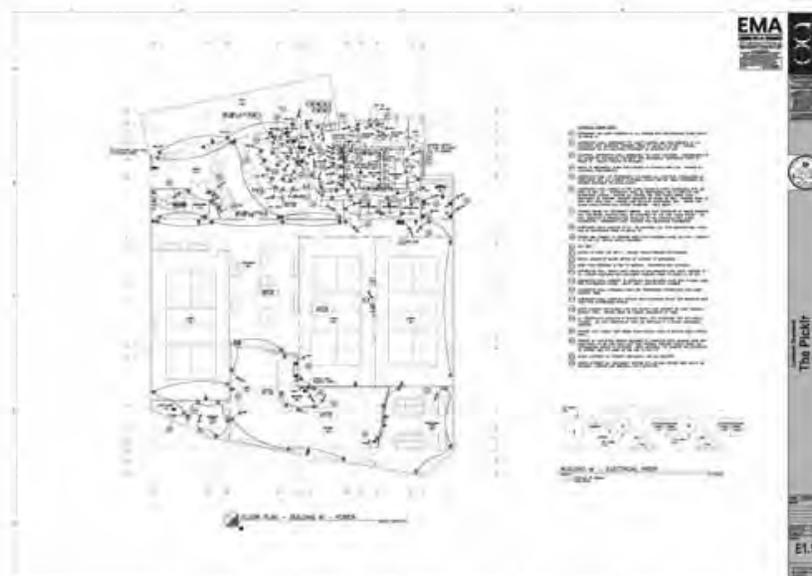
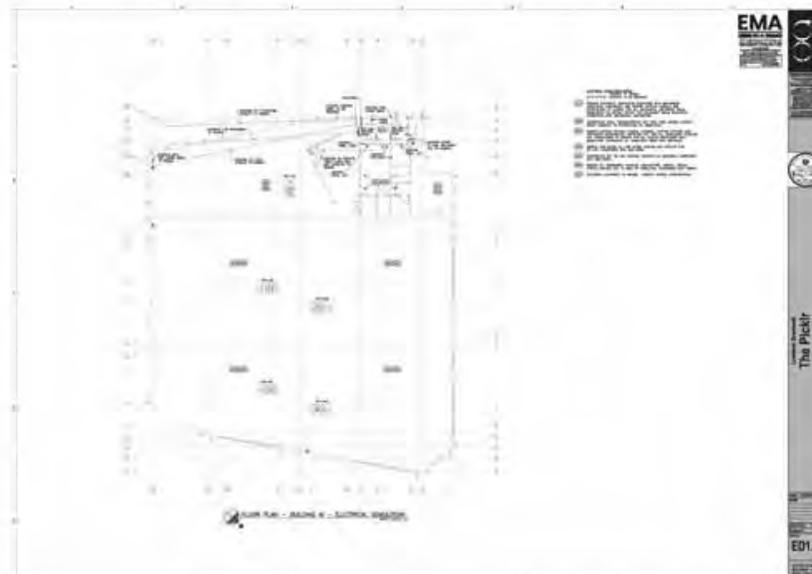


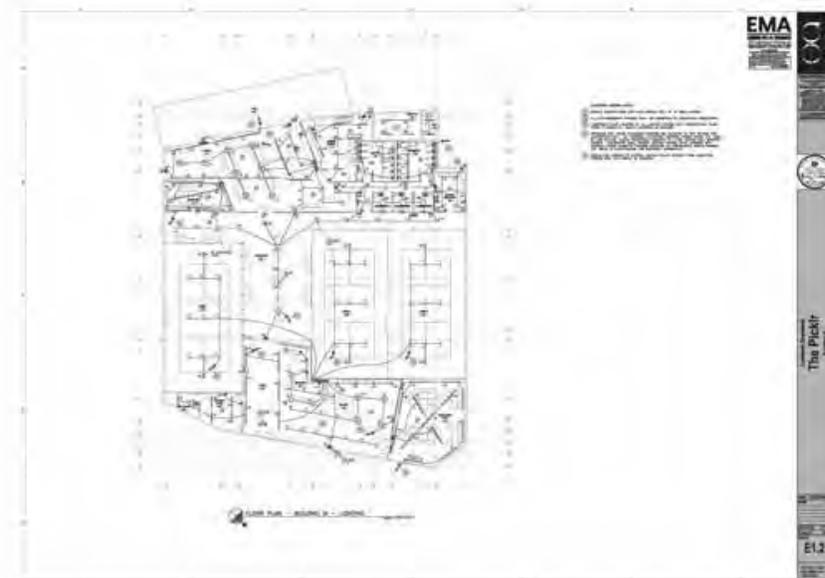




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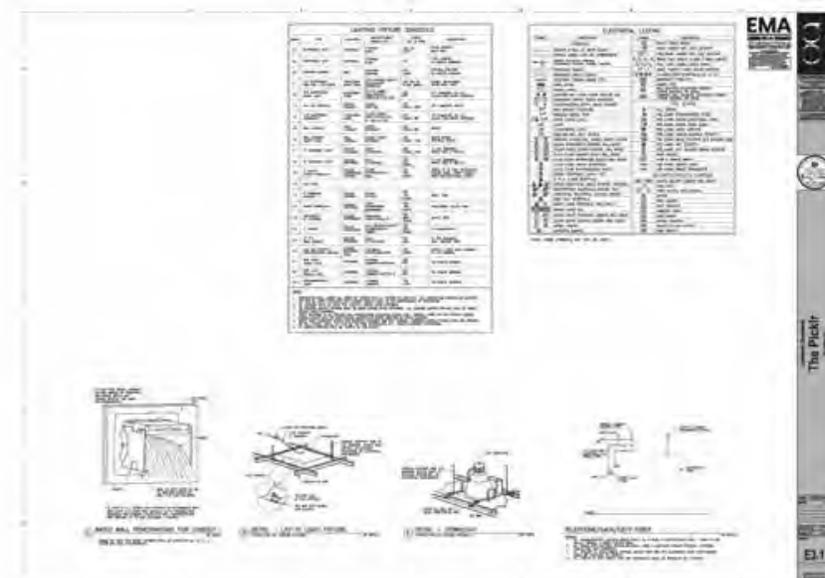


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EMA  
 ENGINEERING  
 ARCHITECTURE



The Pictor

E1

# The Picklr Louisiana Boardwalk



Somdal & Associates, LLC  
Architecture & Interior Design

## Building M



BUILDING "M"

## Bid Documents



ISSUED FOR ILLUSTRATIVE PURPOSES ONLY

Date:

04/23/2025

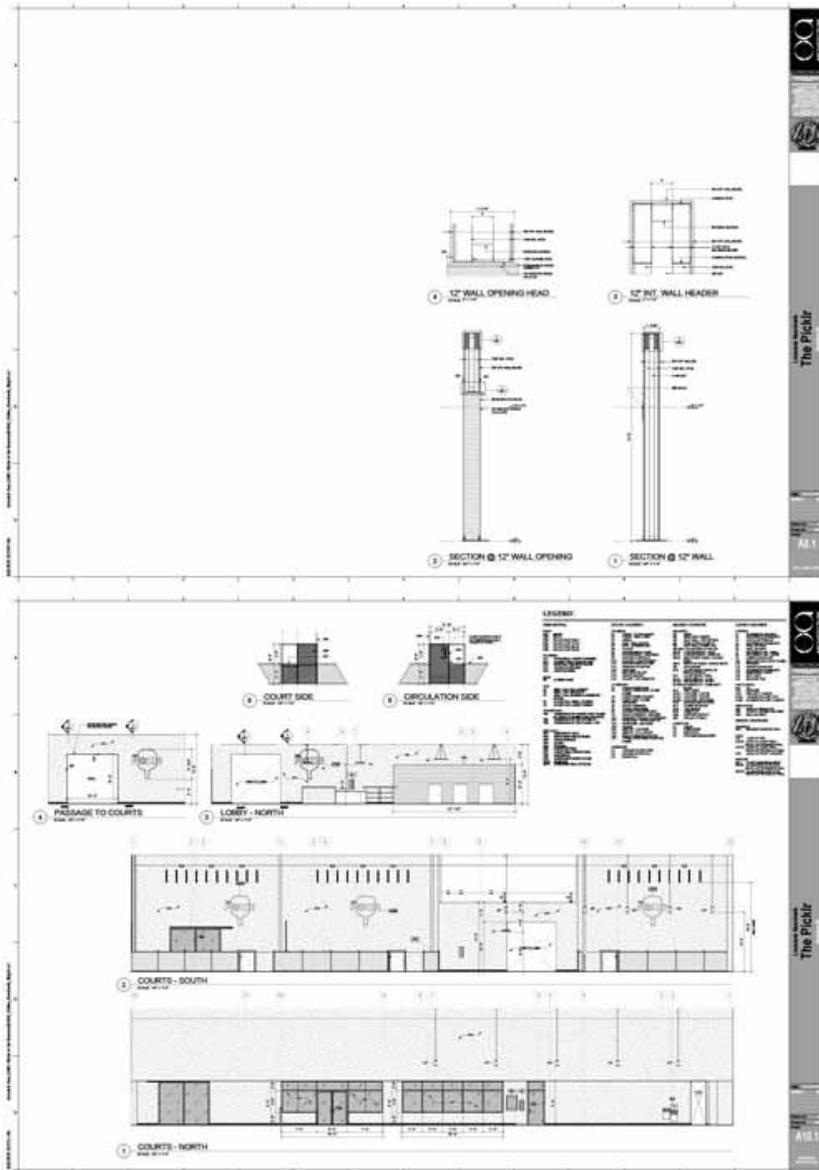
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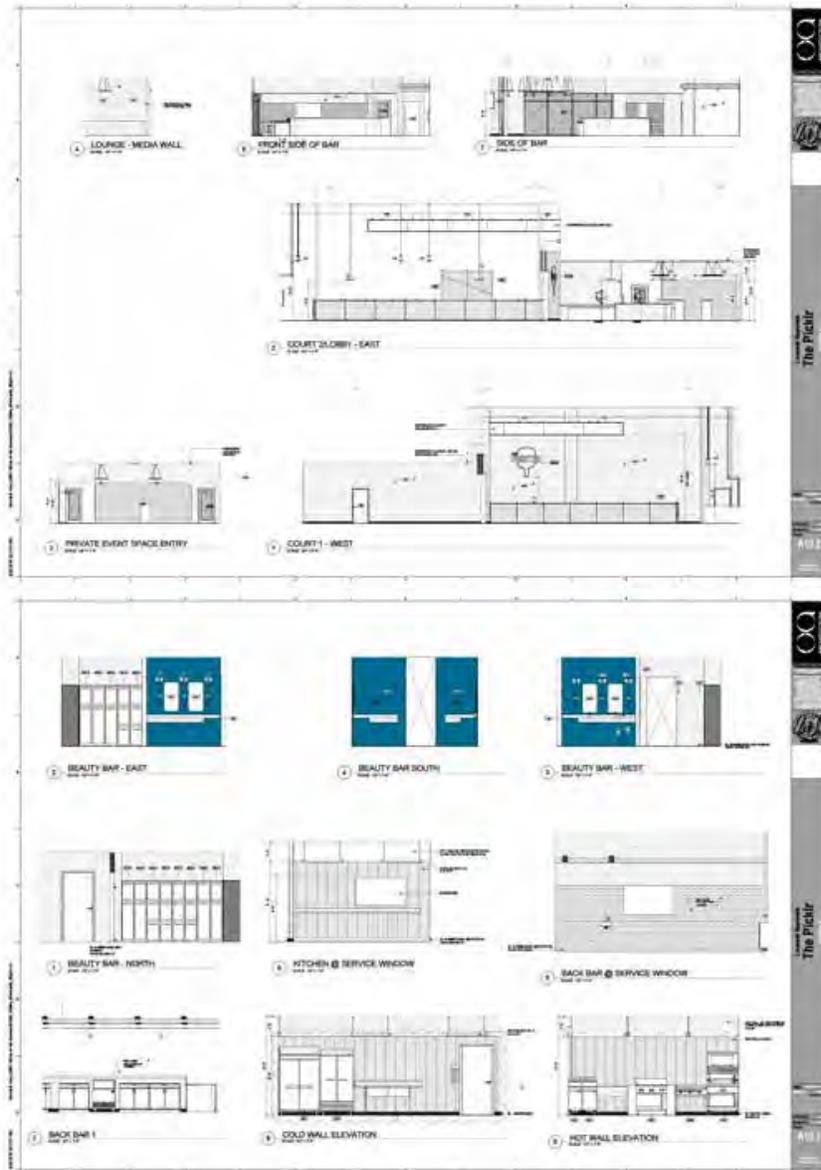
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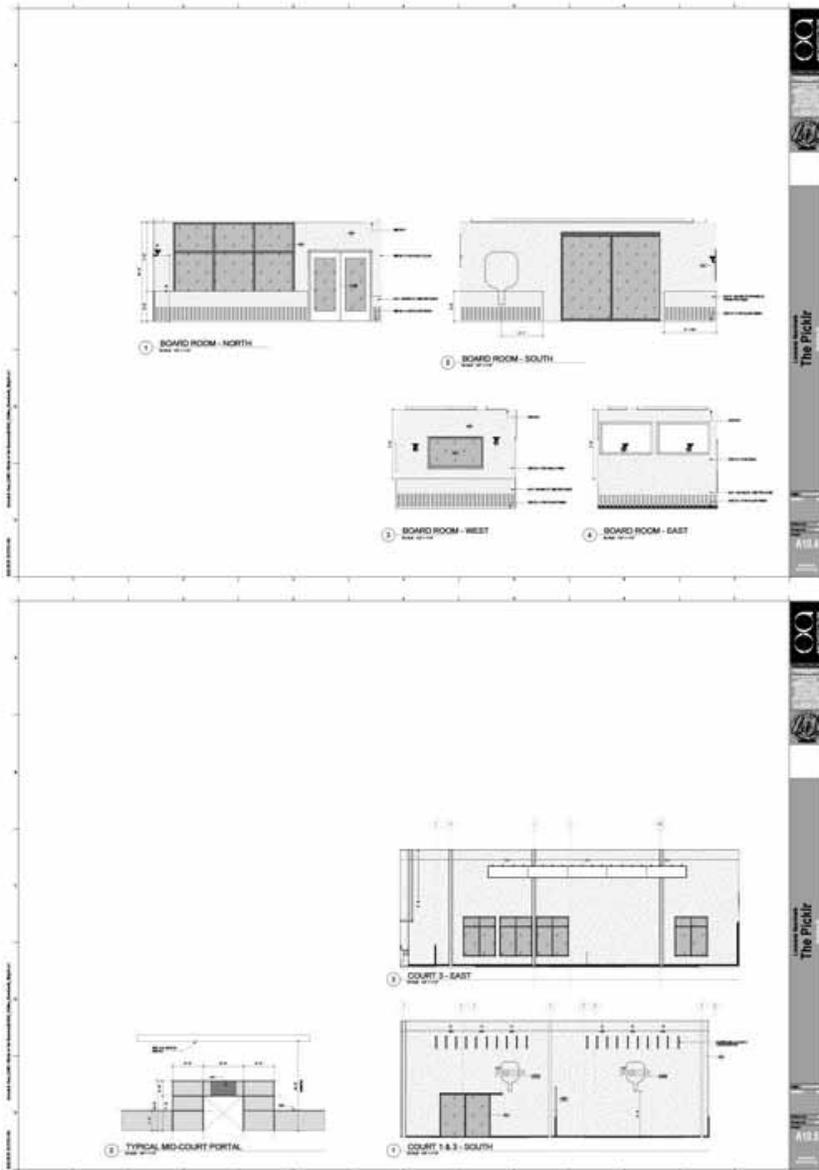


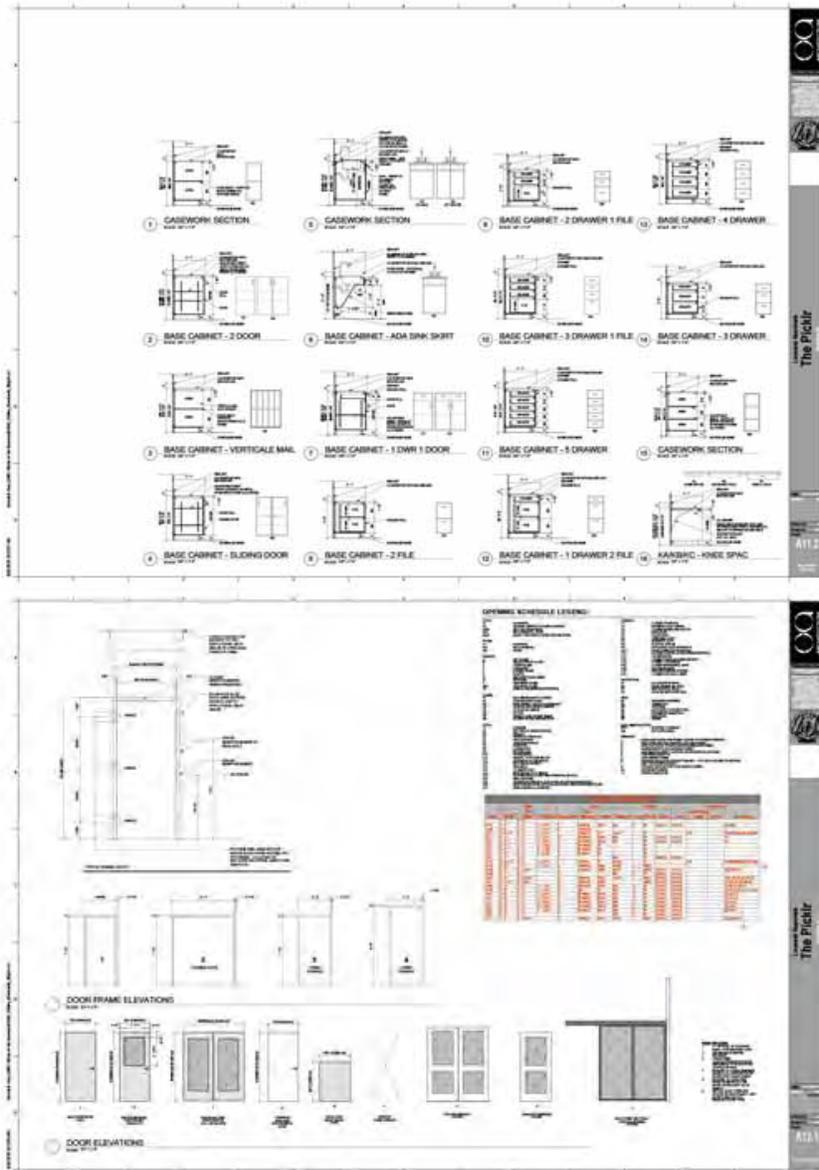


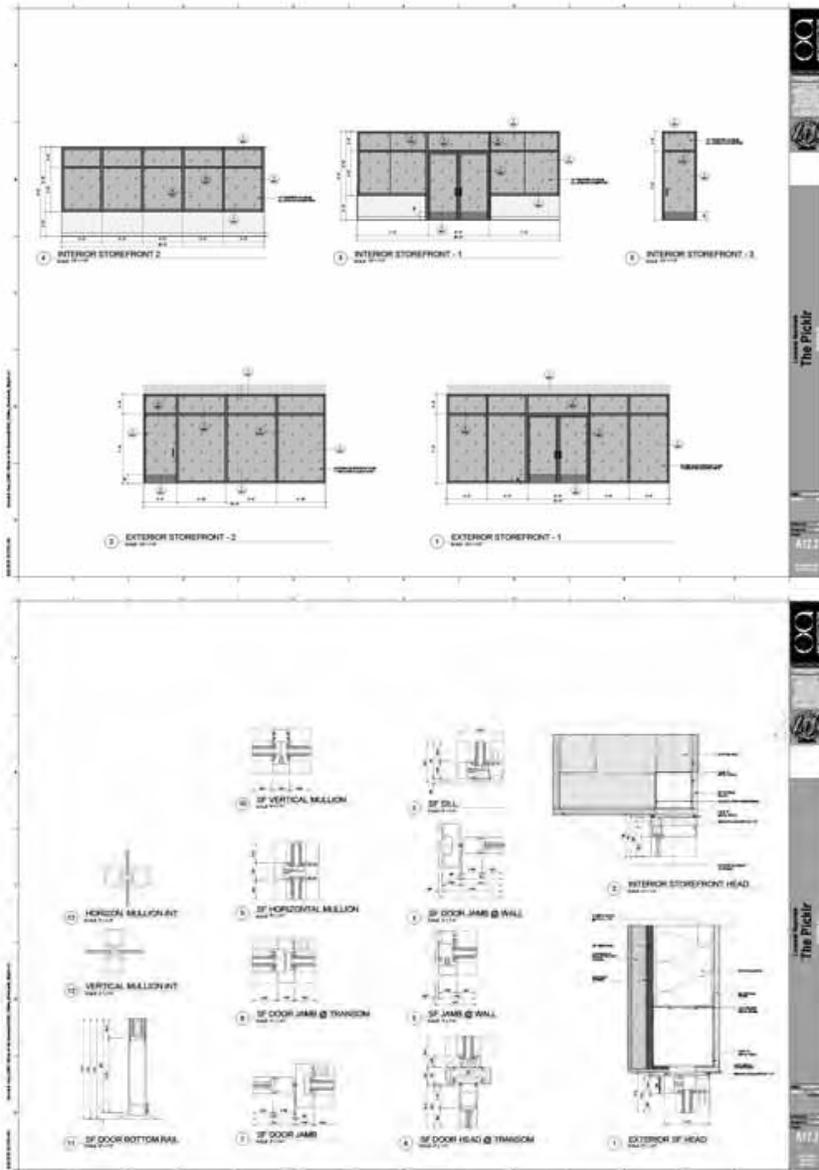


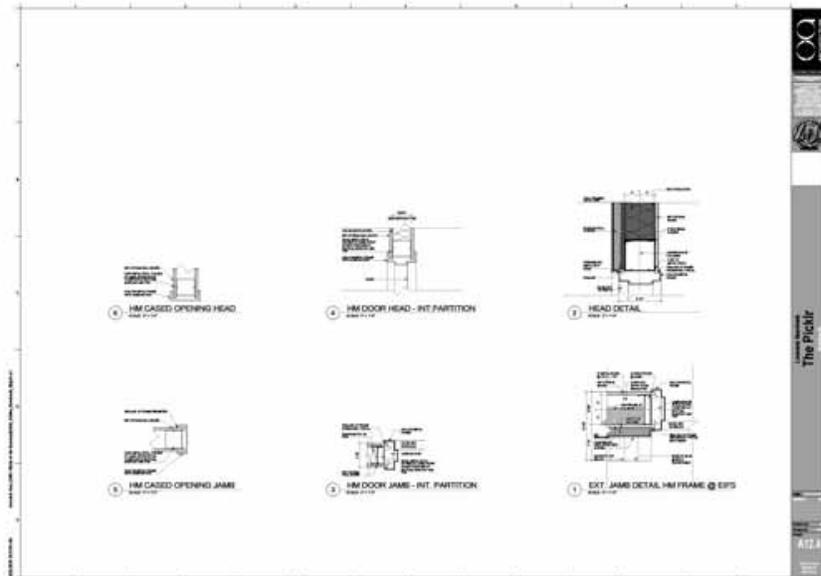












PARTITION ASSEMBLY TYPES AND DETAILS				
PARTITION CASING				
PARTITION DOOR				
PARTITION WINDOW				
PARTITION GLASS PANEL				
PARTITION ACOUSTIC TREATMENT				
PARTITION STORAGE SHELVES				
PARTITION CABLE MANAGEMENT				
PARTITION DOOR HARDWARE				
PARTITION GLASS PANEL HARDWARE				
PARTITION ACOUSTIC TREATMENT HARDWARE				



**EXHIBIT G**

**ATTACHMENT D TO FRANCHISE AGREEMENT**

**LEASE ADDENDUM**

This Addendum to Lease (“**Addendum**”), dated May 28th, 202025, is entered into by and between Boardwalk Routh, LLC (“**Lessor**”), and \_\_\_\_\_ (“**Lessee**”). In the event of any contradiction or inconsistency between the terms and provisions of this Addendum and the terms and provisions of the Lease to which it is attached, the terms and provisions of this Addendum shall control and be interpreted in such a manner as to override any provision of the Lease which would prevent the spirit and letter of the terms and provisions of this Addendum from being given full force and effect. All defined terms not specifically defined in this Addendum shall be given the same meaning as the defined terms in the Lease. A. The parties hereto have entered into a certain Lease Agreement (“**Lease**”), dated 28th, \_\_\_\_\_, and pertaining to the premises located at 540 Boardwalk Blvd. Bossier City, LA 71111 (“**Premises**”) which is part of the retail estate development known as Louisiana Boardwalk (“**Center**”).

B. Lessor acknowledges that Lessee intends to operate a Picklr franchise from the leased Premises pursuant to a Franchise Agreement (“**Franchise Agreement**”) with PICKLR FRANCHISE INC. (“**Franchisor**”) under the name “THE PICKLR” or other name designated by Franchisor (herein referred to as “**Picklr Franchise**”).

C. The parties now desire to amend the Lease in accordance with the terms and conditions contained herein.

**NOW, THEREFORE**, it is hereby mutually covenanted and agreed between Lessor and Lessee as follows:

1. Remodeling and Decor. Lessor agrees that Lessee shall have the right to remodel, install required fixtures and equipment, paint and decorate the interior of the Premises and to display the proprietary marks and signs on the interior and exterior of the Premises as Lessee is reasonably required to do pursuant to the Franchise Agreement and any successor Franchise Agreement under which Lessee may operate a Picklr Franchise on the Premises.

2. Assignment or Subletting. Lessee shall agree to attorn to any assignee of Lessor provided such assignee will agree not to disturb Lessee’s possession of Premises. Lessee shall have the right to assign or sublet all of its right, title and interest in the Lease, at any time during the term of the Lease, including any extensions or renewals thereof, without charge and without first obtaining Lessor’s consent in accordance with the Collateral Assignment of Lease attached hereto as **Attachment D-1**: (a) to Franchisor or Franchisor’s parent, subsidiary, or affiliate, (b) to a duly authorized franchisee of Franchisor, (c) in connection with a merger, acquisition, reorganization or consolidation, or (d) in connection with the sale of Lessee’s corporate stock or assets to an authorized franchisee of Franchisor. However, no assignment or sublease shall be effective until such time as Franchisor, Franchisor’s parent or its designated subsidiary or affiliate gives Lessor written notice of its acceptance of the assignment, and nothing contained herein or in any other document shall constitute Franchisor, its parent or its designated subsidiary or affiliate a party to the Lease, or guarantor thereof, and shall not create any liability or obligation of Franchisor or Franchisor’s parent, subsidiary or affiliate unless and until the Lease is assigned or sublet to, and accepted in writing by, Franchisor or Franchisor’s parent, subsidiary or affiliate. In the event of any assignment or sublease, Lessee shall at all times remain liable under the terms of the Lease. Franchisor shall have the right to reassign or sublease the Lease to another franchisee without the Lessor’s consent in accordance with Section 4(a). Lessor understands and agrees that, in connection with Lessee’s assignment or subletting of the Lease to a duly authorized franchisee of Franchisor, Franchisor shall be permitted to charge “additional rent” or “percentage rent” or other charges to its franchisee as part of its regular plan of franchising, and Lessor shall not be entitled to any consideration or additional rent as a result of any fees paid to Franchisor by franchisee pursuant to the Lease or otherwise.

3. Default and Notice.

(a) In the event there is a default or violation by Lessee under the terms of the Lease, Lessor shall give Lessee and Franchisor written notice of the default or violation within a reasonable time after Lessor receives knowledge of its occurrence. If Lessor gives Lessee a default notice, Lessor shall contemporaneously give Franchisor a copy of the notice. Franchisor shall have the right, but not the obligation, to cure the default. Franchisor will notify Lessor whether it intends to cure the default and take an automatic assignment of Lessee’s interest as provided in Paragraph 4(a). Franchisor will have an additional fifteen (15) days from the expiration of Lessee’s cure period in which it may exercise the option, but it is not obligated to cure the default or violation.

(b) All notices to Franchisor shall be sent by registered or certified mail, postage prepaid, or by a recognized overnight courier or delivery services to the following address:

PICKLR FRANCHISE INC.  
559 S. Deseret Drive  
Kaysville, UT 84037

and a copy (which shall not constitute Notice) to:

Trish MacAskill  
Akerman LLP  
1900 Sixteenth Street, Suite 950  
Denver, CO 80202

Franchisor may change its address for receiving notices by giving Lessor written notice of the new address. Lessor agrees that it will notify both Lessee and Franchisor of any change in Lessor's mailing address to which notices should be sent.

(c) Following Franchisor's authorization of the Lease, Lessee agrees not to terminate, or in any way alter or amend the same during the Term of the Franchise Agreement or any extension thereof without Franchisor's prior written consent, which shall be granted or denied in Franchisor's discretion, and any attempted termination, alteration or amendment shall be null and void and have no effect as to Franchisor's interests thereunder; and a clause to the effect shall be included in the Lease.

4. Termination or Expiration.

(a) Upon Lessee's default and failure to cure the default within the applicable cure period, if any, under either the Lease or the Franchise Agreement, Franchisor will, at its option, have the right, but not the obligation, to take an automatic assignment of Lessee's interest and at any time thereafter to re-assign or sublet the Lease to a new franchisee without Lessor's consent and to be fully released from any and all liability to Lessor upon the reassignment, provided new Franchisee agrees to assume Lessee's obligations and the Lease.

(b) Upon the expiration or termination of either the Lease or the Franchise Agreement, Lessor will cooperate with and assist Franchisor in securing possession of the Premises and if Franchisor does not elect to take an assignment of the Lessee's interest, Lessor will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Lessor, to remove all signs and all other items identifying the Premises as a Picklr Franchise and to make other modifications (such as repainting) as are reasonably necessary to protect the "THE PICKLR" marks and system, and to distinguish the Premises from a Picklr Franchise. In the event Franchisor exercises its option to purchase assets of Lessee, Lessor shall permit Franchisor to remove all the assets being purchased by Franchisor.

5. Consideration; No Liability.

(a) Lessor hereby acknowledges that the provisions of this Addendum to Lease are required pursuant to the Franchise Agreement under which Lessee plans to operate its Picklr Franchise and Lessee would not lease the Premises without this Addendum. Lessor also hereby consents to the Collateral Assignment of Lease from Lessee to Franchisor as evidenced by **Attachment D-1**.

(b) Lessor further acknowledges that Lessee is not an agent or employee of Franchisor and Lessee has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any affiliate of Franchisor, and that Lessor has entered into this Addendum to Lease with full understanding that it creates no duties, obligations or liabilities of or against Franchisor or any affiliate of Franchisor.

6. Sales Reports and Inspection. If requested by Franchisor, Lessor will provide Franchisor with whatever information Lessor has regarding Lessee's sales from its Picklr Franchise. Lessor acknowledges that the Franchise Agreement grants Franchisor the right of inspection of Lessee's Premises, and Lessor agrees to cooperate with Franchisor's efforts to enforce Franchisor's inspection rights.

7. No Competition by Other Lessees of Lessor. Lessor agrees that it will not do business with nor lease to another business whose primary business is the operation of an indoor pickleball business.

8. No Radius Clause. Any radius restriction found in the Lease is hereby deleted.

9. No Relocation Clause. Any relocation clause found in the Lease is hereby deleted.

10. Casualty and Condemnation. In the event the Premises are completely or partially damaged by fire or other casualty or are condemned by a governmental agency in whole or in part, such that the Premises cannot, in Lessee's reasonable business judgment, be used by Lessee for their intended purposes, or can only be partially used by Lessee (it being understood that Lessee, in its reasonable business judgment, shall decide whether to remain open prior to the completion of repairs to the Premises) and this Lease is not terminated as otherwise provided in this Lease, there shall be an equitable abatement of rent, any percentage rent and other charges payable by Lessee hereunder for any days the Lessee cannot use the entire Premises. In the event the Premises are not repaired or restored by Lessor within 180 days after the date of the casualty or condemnation, Lessee may elect to terminate this Lease upon 30 days prior written notice to Lessor.

11. Common Areas-No Changes. Lessor shall not change or alter the common areas in any manner which would alter the dimensions or location of the Premises or adversely affect the use, operation or conduct of Lessee's business being conducted in the Premises, adversely affect the accessibility or visibility of the Premises or reduce the existing parking facilities by more than 10%.

12. Hazardous Materials. Lessor represents and warrants that the Premises are free of all asbestos, asbestos containing materials and other hazardous or toxic materials (collectively, "**Hazardous Materials**"). Notwithstanding any provision of this Lease to the contrary, Lessee shall have no obligation to make any repairs, alterations or improvements to the Premises or incur any costs or expenses whatsoever as a result of Hazardous Materials in or about the Property, the Building or the Premises, other than those Hazardous Materials brought onto such areas by Lessee. Lessor shall be solely responsible for any changes to the Premises relating to Hazardous Materials, unless those Hazardous Materials were brought onto the Premises by Lessee. Lessor shall indemnify and hold Lessee harmless from and against all liabilities, costs, damages and expenses which Lessee may incur (including reasonable attorneys' fees) as the result of a breach of Lessor's representation and warranty set forth in this paragraph or the presence of Hazardous Materials in or about the Property, the Building or the Premises, unless those Hazardous Materials were brought onto such areas by Lessee.

13. Insurance and Waiver of Subrogation. Lessee may maintain the required liability insurance in the form of a blanket policy covering other locations of Lessee in addition to the Premises. Lessee may self-insure plate glass, so long as Lessee agrees not to hold Lessor liable for any losses resulting to plate glass. Whenever (i) any loss, cost, damage or expense resulting from fire, explosion or any other casualty is incurred to the Premises or contents thereof by either party to this Lease, and (ii) such party is covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by such insurance.

14. Lessor Warranties. Lessor represents, covenants and warrants (i) that Lessor has lawful title to the Center and has full right, power and authority to enter into this Lease; (ii) that the Center is in compliance with the Americans with Disabilities Act ("**ADA**"); (iii) that the permitted "use" of the Premises does not currently violate the terms of any of Lessor's insurance policies; (iv) that Lessor currently maintains all risk of physical loss coverage for the full replacement cost of the Center and shall maintain throughout the term of this Lease general liability insurance coverage for the Center consistent with that being maintained from time to time by reasonably prudent owners of properties similar to the Center in the same area; and (v) that so long as Lessee pays all monetary obligations due under this Lease and performs all other covenants contained herein, Lessee shall peacefully and quietly have, hold, occupy and enjoy the Premises during the term of this Lease and its use and occupancy thereof shall not be disturbed. Lessor covenants and agrees that Lessor shall take no action that will interfere with Lessee's intended usage of the Premises. Lessor shall indemnify and hold harmless Lessee and its officers, partners, agents and employees from and against any loss, cost, liability, damage or expense arising out of (x) Lessor's operation of the Center, (y) Lessor's breach in the performance of any of its obligations under this Lease, or (z) any violation of law by Lessor or any other act or omission of Lessor or its contractors, agents or employees. The foregoing indemnification shall survive expiration or termination of this Lease.

15. Lessor Work And Repair. Lessor shall perform all work described in the Lease and Exhibit \_\_ attached hereto and incorporated herein. Lessor shall be responsible for the payment of all tap fees and system development fees incurred in connection with Lessor's provision of utilities to the Premises. Utilities shall be "stubbed" to the Premises at no cost to Lessee. All Lessor work shall be performed in a workmanlike manner with quality materials in compliance with all laws, codes and all regulations. If

Lessor's work is not performed as herein required, or if such work or the Center is not in compliance with all laws, codes or other regulations, Lessor shall perform the necessary remedial work at its sole cost and expense. Lessor covenants and agrees, at its sole cost and expense and without reimbursement or contribution by Lessee, to keep, maintain and replace, if necessary, the foundations, the exterior paint, the plumbing system, the electrical system, the utility and sewer lines and connections to the Premises, the sprinkler mains, if any, structural systems including, without limitation, the roof, roof membrane roof covering (including interior ceiling if damaged by leakage), load-bearing walls, floor slabs and masonry walls in good condition and repair.

16. Mitigation. Lessor shall use reasonable efforts to mitigate its damages in the event of a Lessee default.

17. Lessee Financing. Lessee shall have the right from time to time during the term of the Lease, and without Lessor's prior approval, to grant and assign a mortgage or other security interest in Lessee's interest under this Lease and all of Lessee's personal property located within the Premises to its lenders in connection with Lessee's financing arrangements and any lien of Lessor against Lessee's personal property (whether by statute or under the terms of this Lease) shall be subject and subordinate to such security interest. Lessor shall execute such documents as Lessee's lenders may reasonably request in connection with any such financing.

18. Continued Business Operation. Lessee may close its business once every five (5) years for a reasonable time to refurbish and redecorate the Premises.

19. Removal of Trade Dress/Personal Property. Lessor shall permit Lessee fifteen (15) days from the termination or expiration of the Lease to remove Lessee's property. Lessor shall permit Lessee to remove its trade dress within fifteen (15) days after the termination or expiration of the Lease or within fifteen (15) days after Lessee has received proper notice from Lessor of the termination or expiration pursuant to Section 18, whichever later occurs.

20. Alterations. Lessor's consent shall not be required for non-structural or non-mechanical alterations, additions or changes to the Premises.

21. Amendments. No amendment or variation of the terms of the Lease or this Addendum to the Lease shall be valid unless made in writing and signed by the parties hereto.

22. Reaffirmation of Lease. Except as amended or modified herein, all of the terms, conditions and covenants of the Lease shall remain in full force and effect and are incorporated herein by reference and made a part of this Agreement as though copies herein in full.

23. Beneficiary. Lessor and Lessee expressly agree that Franchisor is a third party beneficiary of this Addendum.

**IN TESTIMONY WHEREOF**, witness the signatures of the parties hereto as of the day, month and year first written above.

**LESSOR:**

  
\_\_\_\_\_  
By: John O'Shaugnessy  
Title: Asset Manager

**LESSEE:**

  
\_\_\_\_\_  
By: Christopher Phillips  
Title: Partner

<b>Title</b>	Picklr Lease - 05.02.2025
<b>File name</b>	Picklr Lease - 05.02.2025.pdf
<b>Document ID</b>	354c6eae0848aedd5ca842feed98324e7d850d4
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<b>Status</b>	● Signed

Document History

 SENT	05 / 28 / 2025 19:49:25 UTC	Sent for signature to Christopher Phillips (chris@phillips-inc.com) and John O'Shaugnessy (john@commercialretailgroup.com) from sigourney@routhgroup.com IP: 152.97.96.96
 VIEWED	05 / 28 / 2025 20:36:58 UTC	Viewed by Christopher Phillips (chris@phillips-inc.com) IP: 129.222.125.216
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 VIEWED	05 / 28 / 2025 22:31:44 UTC	Viewed by John O'Shaugnessy (john@commercialretailgroup.com) IP: 104.28.50.212
 SIGNED	05 / 28 / 2025 23:06:23 UTC	Signed by John O'Shaugnessy (john@commercialretailgroup.com) IP: 146.75.165.19
 COMPLETED	05 / 28 / 2025 23:06:23 UTC	The document has been completed.

Adjacent Property Owners

Boardwalk Routh, LLC

Existing Building

AssessmentName	Address1	Address2	Address3	Address4
BOSSIER CITY, CITY OF	620 BENTON RD	BOSSIER CITY LA 71111		
BOARDWALK ROUTH LLC	11701 BEE CAVES RD	AUSTIN TX 78738		
BOARDWALK ROUTH LLC	11701 BEE CAVES RD	AUSTIN TX 78738		
THE SERVICE COMPANIES, INC	3750 87TH AVE STE 700	DORAL FL 33178-2434		
BOARDWALK ROUTH LLC	11701 BEE CAVES RD	AUSTIN TX 78738		
TROUBLED MUSE STUDIOS	570 BOARDWALK BLVD	BOSSIER CITY LA 71111		
YOUNGWILLIAMS	C/O J. DANIEL SMITH	PO BOX 3180	RIDGELAND MS 39158	
AT&T MOBILITY LLC	% PROPERTY TAX DEPARTMENT	1010 PINE 6E-L-01	ST LOUIS MO 63101	
T-MOBILE CENTRAL LLC	% PROPERTY TAX DEPARTMENT	PO BOX 85021	BELLEVUE WA 98015-8521	
BOARDWALK ROUTH LLC	11701 BEE CAVES RD	AUSTIN TX 78738		
SWEET CAROLINE'S DUELING PIANO BAR	413 HERITAGE DR	BOSSIER CITY LA 71112		
BOARDWALK ROUTH LLC	11701 BEE CAVES RD	AUSTIN TX 78738		
BOSSIER CITY, CITY OF	620 BENTON RD	BOSSIER CITY LA 71111		
AT&T MOBILITY LLC	% PROPERTY TAX DEPARTMENT	1010 PINE 6E-L-01	ST LOUIS MO 63101	
COURTYARD BY MARRIOTT	PAVAN HOSPITALITY LLC,	C/O PETER OR JAMES MCLAUGHLIN	1335 HOTEL CIR SOUTH	SAN DIEGO CA 92108
PAVAN HOSPITALITY LLC	1335 HOTEL CIR SOUTH	SAN DIEGO CA 92108-3408		

The following ordinance offered and adopted:

ORDINANCE NO. \_\_\_\_\_ OF 2026

AN ORDINANCE APPROVING A CONDITIONAL USE FOR THE RETAIL SALE OF HIGH AND LOW CONTENT ALCOHOL FOR ON PREMISE CONSUMPTION AT A RESTAURANT, THE BRINE PROVISIONS LLC, LOCATED AT 201 BOARDWALK BOULEVARD, BUILDING M, BOSSIER CITY, LOUISIANA.

WHEREAS; Chris Elbersen, has applied to the Bossier City-Parish Metropolitan Planning Commission for Conditional Use Approval for the sale of high and low content alcohol, for on premise consumption at a restaurant, The Brine Provisions LLC, 201 Boardwalk Boulevard, Building M Bossier City, Louisiana.

WHEREAS; a public hearing for the Conditional Use application was held on January 15, 2026; 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 being:

Favorable recommendation by the Bossier Metropolitan Planning Commission.

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

SECTION 1. That the Conditional Use for the sale of high and low content alcohol for on premise consumption at 201 Boardwalk Boulevard, Building M Bossier City, Louisiana is hereby approved.

Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_

to adopt the above ordinance. Upon the following vote, the ordinance was duly adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

AYES:

NAYS:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
CHRIS SMITH, PRESIDENT

\_\_\_\_\_  
PHYLLIS MCGRAW, CITY CLERK

C-ALC-000215-2025(SC)



City of Bossier City  
**ITEM FACT SHEET**  
Regular Council

**Meeting Date:** Regular Council - Feb 03 2026  
**Department:** Finance  
**Prepared by:** Angela Williamson, Finance Director  
**Sponsor:** Angela Williamson, Finance Director  
**Submitted:** January 22, 2026

NOTED:  RECOMMENDED BY:

  
Thomas Chandler, Mayor

**TITLE:**

Adopt a Resolution authorizing the hiring or promotion of an Accounts Clerk III in the Sales Tax Department due to separation and backfilling any vacant positions this may create (First and Final Reading) (Williamson)

**COUNCIL DATE REQUESTED:**

Regular Council - Feb 03 2026

**ATTACHMENTS:**

[Resolution - Accounts Clerk III - Sales Tax](#)

**Reviewed By:**

Angela Williamson, Finance Director  
Charles Jacobs, CA  
Thomas Chandler, Mayor  
Emily Pitts, Administrative Assistant  
Phyllis McGraw, City Clerk

Approved - Jan 22 2026  
Approved - Jan 29 2026

The following Resolution offered and adopted:

RESOLUTION NO.        OF 2026

**A RESOLUTION AUTHORIZING THE HIRING OR PROMOTION OF AN  
ACCOUNTS CLERK III IN THE SALES TAX DEPARTMENT DUE TO SEPARATION  
AND BACKFILLING ANY VACANT POSITIONS THIS MAY CREATE**

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**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 Sales Tax Department has an available position due to separation of an employee; and

**WHEREAS**, this separation provides for an opportunity to hire a replacement or promote from within and backfill any vacancies created; 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 or promote an Accounts Clerk III in the Sales Tax Department and backfill any vacancies this may create 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 \_\_\_\_\_ and seconded by \_\_\_\_\_, and adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chris Smith, President

\_\_\_\_\_  
Phyllis McGraw, City Clerk



City of Bossier City  
**ITEM FACT SHEET**  
Regular Council

**Meeting Date:** Regular Council - Feb 03 2026  
**Department:** Engineering Department  
**Prepared by:** Regina Nation, Office Manager  
**Sponsor:** Andy Bajnauth, City Engineer  
**Submitted:** January 15, 2026

NOTED:  RECOMMENDED BY:

  
Thomas Chandler, Mayor

**TITLE:**

Adopt a Resolution amending Resolution 7 of 2024 to replace Amanda Nottingham as the designated project signee for the LWI Project, to Andy Bajnauth as the project signee.  
(First and Final Reading) (Bajnauth)

**EXPLANATION OF PROPOSAL:**

Amanda Nottingham has resigned as CAO for the City of Bossier City, and Andy Bajnauth is the City Engineer and oversees the current project.

**COST/BUDGET DATA:**

N/A

**COUNCIL DATE REQUESTED:**

Regular Council - Feb 03 2026

**ATTACHMENTS:**

[Res.7 of 24 Amend- Res](#)  
[Res 7 of 2024](#)  
[Commitment Letter 08.29.2025 from Bajnauth](#)

**Reviewed By:**

Andy Bajnauth, City Engineer  
Angela Williamson, Finance Director  
Richard Ray, ACA  
Thomas Chandler, Mayor  
Emily Pitts, Administrative Assistant

Approved - Jan 16 2026  
Approved - Jan 16 2026  
Approved - Jan 21 2026  
Approved - Jan 29 2026  
Approved - Jan 29 2026

Phyllis McGraw, City Clerk

Approved - Jan 29 2026

**The following Resolution offered and adopted:**

**RESOLUTION                      Of 2026**

**A RESOLUTION AMENDING RESOLUTION 7 OF 2024 TO REPLACE AMANDA NOTTINGHAM AS THE PROJECT SIGNEE FOR THE LWI PROJECT, TO ANDY BAJNAUTH AS THE PROJECT SIGNEE.**

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**WHEREAS;** Resolution 7 of 2024 authorized Mayor Chandler to execute and enter into a Cooperative Endeavor Agreement between the City of Bossier City and the Louisiana Office of Community Development; and

**WHEREAS;** the resolution designated Amanda Nottingham as the appointed project signee for the contract documents; and

**WHEREAS;** Amanda Nottingham has resigned as Bossier City CAO and is no longer employed with the city, warranting the following amendment to Res. 7 of 2024; and

**WHEREAS;** Andy Bajnauth is the Bossier City Engineer overseeing the LWI Project, and is hereby designated as the project signee for all relative documents for the City relating to the LWI Project; and

**WHEREAS;** the City Council acknowledges and concurs with the attached 08/29/25 Commitment Letter, made part of this resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Bossier City, Louisiana, in regular session convened, that the Bossier City Council resolves to authorize the amendment replacing Amanda Nottingham with Andy Bajnauth as the designated signee for any relative contract documents for the LWI Project.

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 \_\_\_\_\_, 2026 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

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**Chris Smith, President**

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**Phyllis McGraw, City Clerk**

The following Resolution offered and adopted:

**RESOLUTION NO. 7 of 2024**

**A RESOLUTION AUTHORIZING MAYOR CHANDLER TO EXECUTE THE COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT AND THE CITY OF BOSSIER CITY. FURTHERMORE, THIS RESOLUTION WILL DESIGNATE AMANDA NOTTINGHAM AS AN AUTHORIZED PROJECT SIGNEE TO SUBMIT REMAINING CONTRACT DOCUMENTS FOR THE LOUISIANA WATERSHED INITIATIVE ROUND 2 GRANT APPLICATION ON BEHALF OF THE CITY.**

**WHEREAS**, the City of Bossier City needs to submit contract documents for a previously submitted grant application for a drainage improvement project along Bardot Lane; and,

**WHEREAS**, grant dollars for this project were awarded and are available through the Louisiana Watershed Initiative (LWI) program operated by the Louisiana Office of Community Development; and,

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Bossier City, Louisiana in regular session convened, does hereby authorize Mayor Thomas H. Chandler to execute the cooperative endeavor agreement required in connection with the Grant Application; and,

**BE IT FURTHER RESOLVED**, that Mrs. Amanda Nottingham is hereby designated as the Official Project Representative and is hereby given signature authority for all relative documents for the City of Bossier City for this project resulting from the submission of the Grant Application and accompanying contract documents. Furthermore, Mrs. Amanda Nottingham representing the City of Bossier City is hereby given the power and authority to do all things necessary to implement, maintain, amend, and renew such documents relative to this project.

The above and foregoing Resolution was discussed and opened for public input at open and legal session convened, was on motion of Mr. Jeffery Darby and seconded by Mr. David Montgomery, Jr. and adopted on this the 16th day of January, 2024.

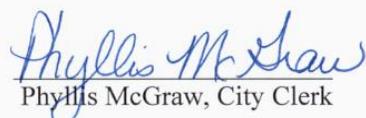
AYES: Mr. Montgomery, Jr., Mr. Smith, Mr. Hammons, Mr. Darby, Mr. Williams, Mr. Free and Mr. Maggio

NAYS: none

ABSENT: none

ABSTAIN: none

\_\_\_\_\_  
Jeff Free, President

  
Phyllis McGraw, City Clerk



**Engineering  
Department**

BOSSIER CITY, LOUISIANA

**Andy Bajnauth PE, MBA  
City of Bossier  
City Engineer**

**620 BENTON ROAD  
POST OFFICE BOX 5337  
BOSSIER CITY, LA.  
71171-5337  
(318) 741-8568**

August 29, 2025

Ms. Stephanie Webster  
Economic & Infrastructure Analyst  
Office of Community Development  
(OCD)  
State of Louisiana

**RE: Commitment of Local Funds and Project Delivery — LWI Bardot Drainage Project (Round 2)**

Dear Ms. Webster:

On behalf of the City of Bossier City, this letter affirms our full commitment to advance the LWI Bardot Drainage Project and to provide the necessary local funding to implement the project under one of two feasible alternatives. Subject to receipt of LWI participation under Round 2, the City commits to proceed with either: (1) a targeted voluntary property acquisition program within the north-side repetitive-loss area, or (2) a package of conveyance/capacity improvements to address hydraulic choke points along Laterals B-1 and B-4.

The City further commits to providing all required non-LWI local cost share and to covering any costs determined to be ineligible for reimbursement under the LWI program, including but not limited to professional services, right-of-way, utility adjustments, environmental clearances, permitting, demolition/site restoration (if acquisitions are pursued), and construction contingencies. We also acknowledge and accept responsibility for the long-term operation and maintenance of the completed improvements.

We understand and will comply with applicable federal and state requirements, including procurement regulations, environmental review and permitting, Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) for any property acquisitions, and all other LWI/OCD conditions of award. The City will take all actions necessary to secure approvals, appropriate/allocate local funds, and execute any agreements or amendments required to deliver the project.

To facilitate timely delivery, the City is prepared to cash-flow the project consistent with reimbursement provisions of the LWI program and will coordinate closely with OCD on scope, schedule, and documentation. The City's project team will also coordinate directly with Waggoner Engineering and other partners to package near-term "quick-win" actions and advance the selected alternative through design and construction.

This commitment applies irrespective of which alternative is ultimately selected in consultation with OCD/LWI; our objective is to implement the alternative that best achieves measurable flood risk reduction outcomes, maintains fiscal responsibility, and meets program requirements. This letter will remain in effect until replaced by a formal funding agreement or until the City provides written notice otherwise; it is our intent to maintain this commitment throughout Round 2 negotiations and project delivery.

Please contact our office with any questions or if additional documentation is required. We appreciate OCD's continued partnership and look forward to delivering a successful project for the residents of Bossier City.

Sincerely,



Andy Bajnauth PE, MBA  
City of Bossier, City Engineer

**Enclosures**

**cc: Hon. Tommy Chandler, Mayor, City of Bossier City**  
**Amanda Nottingham, Chief Administrative Officer, City of Bossier City**



City of Bossier City  
**ITEM FACT SHEET**  
Regular Council

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**Meeting Date:** Regular Council - Feb 03 2026  
**Department:** Police Administration  
**Prepared by:** Johanna Thomas, Police Administration Records Clerk  
**Sponsor:** Daniel Haugen, Chief  
**Submitted:** January 20, 2026

**NOTED:**  **RECOMMENDED BY:**

**TITLE:**

Sun City Elementary Mardi Gras Parade 2026

**EXPLANATION OF PROPOSAL:**

Sun City Elementary Mardi Gras Parade 2026

**COUNCIL DATE REQUESTED:**

Regular Council - Feb 03 2026

**ATTACHMENTS:**

[SUN CITY MARDI GRAS PARADE 2026](#)

**Reviewed By:**

Emily Pitts, Administrative Assistant  
Phyllis McGraw, City Clerk

Approved - Jan 22 2026  
Approved - Jan 21 2026



# BOSSIER CITY POLICE DEPARTMENT PARADE PERMIT APPLICATION CHECK LIST



Chief of Police, City of Bossier City Police Department  
P.O. Box 6216, Bossier City, LA 71171-6216  
(318)741-8621 ParadePermits@bossiercity.org

**BEFORE** the application is turned into the Police Department, please make sure the following has been done:

**PROOF OF INSURANCE CERTIFICATE ATTACHED**

(Bossier City Code of Ordinances Chapter 10, Article VI, Section 110-197 (b) (10):  
If the activity is proposed to include vehicles or animals, the applicant responsible for the proposed activity shall provide evidence that it has, in force, public liability insurance coverage in the minimum amount of \$500,000.00 to cover any damages which might result from the proposed activity. A certificate of insurance evidencing this level of coverage shall be included with all applications for a permit where these requirements apply.)

**PARADE PERMIT FEE (\$500.00) OR FEE WAIVER RESOLUTION PLACED ON CITY COUNCIL AGENDA**

(Bossier City Code of Ordinances Chapter 10, Article VI, Section 110-197 (b) (11): Permit fee. There shall be paid, at the time of filing the application for a parade permit, a fee of \$500.00. This fee may be waived in whole or in part by the city council.) \*we have an ongoing waiver

**COMPLETE APPLICATION AT LEAST SIXTY (60) DAYS PRIOR TO THE EVENT**

(Bossier City Code of Ordinances Chapter 10, Article VI, Section 110-197 (b): Any person or persons desiring to conduct or manage a parade shall make written application on forms provided, to city council at least sixty (60) days before the date on which the parade is to be conducted.

**PLEASE ATTACH A MAP OF THE DESIRED ROUTE OR LOCATION OF THE PROPOSED ACTIVITY**

Name of Activity: Sun City Elementary  
Mardi Gras Parade 2026

Date of Activity: 2/17/26 Day of the week: Tuesday

Time of Activity: 1:00  AM  PM 2:00  AM  PM

ACTIVITY NO.: \_\_\_\_\_

(Office Use Only)

TO: CHIEF OF POLICE  
BOSSIER CITY, LOUISIANA

The undersigned hereby makes application for a permit to close City streets of the City of Bossier City, Louisiana, and in support of such application, makes the following statements and representations:

1. PERSON MAKING APPLICATION

Name: Julia Henry Cell Phone: 318-617-7025  
Home Address: 446 Long Acre Dr. Home Phone: \_\_\_\_\_  
Business Address: 4230 Van Deeman Work Phone: 318-549-70  
Email Address: B.C., LA 71112  
julia.henry@bossierschools.org

2. CHAIRMAN OR PERSON IN CHARGE OF ACTIVITY

Name: Dionne Hunt Cell Phone: 318-588-2201  
Home Address: 419 Heritage Dr. B.C. La 71112 Home Phone: \_\_\_\_\_  
Business Address: 4230 Van Deeman Work Phone: 318-549-7021  
Email Address: B.C., La 71112  
dionne.hunt@bossierschools.org

3. ORGANIZATION CONDUCTING ACTIVITY

Name: Sun City Elementary  
Business Address: 4230 Van Deeman Work Phone: 318-549-7000  
Website: B.C. La 71112  
suncity@bossierschools.org

4. OFFICERS, DIRECTORS, AND TRUSTEES OF THE ORGANIZATION

- a. Name: Julia Henry Title: Principal  
Email: julia.henry@bossier Contact Number: 318-549-7005  
schools.org
- b. Name: Lea Clark Title: Asst. Principal  
Email: lea.clark@bossierschools. Contact Number: 318-549-7006  
org
- c. Name: Dana McAlister Title: Secretary  
Email: dana.mcalister@bossier Contact Number: 549-7001  
Schools.org

5. **STATE THE PURPOSE OR OBJECTIVE OF THE PROPOSED ACTIVITY:**

Mardi Gras parade for grades K-3/families

6. **PROPOSED ROUTE OF ACTIVITY (ATTACH MAP)**

1<sup>st</sup> Choice: Exit bus ramp; through aux lot;  
turn left onto Van Deeman; make a  
u-turn at Cline St. & return to front  
entrance of school.

2<sup>nd</sup> Choice: \_\_\_\_\_

7. **ESTIMATED NUMBER OF PARTICIPANTS:**

Estimated Number of Pedestrians: 600

Estimated Number of Vehicles: 0

Estimated Number of Floats: 0

Estimated Number of Animals: 0

8. **PORTION OF STREET OR SIDEWALK DESIRED FOR USE:**

street and sidewalk of Van Deeman  
from Sun City to Cline St.

9. **LOCATION WHERE PARTICIPANTS WOULD ASSEMBLE AND DISASSEMBLE:**

Inside school for both

10. **TIME PARTICIPANTS WOULD BEGIN TO ASSEMBLE:** 12:45  AM  PM

11. **PROPOSED SPACE BETWEEN UNITS:** 6 FEET

12. ANY ADDITIONAL INFORMATION THAT SHOULD BE CONSIDERED:

Classes will walk behind each other down the right side of Van Deeman and back up the left side.

I have carefully read the foregoing application and swear that every statement made therein is true and correct to the best of my knowledge and belief. I further agree to abide by the City of Bossier City's Ordinance for the issuance of Parade Permits in all respects, and understand that my Parade Permit may be revoked if the Ordinance is violated.

Julia Henry  
Signature of Applicant

Julia Henry  
Printed name of Applicant

1/9/2026  
Date

DO NOT WRITE BELOW THIS LINE

Application received by: Capt. [Signature] Title: Police Admin

Date: 01/07/25 Time: 1000 AM

Insurance Certificate Received: Yes  No

This event will require 4 Uniformed Officers at the current off-duty rate of \$ per hour with a 4 hour minimum per Officer. This is payable to the Officers on their arrival at the event. Mobars / Reserves

Reviewed by Patrol Administration: Capt. [Signature] 01/09/25  
Reviewer's Signature Date

Approved  Disapproved  [Signature] 1/12/26  
Chief Of Police Date

Approved  Disapproved  [Signature] 1-15-26  
Mayor Date

Copies sent to:

- Bossier City Council
- Bossier City Patrol Administration
- Bossier City Fire Department
- Bossier City Reserve Unit

Panther Dr.

Shady Grove Baptist Church

Elm Grove Middle

Sun City Elementary

Van Deeman Dr.

Oriole St

San Saba St

Cline St.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/17/2025

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 235 Highlandia Drive Suite 200 Baton Rouge LA 70810	<b>CONTACT NAME:</b> Ashlyn McMorris <b>PHONE (A/C, No, Ext):</b> 225-906-0156 <b>FAX (A/C, No):</b> 225-292-3893 <b>E-MAIL ADDRESS:</b> ashlyn_mcmorris@ajg.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Old Republic Union Insurance Company	<b>NAIC #</b> 31143
<b>INSURED</b> Bossier Parish School Board PO Box 2000 Benton LA 71006-2000	<b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 1384604057**      **REVISION NUMBER:**

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

INSR I,TR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		822500 1275635	9/20/2025	9/20/2026	EACH OCCURRENCE \$4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$6,000,000 PRODUCTS - COM/PROP AGG \$ SIR \$300,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		822500 1275635	9/20/2025	9/20/2026	COMBINED SINGLE LIMIT (Ea accident) \$4,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SIR \$300,000 EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Employment Practices Liability		822500 1275635	9/20/2025	9/20/2026	Each Occurrence \$4,000,000 Aggregate \$6,000,000 SIR \$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Professional liability - Occurrence  
Policy#: 822500 1275635  
Each Occurrence: \$4,000,000  
Aggregate: \$6,000,000  
SIR: \$300,000

<b>CERTIFICATE HOLDER</b>  Bossier City Police Department 620 Benton Rd. Bossier City LA 71111 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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City of Bossier City  
**ITEM FACT SHEET**  
Regular Council

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**Meeting Date:** Regular Council - Feb 03 2026  
**Department:** Patrol Administration  
**Prepared by:** Johanna Thomas, Police Administration Records Clerk  
**Sponsor:** Daniel Haugen, Chief  
**Submitted:** January 21, 2026

**NOTED:**  **RECOMMENDED BY:**

**TITLE:**

Waller's Mardi Gras Parade

**EXPLANATION OF PROPOSAL:**

Waller's Mardi Gras Parade

**COUNCIL DATE REQUESTED:**

Regular Council - Feb 03 2026

**ATTACHMENTS:**

[WALLER ELEM MARDI GRAS PARADE 2026](#)

**Reviewed By:**

Emily Pitts, Administrative Assistant  
Phyllis McGraw, City Clerk

Approved - Jan 22 2026  
Approved - Jan 23 2026



**BOSSIER CITY POLICE DEPARTMENT  
PARADE PERMIT APPLICATION CHECK LIST**



**BEFORE** the application is turned into the Police Department, please make sure the following has been done:

**PROOF OF INSURANCE CERTIFICATE ATTACHED**

(Bossier City Code of Ordinances Chapter 10, Article VI, Section 110-197 (b) (10): If the activity is proposed to include vehicles or animals, the applicant responsible for the proposed activity shall provide evidence that it has, in force, public liability insurance coverage in the minimum amount of \$500,000.00 to cover any damages which might result from the proposed activity. A certificate of insurance evidencing this level of coverage shall be included with all applications for a permit where these requirements apply.)

**PARADE PERMIT FEE (\$500.00) OR FEE WAIVER  
RESOLUTION PLACED ON CITY COUNCIL AGENDA**

(Bossier City Code of Ordinances Chapter 10, Article VI, Section 110-197 (b) (11): Permit fee. There shall be paid, at the time of filing the application for a parade permit, a fee of \$500.00. This fee may be waived in whole or in part by the city council.)

**COMPLETE APPLICATION AT LEAST SIXTY (60) DAYS  
PRIOR TO THE EVENT**

(Bossier City Code of Ordinances Chapter 10, Article VI, Section 110-197 (b): Any person or persons desiring to conduct or manage a parade shall make written application on forms provided, to city council at least sixty (60) days before the date on which the parade is to be conducted

**PLEASE ATTACH A MAP OF THE DESIRED ROUTE OR  
LOCATION OF THE PROPOSED ACTIVITY**

Name of Activity: Walker's mardi Gras Parade

Date of Activity: Feb. 17, 2026 Day of the week: Tuesday

Time of Activity: 1:30  AM  PM 2:30  AM  PM

ACTIVITY NO.: \_\_\_\_\_  
(Office Use Only)

TO: CHIEF OF POLICE  
BOSSIER CITY, LOUISIANA

The undersigned hereby makes application for a permit to close City streets of the City of Bossier City, Louisiana, and in support of such application, makes the following statements and representations:

**1. PERSON MAKING APPLICATION**

Name: Lucy Ryals Cell Phone: 337-577-2273  
Home Address: 563 Chiquian Dr. Home Phone: \_\_\_\_\_  
Business Address: 1130 Patricia Dr. BC, LA 71112 Work Phone: 318-549-6851  
Email Address: lucy.ryals@bossierschools.org

**2. CHAIRMAN OR PERSON IN CHARGE OF ACTIVITY**

Name: Shaunna Pierreee Cell Phone: 318-393-1200  
Home Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Business Address: 1130 Patricia Dr. Work Phone: 318-549-6855  
Email Address: shaunna.pierreee@bossierschools.org

**3. ORGANIZATION CONDUCTING ACTIVITY**

Name: Walter Elementary School  
Business Address: 1130 Patricia Dr. Work Phone: 318-549-6850  
Website: bossierschools.org/walter

**4. OFFICERS, DIRECTORS, AND TRUSTEES OF THE ORGANIZATION**

- a. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Contact Number: \_\_\_\_\_
- b. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Contact Number: \_\_\_\_\_
- c. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Contact Number: \_\_\_\_\_

**5. STATE THE PURPOSE OR OBJECTIVE OF THE PROPOSED ACTIVITY:**

Mardi Gras Parade for school.

**6. PROPOSED ROUTE OF ACTIVITY (ATTACH MAP)**

1<sup>st</sup> Choice: Front of the school to Patricia Dr.,  
Norman Place, then Inda St., ending at the  
front of the school.

2<sup>nd</sup> Choice: Opposite direction.

**7. ESTIMATED NUMBER OF PARTICIPANTS:**

Estimated Number of Pedestrians: 400

Estimated Number of Vehicles: 1

Estimated Number of Floats: 6 wagons

Estimated Number of Animals: \_\_\_\_\_

**8. PORTION OF STREET OR SIDEWALK DESIRED FOR USE:**

Entire street.

**9. LOCATION WHERE PARTICIPANTS WOULD ASSEMBLE AND DISASSEMBLE:**

All students will start the parade in front of  
the school and end at the front of the school.

**10. TIME PARTICIPANTS WOULD BEGIN TO ASSEMBLE: 12:45  AM  PM**

**11. PROPOSED SPACE BETWEEN UNITS: 10 FEET**





12. ANY ADDITIONAL INFORMATION THAT SHOULD BE CONSIDERED:

\_\_\_\_\_  
\_\_\_\_\_

I have carefully read the foregoing application and swear that every statement made therein is true and correct to the best of my knowledge and belief. I further agree to abide by the City of Bossier City's Ordinance for the issuance of Parade Permits in all respects, and understand that my Parade Permit may be revoked if the Ordinance is violated.

[Signature] Lucy Ryals \_\_\_\_\_  
Signature of Applicant Printed name of Applicant Date

DO NOT WRITE BELOW THIS LINE

Application received by: Shawn Poudrier Title: Sgt.  
Date: 1/15/26 Time: 9:30am

Insurance Certificate Received: Yes  No

This event will require 4 Uniformed Officers at the current off-duty rate of \$ per hour with a 4 hour minimum per Officer. This is payable to the Officers on their arrival at the event. RESERVE 6 MOTORS  
Reviewed by Patrol Administration: [Signature] 1/15/26  
Reviewer's Signature Date

Approved  Disapproved  [Signature] 01-15-26  
Chief Of Police Date

Approved  Disapproved  [Signature] 1.16.26  
Mayor Date

- Copies sent to:  
 Bossier City Council  
 Bossier City Patrol Administration  
 Bossier City Fire Department  
 Bossier City Reserve Unit