
Louisiana Housing Finance Agency



Legal Department

Christine Bratkowski
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January 9, 2008

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MEMORANDUM

To: Commissioner Allison Jones, Chairman
Commissioner Mark Madderra
Commissioner Lisa Woodruff-White
Commissioner Adell Brown, Jr.
Commissioner Guy Williams

From: Christine Bratkowski, Keith Cunningham and Leslie Strahan, Legal Department

Date: December 29, 2007

Re: Legal Committee

There will be a Legal Committee meeting, Wednesday, January 9, 2008, at 10:30 a.m. in Committee Room 1 at Louisiana Housing Finance Agency, located at 2415 Quail Drive, Baton Rouge, LA.

If you have any questions or concerns, please contact us.

January 9, 2008

LEGAL COMMITTEE MEETING

A regular meeting of the Louisiana Housing Finance Agency Legal Committee will be held on Wednesday, January 9, 2008, at 10:30 a.m., Louisiana Housing Finance Agency, Committee Room 1, located at 2415 Quail Drive, Baton Rouge, LA, by order of the Chairman.

Final Agenda

1. Call to order, roll call and introduction of guests
2. Approval of the minutes of December 12, 2007 Committee Meeting
3. Discussion of the Property Management RFP
4. Discussion of the Contract for Grace, Hebert
5. Discussion of the Cypress Architects Contracts
6. Discussion of Defaulted 202 Properties
6. Other Business
7. Adjournment

Milton J. Bailey, President

Pursuant to the provisions of LSA-R.S. 42:6.1, upon two-thirds vote of the members present, the Board of Commissioners of the Louisiana Housing Finance Agency may choose to enter Executive Session, and by this notice, the Agency reserves its right to go into Executive Session as provided by law.

**Louisiana Housing Finance Agency
Legal Committee Meeting Minutes
Wednesday, December 12, 2007
2415 Quail Drive
Committee Room 1
Baton Rouge, LA 70808
10:30 A.M.**

Commissioners Present

Allison A. Jones, Chairman
Lisa Woodruff-White
Dr. Adell Brown, Jr.
Guy Williams

Commissioners Absent

Mark Madderra

Legal Counsel Present

Keith Cunningham
Christine Bratkowski
Leslie Strahan

Staff Present

Milton Bailey
Loretta Wallace
Melanie Brocato
Brenda Evans

Others Present

Wayne Woods
Bill Smith
Scott Kirkpatrick
Herman Gesser, III
Adam Fishbein
Donald Robinson
Michael Adams
Consuela L. Green
Glenna Fallin
Maggie Tran

Linda Law Clark
Winston G. DeCuir, Jr.
Dianne Payton

Chairman Allison A. Jones called the meeting to order at 10:39:53 a.m. and asked for roll call. A quorum was established.

1. Call to order, roll call and introduction of guests.
2. **Approval of the minutes.** A motion was made by Commissioner Allison Jones, and a second by Commissioner Lisa Woodruff-White to approve the minutes of the September 12, 2007 and November 14, 2007 Legal Committee meeting. The minutes were approved.
3. **Discussion of the Duany Plater-Zyberk Site Planner/Architectural Contract for AHPP.** The contract has been reviewed by DeCuir, Clark and Adams Law Firm and Grace Hebert. Commissioner Allison Jones motioned that the contract be submitted to the full board with a recommendation for approval. There was a second by Commissioner Lisa Woodruff-White.
4. **Louisiana Family Recovery Corps (LFRC) Contract Approval for AHPP.** After discussion of the provisions of the social services contract and some budget issues, a motion was made by Commissioner Lisa Woodruff-White and a second by Commissioner Guy Williams to submit the contract to the full board with a recommendation for approval.
3. **DeCuir, Clark and Adams Law Firm Contract.** After a brief discussion of the review by DeCuir, Clark and Adams Law Firm of our contract with the architects and planners a motion was made by Commissioner Adell Brown, Jr. and seconded by Commissioner Lisa Woodruff-White to submit the contract to the full board with a recommendation for approval.
4. **Other Business.** The committee began a discussion on Annunciation Inn and immediately thereafter went into executive session. The committee returned from executive session at 11:13 a. m. There was a motion to approve a resolution for Annunciation Inn. The motion authorized the agency staff to evaluate a certification of insurance proceeds from the insured and agree to the sale by either releasing the LHFA's claim to insurance proceeds or reserving the LHFA's right to the proceeds. There was also a motion to approve a resolution for Nazareth I, II and St. John that if the insured submitted a certification of insurance proceeds for review that the LHFA would release the business interruption insurance for payment of energy bills. Both motions passed.
5. **Adjournment.** The committee adjourned at 11:15 a.m.

LOUISIANA HOUSING FINANCE AGENCY

Property Management

REQUEST FOR PROPOSALS

Key Proposal Dates

Date Issued **December 14, 2007**

Last Day to Submit Proposals **January 7, 2008**

REQUEST FOR PROPOSALS

FOR

PROPERTY MANAGEMENT

PART I. ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Background

Under general direction, performs a wide range of real property activities related to the lease of real property, rights-of-way and easements. Management of all aspects of State property leased for residential purposes; negotiates and oversees contracts with maintenance providers and other consultants and performs related duties as assigned.

1.1.1 Purpose

The purpose of this Request for Proposals (RFP) is to obtain competitive proposals from bona fide, qualified Proposers who are interested in providing management services to LHFA owned rental properties in New Orleans, Louisiana described as the following:

Willowbrook Apartments, (hereinafter referred to as the "Property" or "Premises") located at 7001 Bundy Road, New Orleans, Louisiana with 408-unit multi-family housing rental properties.

1.1.2 Goals and Objectives

- Develops requests for proposals (RFP's) and contracts for appraisers and other professional consultants; reviews and evaluates proposals/contracts; negotiates and selects consultant/contractor; manages consultant and arranges for payment.
- Prepares legal documents for property management, and other agreements as needed, including purchase contracts, deeds, appraisal summary statements, leases, temporary and permanent easements, right of entries, possession and use agreements, escrow instructions, and licenses or permits.
- Negotiates and manages leases for property. Maintains a monitoring/tracking system for leased facilities.
- Manages ongoing leases including maintaining monitoring systems; acts as tenant liaison; presents information to the LHFA; negotiates modifications in rent payment structure as necessary;
- Maintains inventory and related records of LHFA owned real property.
- Prepares budget for Property Management function.

1.2 Definitions

- A. Shall – The term “shall” denotes mandatory requirements per R.S. 39:1556(24).
- B. Must - The terms “must” denotes mandatory requirements.
- C. May - The term “may” denotes an advisory or permissible action.
- D. Should – the term “should” denotes desirable
- E. Contractor – Any person having a contract with a governmental body.
- F. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- G . State- The State of Louisiana.
- H. Discussions- For the purposes of this RFP, a formal structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.

1.3 Schedule of Events

	<u>Date</u>	<u>Time (CT)</u>
1. RFP published and posted to LHFA website.	12-14-07	12:00pm
2. Proposal Opening Date (deadline for submitting proposals)	01-07-08	12:00pm
3. Notice of Intent to Award to be mailed	01-09-08	
4. Contract Initiation	01-09-08	

NOTE: The LHFA reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.

1.4 Proposal Submittal

This RFP is available in electronic form at the LHFA website <http://www.lhfa.state.la.us/index.php>. It is available in PDF format or in printed form by submitting a written request to the Louisiana Housing Finance Agency Legal Department.

All proposals shall be received by the Louisiana Housing Finance Agency **no later than the date and time shown in the Schedule of Events.**

Important - Clearly mark outside of envelope, box or package with the following information and format:

X **Proposal Name:** **Property Management**

X **Proposal Opening Date:** **01-07-08=**

Proposals may be mailed through the U. S. Postal Service, or delivered by hand or courier to our physical location at:

Louisiana Housing Finance Agency
2415 Quail Drive
Baton Rouge, LA 70808
Attn: Keith Cunningham c/o Melanie Brocato
Re: Response to RFP for Property Managers
Voice: 225.763.8700
Fax: 225.763.8710
Website: www.lhfa.state.la.us
E-mail: KCunningham@lhfa.state.la.us

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal. Proposals may not be delivered by facsimile transmission or other electronic telecommunications means

1.5 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should exhibit The Proposer’s understanding and approach to the project. It should contain a summary of Proposer’s ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the Agency.

By signing the letter and/or the proposal, the Proposer certifies compliance with the signature authority required in accordance with L.R.S.39:1594 (Act 121). The person signing the proposal must be:

- A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; or
- An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
- Other documents indicating authority which are acceptable to the public entity.

The cover letter should also

- Identify the submitting Proposer;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and e-mail address of the contact person for technical and contractual clarifications throughout the evaluation period.

- B. **Table of Contents**: Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience**: History and background of Proposer, financial strength and stability, corporate office, related services provided to government entities, existing customer satisfaction, demonstrated volume of merchants, etc.
- D. **Innovative Concepts**: Presentation of innovative concepts, if any, for consideration.
- E. **Financial Proposal**: Proposer's fees and other costs, if any, shall be submitted. Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the Agency.

1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Five (5) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 1.6). One (1) electronic copy should be included.

1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP

are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.6 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing Proposer or other person seeks review or copies of another Proposer's confidential data, the Agency will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the Agency and hold the Agency harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the Agency to disclose the information. If the owner of the asserted data refuses to indemnify and hold the Agency harmless, the Agency may disclose the information.

The Agency reserves the right to make any proposal, including proprietary information contained therein, available to personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the Agency in its evaluation of the proposal. The Agency shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from the legal staff of the Louisiana Housing Finance Agency. When submitting your redacted copy, you should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed."

1.7 - Errors and Omissions in Proposal

The Agency will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The Agency reserves the right to make corrections or clarifications due to patent errors identified in proposals by the Agency or the Proposer. The Agency, at its option, has the right to request clarification or additional information from the Proposer.

1.8 Changes, Addenda, Withdrawals

The Agency reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The Agency also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

1.9 - Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the agency soliciting proposals.

1.10 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the Agency pursuant to the RFP.

1.11 Waiver of Administrative Informalities

The Agency reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.12 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract. The Agency reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the Agency to do so. The Agency may enter into negotiation with Proposer to the RFP as may be necessary or appropriate to refine the scope of services, fee arrangements, or any other aspect of the services to be provided herein.

1.13 Ownership of Proposal

All materials (paper content only) submitted in response to this request become the property of the Agency. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the Agency and not returned to Proposers. Any copyrighted materials in the response are not transferred to the Agency.

1.14 Cost of Offer Preparation

The Agency is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the Agency of Louisiana.

1.15 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.16 Taxes

Any taxes, other than state and local sales and use taxes, from which the state is exempt, shall be assumed to be included within the Proposer's cost.

1.17 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the Agency reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.18 Prime Management Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The Agency shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.19 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the Agency urges the prime contractor to use Louisiana vendors, including small and emerging businesses, if practical. In all events, any subcontractor used by the prime should be identified to the Agency.

Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

1.20 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, the Agency reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the Agency's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

1.21 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

1.22 Evaluation and Selection

Staff shall evaluate all proposals. Staff will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Louisiana Housing Finance Agency Board of Directors for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to the Agency, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the Agency.

1.23 Contact Prohibitions

It is the express policy of the Agency that prospective respondents to this RFP refrain from initiating any direct or indirect contact or communication with Agency staff or members of the Agency's Board of Commissioners with regard to the selection process for the Agency's communication campaign. Any violation of this policy will be considered a basis for disqualification.

1.24 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the Agency's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the Agency may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

1.25 Contract Award and Execution

The Agency reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda and the proposal of the selected Contractor will become part of any contract initiated by the Agency.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the contract within **seven calendar** days of delivery of it, the Agency may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

The Agency intends to award to a single Proposer.

1.26 Notice of Intent to Award

Upon review and approval by the LHFA Board of Commissioners, of the staff's recommendation for award, LHFA will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the Agency, the Agency may elect to cancel the Notice of Intent to Award letter and make the award to the next most advantageous Proposer.

LHFA will also notify all unsuccessful Proposers as to the outcome of the evaluation process.

1.27 Insurance Requirements

Manager shall procure and maintain 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 Manager, his agents, representatives, employees or subcontractors. General liability insurance shall name the Louisiana Housing Finance Agency/State of Louisiana as an additional insured. Manager shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates for each subcontractor. During the term hereof, Manager will furnish proof of the continued effectiveness of such insurance to Owner. Manager shall maintain limits no less than:

- a. **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- b. **Automobile Liability:** \$1,000,000 combined single limit per accident, for bodily injury and property damage.
- c. **Workers Compensation and Employers Liability:** Workers Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Liability insurance, and worker's compensation insurance in amounts and scope reasonably satisfactory to Owner.

1.28 Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment. By signing and submitting any proposal for \$100,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.epls.gov>

PART II SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

Property Management

Provide overall Property Management, coordination with LHFA monthly progress reports, and invoicing. This effort will include the following elements:

Provide full service, professional property management services ("Management Services") necessary to maintain and preserve the and property located at . The property manager will be responsible for regularly assessing the conditions of the property and its systems; developing and implementing operations, preventive maintenance, and establishing capital plans necessary to maintain, preserve, and keep the premises in good repair and condition. The services of the Property Manager are to be of a scope and quality generally performed by professional property managers and performed in a reasonable, diligent and careful manner so as to manage and supervise the operation, maintenance and servicing of the property in a manner that is comparable to, or better than, that generally found in other apartment complexes located in the New Orleans market. Services shall be provided in accordance with the highest standards of professionalism, skill, workmanship, and applicable trade practices and shall conform to all applicable codes and regulations.

The Property Manager's responsibilities shall include but not necessarily be limited to the following:

1. Maintaining continuous communication with assigned LHFA staff on all property related issues including conducting meetings and providing required written reports on a monthly basis, or such other schedule as may be determined.
2. Assessing the conditions of the property and its systems and reviewing all existing warranties, manufacturer's instructions and other contracts within the first thirty (30) days of the contract. Proposer shall then formulate a preventive maintenance schedule in accordance with manufacturer's recommendations.
3. Developing and implementing a comprehensive facility operation plan and manual including preventative maintenance plans.
4. Reviewing existing property-related service contracts and make a recommendation to the LHFA on when such contracts should be rebid and developing and implementing bid packages for such service contracts.
5. Developing Annual Operating and Preventative Maintenance Budgets for submission to and approval by LHFA.
6. Hiring, or causing to be hired, paid and supervised, all persons necessary to properly maintain and operate the complex who, in each instance, shall be the Property Manager's employee.

7. Maintaining the apartment complex in such condition as required by this RFP and as otherwise may be deemed advisable by LHFA including preventative maintenance on the complex and equipment, painting, interior and exterior cleaning, and causing routine repairs and incidental alterations of the complex to be made, including, but not limited to, electrical, plumbing, steamfitting, carpentry, masonry, and any other routine repairs and incidental alterations as may be required in the course of ordinary maintenance and care of the complex. Where specifications or standards are not included herein, maintenance shall be in accordance with manufacturer's recommendations and standards.
8. Ensuring that maintenance and repairs are performed by trained technicians.
9. Soliciting, bidding and entering into contracts for any necessary equipment maintenance, trash removal, vermin extermination, landscaping, lawn care and tree maintenance, fire alarm testing/inspection and other services as shall be advisable.
10. Ensuring that any equipment to be replaced shall be new or remanufactured and shall be manufactured by a reputable manufacturer. All substitutes for the original manufacturer's equipment related to the upgrading of equipment shall be Energy Star® compliant, if available. Property Manager shall submit any proposed purchases to LHFA for its review and approval.
11. Ensuring that any new equipment be guaranteed for a minimum of one (1) year from the date of replacement and replaced at no cost to LHFA if found defective during that time.
12. Providing emergency services as needed on a twenty- four (24) hour, seven (7) days a week basis. The Property Manager agrees to provide an emergency telephone service on a twenty-four (24) hour, seven (7) days a week basis.
13. Establishing rental guidelines in compliance with current HUD restrictions on the property.
14. Establishing, subject to LHFA's approval, a segregated bank account (hereinafter referred to as the "Operating Expense Account") , subject to LHFA's approval, for the purposes of maintaining funds available for Property Manager's payment of supplies, equipment, and services associated with maintaining and repairing the property.
15. Maintaining a log of all hours of work completed by all employees and subcontractors. Reviewing all bills received for services, work, and supplies ordered in connection with maintaining and operating the Apartment Complex and cause such bills to be paid from funds deposited in an Operating Expense Account.
16. Providing monthly budget reports to LHFA and, when necessary, developing plans to address any possible funding shortfalls.
17. Establishing and maintaining orderly books, records and files containing correspondence, receipted bills, contracts and vouchers and all other documents and papers pertaining to the Complex and the operation and maintenance thereof, which LHFA may review at any time.
18. Providing written monthly reports to LHFA within ten (10) working days of the end of each month including a precise description of services provided to the complex, including all systems and equipment, number of employees/subcontractors involved, and the costs incurred.

20. Property Management Services included above include, but are not limited to:

- a. Lighting Systems
- b. Pest Management
- c. Landscaping, tree maintenance, and maintaining walkways.
- e. Daily responsiveness to problems identified by tenants
- f. Rubbish Removal
- g. Quarterly site inspections and provide verification of such inspection.
- h. Solicit written bid proposals from at least three (3) qualified suppliers or service providers on each requirement having an expected value greater than \$5,000.
- i. Maintain inventory, supply list and spare parts documentation
- j. Provide five (5) year Capital Repair and Improvement Plan
- k. Fire Alarm and Fire Suppression Systems
- l. Provide staff to maintain and perform routine inspections and required maintenance
- m. Maintain all drawings, as-builts and other schematic drawings current as well as site/equipment manuals
- n. Plumbing
- o. Provide timely monthly operating report with invoice
- p. Review work order, maintenance tracking and scheduling systems.
- q. Maintain grounds and parking lot
- r. Provide Operational and Preventative Maintenance Plans
- s. Security
- t. Painting

21. With the prior written consent of LHFA, negotiating and reviewing contracts to be entered into by the Property Manager for capital repairs and improvements to the complex and supervising all work to be performed under such contracts and authorizing payment for all work performed under such contracts. Engage as necessary architects' and engineers' services required for the planning and supervision of alterations and/or improvements made or proposed to be made to the Complex.

22. The Property Manager will be responsible for the completion of a variety of administrative and reporting requirements as part of its Management Fee including:

1. Upon award of the contract and prior to the start of any work, the Property Manager shall be available for an initial job meeting with LHFA. This meeting shall include a review of all use rules and an introduction to the organization and appropriate staff.

2. Leasing and Occupancy

- a. Supervision of Assistant Manager and Leasing Agents
- b. Applications
- c. Determining Resident Eligibility
- d. Criteria in accordance with written Resident Selection Policy
- e. Leasing
- f. Re-certification of Residents

3. Rent Collections

- a. Security Deposits
- b. Rent Collection
- c. Resident Accounting
- d. Delinquent Accounts

4. Unless otherwise determined, there shall be quarterly meetings for the following purposes:

- a. Review property management progress and quality of work.
- b. Identify and resolve problems.
- c. Coordinate the efforts of all concerned so that these services are rendered efficiently and effectively.
- d. Maintain a sound working relationship between the Property Manager and LHFA.
- e. Maintain a mutual understanding of the contract.
- f. Maintain sound working procedures.

23. Perform such other property management tasks for LHFA properties as may be mutually agreed upon.

Administrative Services

2.2 Administration

- a. Rental Office Administration
- b. Resident Files
- c. Preparation of basic HUD reports
- d. Inventory Controls of Personal Property on the Development

Miscellaneous Services

2.3 Period of Agreement

The initial term of the contract(s) awarded pursuant to this RFP will be for three years with LHFA retaining two one year options to renew exercisable at the sole discretion of LHFA. LHFA expects to award a contract to the successful proposer on January 09, 2008 and the contract is expected to commence on or before January 11, 2008.

2.4 Deliverables

Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

2.5 Location

The locations the work/delivery/service is to be performed, completed and managed is at the following locations: The LHFA Office Baton Rouge, Louisiana, and Willowbrook Apartments,

located at 7001 Bundy Road, New Orleans, Louisiana, with 408-unit multi family housing rental properties (hereinafter referred to as the "Property" or "Premises") .

2.6 Proposal Elements

2.6.1 Financial

Proposal shall include prices as well as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish the Agency to consider.

2.6.2 Technical

No evaluation will be considered of any firm that is unable to demonstrate to the satisfaction of the evaluation team that the firm has successfully managed a minimum of three residential complexes consisting of at least 200 units in each of the past three years for other property owners. The firm must have a direct contractual agreement for the referenced properties and the scope of property management services must be at least as extensive as the services required by this RFP.

Each Proposer should address how their company will meet all the requirements of this RFP including information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years), information demonstrating the Proposer's understanding of the nature and scope of this project., with particular attention to

- Staffing: The Proposer shall also provide:
 - a. The size and experience of the corporate staff pool from which staff assigned to the management contract can be drawn.
 - b. The level of staff to be assigned to this project. Identified staff must have direct property management related experience.
 - c. The composition of the staff team the Proposer shall dedicate to this assignment including:
 - i. The names of the employees in the area responsible for this contract,
 - ii. Their function in the company, title, and number of years service with the Proposer's firm.
 - iii. Detailed resumes for the specific individuals designated to work on this contract, specifying educational and work experiences deemed relevant to the type of work to be undertaken.
 - d. The name of the person designated as the "Project Leader" who will be responsible for the coordination of work efforts of the other individuals. Information to be provided regarding the project leader is to include:

- i. Length of career in providing Property Management Services
- ii. Professional designations
- iii. Number and size of properties managed in the last three years

e. Indicate the anticipated volume of work to be performed directly and to be subcontracted. Where any subcontractor shall be utilized in a particular discipline describe, if known, the subcontractor's qualifications in detail.

- References: The Proposer shall also provide:

Each Proposer must submit a list of at least three (3) references documenting its experience including the following information for all property management services provided over the last three years, or currently in process:

- a. A listing of all complexes where the Proposer is the property manager highlighting those properties that have leases with the State of Louisiana or other governmental organizations.
- b. Firm's list of notable accomplishments including name of entity or company serviced, transaction size, level of difficulty, and dates from onset to conclusion.
- c. Team personnel assigned to the project.
- d. Name and Title of Reference.
- e. Telephone number(s).

Include a contact person and telephone number for each reference.

LHFA retains the right to request any additional information pertaining to the Proposer's ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.

- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the Agency to consider.

PART III EVALUATION

The following criteria will be evaluated when reviewing the proposals. The proposal will be evaluated in light of the material and the substantiating evidence presented to the Agency, not on the basis of what may be inferred.

Entities that are unable to demonstrate to the satisfaction of the evaluation team that they have the necessary expertise and experience to complete the scope of services within necessary time frames will not be considered. Each Proposal will be evaluated using the following criteria:

Technical and Management Proposal

The technical and management proposal will be scored in accordance with the following criteria.

A. Approach and Scope of Services

1. Completeness. The proposal is complete and follows the outline in section VIII of this RFP.
2. Quality of approach and methodology for performing the effort clearly demonstrates an understanding of the applicable issues and requirements for property management.
3. Quality, clarity and completeness of scope of services, including extent to which alternative approaches/tasks will achieve objectives.
4. Quality, clarity and completeness of the sample (or actual, if available) property management manual.
5. Actual location of firm's principle office.

B. Experience

1. Quality, extent and relevance of Proposer's operational experience (including sub-contractors) in conducting all facets of property operations.
2. Quality, extent and relevance of Proposer's property management experience (including sub-contractors) in conducting similar efforts, particularly of a magnitude and setting similar to that described by this RFP.
3. Quality, extent and relevance of experience, education and training of key personnel (including subcontractors).
4. References
 - a. Proposer's service capability, reputation, facilities, equipment and past performance.
 - b. Proposer's previous performance in contracts or business dealings with municipal, state or federal agencies, or other entities.

C. Organization, Staffing and Management Plan

1. Quality of project organization and management plan; extent to which they will provide for successful, timely and fully compliant program implementation as evidenced by the:
 - a. Plan for controlling the effort.
 - b. Coordination of subcontractors, joint ventures or teaming arrangements.
 - c. Plan for phasing personnel into the effort.
 - d. Quality of interaction and coordination with LHFA
 - e. Reporting methodologies.

3.1 Financial Proposal

The following financial criteria will be evaluated:

Prices proposed by the Proposers should be submitted on a price schedule furnished by Proposer. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost. The Proposer must include an itemized listing of all expenses or fees, if applicable, that are expected to be paid by the agency.

DRAFT AIA[®] Document B209[™] - 2005

Standard Form of Architect's Services:

Construction Contract Administration, for Use Where the Owner Has Retained Another Architect for Design Services

for the following PROJECT:

(Name and location or address)

Federal Emergency Management Agency (FEMA) Alternative Housing Pilot Program (AHPP)

THE OWNER:

(Name and address)

Louisiana Housing Finance Agency (LHFA)
2415 Quail Drive
Baton Rouge, Louisiana 70808

THE ARCHITECT:

(Name and address)

Grace & Hebert Architects, APAC
9332 Bluebonnet Boulevard
Baton Rouge, Louisiana 70810

THE OWNER'S DESIGN ARCHITECT:

(State the name and address of the Owner's Design Architect described in Section 1.1 exactly as identified in the agreement between the Owner and the Owner's Design Architect.)

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.

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

Before using this document, verify whether the jurisdiction where the Project is located requires the architect that signs and/or seals the Contract Documents also to perform construction contract administration.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B141[™]-1997, Standard Form of Agreement Between Owner and Architect, to provide the Architect's sole scope of services, or with B141 in conjunction with other standard form services documents. It may also be used with G606[™]-2000, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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TABLE OF ARTICLES

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- 2 SUPPORTING SERVICES
- 3 CONSTRUCTION PROCUREMENT SERVICES
- 4 CONTRACT ADMINISTRATION SERVICES
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- 6 OTHER SERVICES
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ARTICLE 1 PROJECT ADMINISTRATION SERVICES

§ 1.1 The Architect (hereinafter, the Contract Administration Architect) shall provide Construction Contract Administration Services for the Project independently of the Owner's Design Architect, who is responsible for preparing the Project Design and Contract Documents for the Project but is not a party to this Agreement.

§ 1.2 The Contract Administration Architect shall administer the Contract for Construction. The Contract Administration Architect shall coordinate its services and those of its consultants with those services provided by the Owner and the Owner's consultants, including the Owner's Design Architect.

§ 1.3 The Contract Administration Architect shall consult with the Owner's Design Architect as required herein to perform the Contract Administration Services. When the Contract Administration Architect is required to consult with the Owner's Design Architect, the Contract Administration Architect shall inform the Owner and the Owner's Design Architect of the matter and the nature of the response requested. If the Contract Administration Architect does not receive a response with reasonable promptness or is unable to agree with the response received, the Contract Administration Architect shall notify the Owner, who shall promptly (1) consult with the Owner's Design Architect and the Contract Administration Architect, (2) decide the matter, and (3) notify both the Owner's Design Architect and the Contract Administration Architect of its decision. The Contract Administration Architect shall not be responsible for untimely performance on the part of the Owner's Design Architect.

§ 1.4 The Contract Administration Architect's responsibility to provide the Contract Administration Services commences with Construction Procurement Services and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

§ 1.5 The Contract Administration Architect shall provide administration of the Contract between the Owner and the Contractor as set forth herein and in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Contract Administration Architect.

§ 1.6 The Contract Administration Architect shall be a representative of and shall advise and consult with the Owner (1) during the provision of the Construction Procurement and Contract Administration Services and (2) if agreed to in an amendment to this Agreement, from time to time during the Contractor's obligations under the correction period described in the Contract Documents. The Contract Administration Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement, unless otherwise modified by written amendment.

§ 1.7 The Contract Administration Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Contract Administration Architect's response to such requests shall be made in writing, with reasonable promptness and within any time limits agreed upon.

§ 1.8 Interpretations and decisions of the Contract Administration Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents. The Contract Administration Architect shall consult with the Owner's Design Architect before issuing interpretations and decisions in writing or in the form of drawings. When making such interpretations and decisions, the Contract Administration Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

§ 1.10 The Contract Administration Architect shall decide matters relating to aesthetic effect. The Contract Administration Architect shall consult with the Owner's Design Architect before deciding such matters. Such decisions shall be final if consistent with the intent expressed in the Contract Documents.

§ 1.11 The Contract Administration Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor.

§ 1.12 Terms in this document shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

ARTICLE 2 SUPPORTING SERVICES

§ 2.1 Unless specifically designated in Article 7, the services in this Article shall be provided by the Owner or the Owner's consultants and contractors.

§ 2.2 The Owner shall provide the Contract Administration Architect with a complete set of Contract Documents and shall obtain from the Owner's Design Architect the necessary license to permit the Contract Administration Architect to reproduce the Owner's Design Architect's Instruments of Service and to use them in performing the Construction Contract Administration Services. The Owner shall indemnify the Contract Administration Architect for any copyright claims arising from the Contract Administration Architect's use of the Owner's Design Architect's Instruments of Service while performing the Construction Contract Administration Services.

§ 2.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.

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

§ 2.5 For coordination purposes, the Owner shall provide the Contract Administration Architect with a copy of the agreement between the Owner and the Owner's Design Architect.

§ 2.6 The Owner shall furnish the services and timely performance of the Owner's Design Architect for the benefit of the Contract Administration Architect in performing the Construction Contract Administration Services.

§ 2.7 The Owner shall furnish to the Contract Administration Architect a complete copy of the executed Contract for Construction.

§ 3.5 NEGOTIATED PROPOSALS

§ 3.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 3.5.2 If requested by the Owner, the Contract Administration Architect shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The Owner shall pay directly for the cost of reproduction or shall reimburse the Contract Administration Architect for such expenses.

§ 3.5.4 The Contract Administration Architect, in consultation with the Owner's Design Architect, shall consider requests for substitutions, if permitted by the Proposal Documents.

§ 3.5.5 If requested by the Owner, the Contract Administration Architect shall assist the Owner during negotiations with prospective contractors. The Contract Administration Architect shall subsequently prepare a summary report of the negotiation results, as directed by the Owner, which will be billed according to the current hourly rates of the Construction Administration Architect separately from the base fee.

ARTICLE 4 CONTRACT ADMINISTRATION SERVICES

§ 4.1 EVALUATIONS OF THE WORK

§

§ 4.1.2 The Contract Administration Architect shall report to the Owner and the Owner's Design Architect known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Contract Administration Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Contract Administration Architect shall be responsible for the Contract Administration Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.1.3 The Contract Administration Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 4.1.4 Except when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Contract Administration Architect about matters arising out of or relating to the Contract Documents. The Owner shall notify the Contract Administration Architect of any direct communication between the Owner and the Contractor. Communications by and with the Contract Administration Architect's consultants shall be through the Contract Administration Architect.

§ 4.1.5 The Contract Administration Architect shall have authority to reject Work that does not conform to the Contract Documents. The Contract Administration Architect shall consult with the Owner's Design Architect before rejecting such Work. Whenever the Contract Administration Architect considers it necessary or advisable, the Contract Administration Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Contract Administration 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 Contract Administration Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 4.2 CERTIFICATION OF PAYMENTS TO CONTRACTOR

§ 4.2.1 The Contract Administration Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Contract Administration Architect shall consult with the Owner's Design Architect before issuing Certificates for Payment. The Contract Administration Architect's certification for payment shall constitute a representation to the Owner, based on the Contract Administration Architect's evaluation of the Work as provided in Section 4.1 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Contract Administration Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Contract Administration Architect.

§ 4.2.2 The issuance of a Certificate for Payment shall not be a representation that the Contract Administration Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 4.2.3 The Contract Administration Architect shall maintain a record of the Contractor's Applications for Payment.

§ 4.3 SUBMITTALS

§ 4.3.1 The Contract Administration Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Upon the request of the Owner's Design Architect, the Contract Administration Architect shall forward designated Contractor's submittals to the Owner's Design Architect for review and approval. The Contract Administration Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Contract Administration 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 Contract Administration Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Contract Administration Architect, of any construction means, methods, techniques, sequences or procedures. The Contract Administration Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.3.2 The Contract Administration Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 4.3.3 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 Contract Administration Architect, after consulting with the Owner's Design Architect, shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Contract Administration Architect. The Contract Administration Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 4.4 CHANGES IN THE WORK

§ 4.4.1 The Contract Administration Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Contract Administration Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time that are consistent with the intent of the Contract Documents. If necessary, the Contract Administration Architect shall prepare, reproduce and distribute drawings and specifications to describe Work to be added, deleted or modified, as provided for in Section 1.9. The Contract Administration Architect shall consult with the Owner's Design Architect before preparing drawings and specifications to describe Work to be added, deleted or modified.

§ 4.4.2 The Contract Administration Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Contract Administration Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Contract Administration Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Contract Administration Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§ 4.4.3 If the Contract Administration Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Contract Administration Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Contract Administration Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Contract Administration Architect. With the Owner's approval, the Contract Administration Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 4.4.4 The Contract Administration Architect shall maintain records relative to changes in the Work.

§ 4.5 PROJECT COMPLETION

§ 4.5.1 The Contract Administration Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. The Contract Administration Architect shall consult with the Owner's Design Architect before making such determinations or issuing such certificates.

§ 4.5.2 The Contract Administration Architect's inspection shall be conducted with the Owner's designated representative and, when directed by the Owner, the Owner's Design Architect to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 4.5.3 When the Work is found to be substantially complete, the Contract Administration Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

§ 4.5.4 The Contract Administration Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

ARTICLE 5 SCHEDULE OF SERVICES

§ 5.1 Contract Administration Services beyond the following limits shall be provided by the Contract Administration Architect as a Change in Services in accordance with the accompanying Owner-Architect Agreement:

Project Management

Provide overall Construction Management, coordination with LHFA & FEMA, monthly progress reports, and invoicing. This effort will include the following elements:

- a. Prepare project instructions on contract administration procedures to be used during construction.
- b. Review monthly expenditures and invoices, and submit project progress-documents to LHFA.

Preconstruction Services

- a. Review proposed development and construction budget, and total project cost-loaded CPM schedule submitted by the Development Team. Submit proposed modifications – if any – to LHFA & FEMA.
- b. Project Kick-Off Meeting: Prepare an agenda, distribute notices and conduct a project "kick-off" meeting. Construction Manager (the "CM") shall prepare a written record of the meeting, and distribute copies of the minutes to attendees and affected agencies, staff, etc. Purpose of the meeting is to confirm LHFA intent, clarify roles and responsibilities, review proposed reporting formats and frequency, and discuss "project performance metrics."
- c. Review Developing Team's construction plan for compliance with LHFA and FEMA requirements.

Construction Services

- a. Observe construction progress to enable communication between the Development Team and LHFA. By providing such assistance, the CM shall assume no responsibility for proper construction techniques and job site safety. The presence of the CM's personnel at the construction site is for the purpose of providing a

greater degree of confidence that the completed work will conform to the Contract Documents, and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Development Team. The CM shall endeavor to protect all parties against defects and deficiencies in the work of the Contractor(s), but cannot guarantee the Contractors' performance and shall not be responsible for construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the work performed by the construction contractor(s) and any subcontractors.

- b. Prepare weekly construction reports, detailing the contractors operations performed for each day the CM is on site; measure the quantities of materials installed, log equipment and staff used, and other items.
- c. Resolve conflicts that may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed, including response to related questions from adjacent property owners and the general public.
- d. Prepare field records and documents to help assure the project is administered in accordance with Federal, State, and/or funding agency requirements.
- e. Attend and actively participate in weekly on-site meetings.
- f. Provide periodic photographs during the course of construction. Photographs shall be labeled with date taken and subject matter.
- g. Upon substantial completion of work, develop a punch list. This list shall be issued with the Certificate of Substantial Completion.

Administrative Services

- a. Liaison with LHFA, FEMA & Development Team on a regular basis to discuss project issues and status.
- b. Provide technical interpretations of the Contract Documents, and evaluate requested deviations from the approved design or specifications.
- c. Lead weekly meetings by preparing agenda, meeting minutes, and distributing copies of minutes to attendees. Outstanding issues to be tracked on a weekly basis.
- d. Prepare monthly requests for payments. Review with LFHA, FEMA and Development Team and process, as permitted. Review Development Team's pay request and schedule. Perform "Earned Value Analysis" to support the submitted pay request.
- e. Review monthly cost projections for the project, and submit evaluation to LHFA.
- f. Following completion of all punch list work, prepare letter to LHFA recommending project acceptance.
- g. Project closeout work shall include transfer of all project documents to LHFA for permanent storage.
- h. Submittal processing:
 - i. Shop drawings. Coordinate review process for shop drawings, samples, test reports and other data submitted by the Development Team for compliance with the information required by the contract documents. Submittals shall be logged and tracked.
 - ii. Request for Information (RFI). Review and respond to RFI's, or obtain input from the designer. RFI's shall be tracked and logged.

Miscellaneous Services

- a. Conduct one (1) "team building" session per calendar year for the LHFA, and the Development Team associated with the project. The purpose of the session is to confirm that all stakeholders remain committed to the project stated intent and objectives.
- b. Assist LHFA with the coordination of similar Katrina Cottage programs to ensure synchronization with Development Team activities.
- c. Support LHFA with presentation support to internal and external interested parties.

Period of Agreement

The term of any contract resulting from this solicitation shall begin on or about November 1, 2007 and continue until all reporting and performance requirements are complete for the life of the AHPP agreement (approximately 4 years).

Deliverables

The deliverables listed in this section are the minimum desired from the successful Proposer.

- I. Preconstruction Conference Minutes
- II. Daily Reports – as part of a project monthly report.
- III. Test Reports.

**AGREEMENT BETWEEN DEVELOPER AND ARCHITECT
FOR CERTAIN ARCHITECTURAL AND RELATED SERVICES**

AGREEMENT made as of the _____ day of _____ in the year
of Two Thousand and Eight,

BETWEEN the Developer:

Cypress Realty Partners, LLC
251 Florida Street, Suite 210
Baton Rouge, Louisiana 70801

and the Architect:

Looney Ricks Kiss Architects, LLC
5615 Corporate Blvd., Suite 100B
Baton Rouge, Louisiana 70808

For the following Project:

Name – Louisiana Implementation of the Alternative Housing Pilot Program

Description – Housing developments at several separate sites in southern Louisiana to provide transitional to permanent housing in the wake of Hurricanes Katrina and Rita pursuant to an agreement entered into by the Developer with the Louisiana Housing Finance Agency (hereinafter “LHFA”) entitled “Developer Services Agreement” (attached hereto and made part hereof as Exhibit A)

Involving, but not limited to, the following members of the Project team:

Katrina Cottages Residential Designer:
Marianne Cusato (hereinafter “Cusato”)

Dovetail Cottages Architect and Housing Development Site Designer:
Duany Plater-Zyberk & Company, LLC (hereinafter “DPZ”)

Engineer / Contractor:
Shaw Environmental and Infrastructure (hereinafter “Shaw”)

Manufacturer of Modularized Components:
Worthington Industries (hereinafter “Worthington”).

Materials Provider:
Lowe’s Home Improvement

The Developer and Architect agree as set forth below.

ARTICLE 1 – DEVELOPER’S RESPONSIBILITIES

- 1.1 The Developer shall cooperate with the Architect and other members of the Project team.
- 1.2 The Developer shall provide full information in a timely manner regarding requirements for and limitations on the Project, including the Developer’s objectives, schedule, constraints and other criteria
- 1.3 The Developer shall designate a representative authorized to act on the Developer’s behalf with respect to the Project. The Developer or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.
- 1.4 As reasonably required by the scope of the project, the Developer shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- 1.5 As reasonably required by the scope of the project, the Developer shall furnish the services of geotechnical engineers when such services are requested by the Architect.
- 1.6 The Developer shall furnish the services of consultants, other than geotechnical engineers, when such services are requested by the Architect and are reasonably required by the scope of the Project.
- 1.7 The Architect shall be entitled to rely upon the accuracy and completeness of any information, surveys and reports furnished pursuant to Paragraphs 1.4 through 1.6.

ARTICLE 2 - ARCHITECT’S RESPONSIBILITIES AND SCOPE OF SERVICES

2.1 ARCHITECT’S GENERAL RESPONSIBILITIES

- 2.1.1** The Architect shall cooperate and consult with the Developer as well as the other members of the Project team to fulfill its obligations under this Agreement.
- 2.1.2** The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Developer's approval a schedule for the performance of the Architect's services which may be adjusted as the project proceeds. This schedule shall include allowances for periods of time required for the Developer's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Developer shall not, except for reasonable cause, be exceeded by the Architect or Developer.
- 2.1.3** The Architect shall be properly licensed, to perform its services pursuant to this Agreement, by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the Project and shall be authorized to do business in the State of Louisiana.
- 2.1.4** The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.
- 2.1.5** The Architect shall be responsible for compliance with all applicable laws, statutes, ordinances, building codes, and governmental rules and regulations.
- 2.1.6** The Architect shall be responsible, to a reasonable standard of care, for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished under this Agreement. The Architect shall without additional compensation, correct or revise any errors or deficiencies in the designs, drawings, specifications, and other services.
- 2.1.7** To the extent that the provisions of the Development Services Agreement (Exhibit A, hereinafter "DS Agreement") apply to the Architect's services, the Architect shall (a) perform its services consistent with the DS Agreement and (b) assume toward the Developer all obligations and responsibilities which the Developer, under the DS Agreement, assumes toward the LHFA. This includes, but is not limited to, obligations and responsibilities regarding (a) accounts, records, audits, and reports; (b) labor and contracting practices; and (c) allowable costs.
- 2.1.8** To the extent that the provisions of the DS Agreement apply to the Architect's services, the Developer shall have the benefit of all rights, remedies and redress against the Architect which the LHFA, under the DS Agreement, has against the Developer.
- 2.1.9** Where a provision of the DS Agreement is inconsistent with a provision of this Agreement, this Agreement shall govern unless it is a matter controlled by law. Where the matter is controlled by law, whether a law of general applicability or a law applicable to this transaction that emanates from a federal grant and resulting state contract, the law shall govern.

- 2.1.10** The Architect acknowledges that goals of this Project include (a) establishing the best practices for a housing program that can be implemented in response to a national disaster as an alternative to the traditional “travel trailer” approach, (b) developing quality transitional to permanent housing that incorporates local/regional architectural styles, refinements, and enhancements within distinctive housing developments, and (c) maximizing the number of cottages and the square footage of each cottage within the Project budget.
- 2.1.11** The Architect shall work towards accomplishing the goals described in Paragraph 2.1.10 by (a) cooperating and consulting with the other members of the Project team on design, modularization, material selection, constructability, means, methods, and other factors impacting the goals and (b) seeking and proposing to the Developer innovative measures that may be taken to realize the goals as the Project proceeds.
- 2.1.12** Unless otherwise provided, the Architect’s services shall consist of those services performed by the Architect, the Architect’s employees and the Architect’s consultants as enumerated in this Article and any other services necessary for the Architect’s performance of this Agreement.

2.2 ARCHITECT’S SCOPE OF SERVICES

- 2.2.1** The Architect shall provide architectural design, site planning for individual home sites, construction contract administration, and consulting services, as described in this Agreement, for the Project at several separate sites in southern Louisiana, including but not limited to sites at Jackson Barracks, New Orleans, Lake Charles, and Baton Rouge.
- 2.2.2** The Architect shall assist the Developer with its (a) promotion, meetings, and presentations to governmental bodies and other stakeholders as well as public hearings and (b) dealings with other members of the Project team.
- 2.2.3** The Architect’s services include mechanical, plumbing, and electrical engineering services in the Construction Documents Phase as set forth in Paragraph 2.3.4. Structural engineering services are being provided by others under a separate agreement.
- 2.2.4** For the Katrina Cottages and their individual home sites, the Architect shall perform the services enumerated for the following phases:
- .1** Construction Documents Phase (described in Article 2.3),
 - .2** Construction Phase – Administration of the Construction Contract (described in Article 2.4), and
 - .3** Design Evolution Phase (described in Article 2.5).

- 2.2.5** For the Katrina Cottages and their individual home sites, the Architect shall perform, in addition to the general services referenced in Paragraph 2.2.4, the specific services listed below:
- .1** Throughout the Project, modify and improve the designs and Construction Documents to enhance the local/regional architectural style adaptation, constructability, and accomplish the pursuits defined in Paragraph 2.5.2.
- 2.2.6** For the initial units of each of the different or evolving Dovetail Cottage designs and their individual home sites, the Developer shall furnish to the Architect –
- .1** the Construction Documents prepared by DPZ,
 - .2** the Contractor’s submittals as finally approved,
 - .3** the As-Built Drawings prepared by the Contractor, and
 - .4** any other close-out documents.
- 2.2.7** For the initial units of each of the different or evolving Dovetail Cottage designs and their individual home sites, the Developer and Architect acknowledge that DPZ shall be continuously present at the site for the construction to:
- .1** determine if the units are being constructed in accordance with the Contract Documents,
 - .2** seek and propose to the Developer and Architect evolving designs, and
 - .3** coordinate construction administration of the Dovetail Cottages with the Architect.
- 2.2.8** For each of the Dovetail Cottages and their individual home sites, except for the units described in Paragraphs 2.2.6 and 2.2.7, the Architect shall perform the Construction Phase – Administration of the Construction Contract service (as described in Article 2.4).
- 2.2.9** For each of the Dovetail Cottages and their individual home sites, in addition to the general services referenced in Paragraph 2.2.8, the Architect shall consult and coordinate with DPZ, and other members of the Project team as necessary –
- .1** to assist DPZ in its modification and improvement of the designs and Construction Documents to enhance the local/regional architectural style adaptation, constructability, and accomplish the pursuits defined in Paragraph 2.5.2 and
 - .2** to administer the Contract for Construction of the Dovetail Cottages as described in Article 2.4.

2.3 CONSTRUCTION DOCUMENTS PHASE

- 2.3.1** The Developer shall furnish prototypical documents for the Katrina Cottage to the Architect. “The term *prototypical documents* shall mean model documents of buildings that are intended to be built in several locations with substantially few changes and/or additions except those required to adapt the documents to each particular site; that are generic in nature, that are not designed or premised upon the laws, rules or regulations of any particular state, parish, or municipal building code; that do not account for localized weather, topography, soil, subsistence, local building codes, or other such conditions or requirements; and that are not intended to be used as the actual documents to be employed in the construction of a building, but rather as a sample or a model to provide instruction or guidance.”¹
- 2.3.2** The Developer shall provide the Architect with written permission to revise and adapt the prototypical documents from the person who is the legal owner of the prototypical documents.
- 2.3.3** Based on the prototypical documents furnished by the Developer and any further adjustments in the Project requirements, including the schedule and construction budget, authorized by the Developer, the Architect shall prepare, for written approval by the Developer, Construction Documents bearing the Architect’s seal and those of his consultants, all sufficiently complete and clear to define the quantity and quality of the work to bid/negotiate and build the Project. The Construction Documents shall include, but not be limited to:
- .1** Technical Drawings including dimensioned plans, elevations, sections, details and schedules of all architectural, landscaping, civil, structural, mechanical, plumbing and electrical work in the Project;
 - .2** Technical Specifications of the materials, processes or systems to be incorporated in the work, included on the Technical Drawings; and
 - .3** A single, Master Project Manual, including General Conditions, Supplementary General Conditions, and other similar documents.
- 2.3.4** The Technical Drawings described in Paragraph 2.3.3.1 shall include, but not be limited to:
- .1** Site Plan for the individual home sites with rough grading concept, location of the house, driveway and service areas documented and noted. Any special outdoor areas such as decks or accessory structures will be generally shown and noted.

¹ Louisiana State Board of Architectural Examiners, Rule § 1313 (B)(2).

- .2 Foundation Plan documenting the foundation walls, basic structure and plumbing fixture locations.
- .3 Floor Plans with location and sizes of all rooms, structural framing concept, door and window sizes and notes of special concern.
- .4 Exterior Elevations documenting the exterior design with indications of heights, materials and details.
- .5 Building and Wall Sections with cross sections illustrating construction framing, framing heights, and stairway data.
- .6 Building Details documenting the major exterior elements, such as the cornices, windows, framing details, front entrance, and other components.
- .7 Electrical Plans with concept layout design and documentation of receptacles, switches and light fixture locations and notes of special concern (generic fixture types, heights).
- .8 Mechanical Plans with concept layout design and documentation of supply and return air systems; including line drawings of distribution and HVAC equipment size and location.
- .9 Plumbing Plans shall be limited to fixture locations, fixture types and mounting heights as called out on the floor plans and project manual, and as reviewed in the required submittals.

2.3.5 In preparing the Construction Documents, the Architect shall review and analyze the prototypical documents and make necessary revisions to bring the documents into compliance with all applicable codes, regulations, and job specific requirements on a site by site basis. The Architect shall issue the Construction Documents with its title block and seal. By applying his / her seal, the Architect assumes professional responsibility as the architect of record.

2.3.6 All documents shall be complete and coordinated. The Architect is responsible for coordination of all documents and all disciplines. The Architect is responsible for coordination between all named products and performance criteria.

2.3.7 The Architect shall file all documents required for plan review, by governmental authorities having jurisdiction over the Project, for compliance with building codes and any other required governmental approvals of the Construction Documents. The filing costs for plan review shall be a direct reimbursable expense to the Architect. Additionally, the Architect shall directly assist as necessary in obtaining permits.

2.3.8 At the start of the Construction Documents Phase, the Architect shall meet with the Contractor to:

- .1 review the prototypical documents, the Project Budget, and the Contractor's estimate of the cost of the work;
- .2 seek the Contractor's constructability and other cost related recommendations; and
- .3 establish a protocol for future consultation and coordination.

The General contractor shall confirm the probable construction cost estimate at the agreed upon periodic intervals, and the architect shall rely upon the information provided by the general contractor.

2.3.9. At the stages when the Construction Documents are 50% and 90% complete, the Architect shall meet with the Contractor to:

- .1 review the partially complete Construction Documents, the Project Budget, and the Contractor's estimate of the cost of the work; and
- .2 seek the Contractor's constructability and other cost related recommendations.

2.3.10 Throughout the Construction Document Phase, the Architect shall make every effort to the best of its ability to prepare Construction Documents consistent with the constructability and other cost related recommendations by the General Contractor endeavoring to satisfy the Project Budget unless the Architect determines in its professional judgment that such recommendations are inappropriate. In such case, the Architect shall promptly notify the Developer, both verbally and in writing, of this situation before proceeding any further. The Architect's notice shall specifically explain the Contractor's recommendations and why the Architect has determined them to be inappropriate.

2.3.11 The parties acknowledge that neither the Architect nor the Developer has control over the cost of labor, materials or equipment or over the Contractor's methods of determining construction costs. Accordingly, the Architect cannot and does not warrant or represent that construction costs will not vary from the construction budget authorized by the Developer.

2.3.12 The Architect shall assist with amendments to the materials list for the housing units when requested.

2.4 CONSTRUCTION PHASE – ADMINISTRATION OF THE CONSTRUCTION CONTRACT

- 2.4.1** The Architect's responsibility to provide services during the Construction Phase of the Project commences with the award of the initial Contract for Construction and terminates at the time of final payment to the Contractor.
- 2.4.2** The Architect shall provide administration of the Contract for Construction as set forth below and in the AIA Document A201, General Conditions of the Contract for Construction, (1997 edition) as maybe modified by the Contract Documents or the Contract for Construction.
- 2.4.3** The Architect shall be a representative of and shall advise and consult with the Developer during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Developer only to the extent provided in this Agreement unless otherwise modified by written amendment.
- 2.4.4** The Architect, as a representative of the Developer, shall visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to determine in general if the Work is proceeding in conformance with the Contract Documents, (3) to endeavor to guard against defects and deficiencies in the Work, and (4) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- 2.4.5** Pursuant to the Architect's obligations under Paragraph 2.4.4, the Architect shall visit the site(s) up to 92 times during construction of the Project.
- 2.4.6** The Architect shall prepare field reports of observations made during each site visit and submit informal field reports to Developer. The architect shall submit one formal report per month to the Developer and Contractor [Sample Report is Exhibit B]. Additionally, the Architect shall prepare a monthly Status Report on the Project in a format approved by the Developer. The Architect's Status Report shall be submitted to the Developer monthly along with the Architect's Certificates for Payment to the Contractor.
- 2.4.7** The Architect shall report to the Developer known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the

Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work,

2.4.8 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.4.9 Communications by and with the Architect's consultants shall be through the Architect.

2.4.11 CERTIFICATES FOR PAYMENT

2.4.11.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates for payment in such amounts. This review and certification will be coordinated by the Developer and Contractor to coincide with a regularly scheduled site visit, between the fifth and fifteenth of each month, by the Architect under Paragraph 2.4.5.

2.4.11.2 The Architect's certification for payment shall constitute a representation to the Developer, based on the Architect's evaluation of the Work as provided in Paragraphs 2.4.4 through 2.4.6 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, and (3) to correction of minor deviations from the Contract Documents prior to completion.

2.4.11.3 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work and (2) reviewed construction means, methods, techniques, sequences or procedures.

2.4.12 The Architect, with approval from the Developer, shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

2.4.13 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. When the Architect determines that any of the Contractor's submittals are duplicative because of the repetitive nature of the Work

and thereby unnecessary, the Architect may so advise the Contractor and is not required to act upon unnecessary Contractor submittals. The Architect shall also track and maintain a log of all submittals indicating the date received and transmitted by the Architect. The Architect's action shall be taken with such reasonable promptness as to cause no reasonable delay in the Work or in the activities of the Owner which are known to the Architect, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review as in keeping with the standard of care for such reviews. 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 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.

- 2.4.14** 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 Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.
- 2.4.15** The Architect shall prepare Change Orders, Construction Change Directives, and Supplemental Instructions, with supporting documentation and data if necessary, for the Developer's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.
- 2.4.16** The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
- 2.4.17** The Architect shall interpret and decide matters concerning performance of the Developer and Contractor under, and requirements of, the Contract Documents on written request of either the Developer or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

2.4.18 Interpretations and decisions of the Architect shall be consistent with, the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings.

2.4.19 The Architect shall render initial decisions on claims, disputes or other matters in question between the Developer and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.5 DESIGN EVOLUTION PHASE

2.5.1 The Design Evolution Phase shall run concurrently with the Construction Phase (described in Article 2.4).

2.5.2 Notwithstanding the Architect's responsibility to produce a complete design with Construction Documents that fulfills the requirements of this Agreement for the initial, and all subsequent, parts of the Project to be constructed, the Architect shall prepare evolving designs throughout the construction of the Project in pursuit of (1) innovative measures pursuant to Paragraphs 2.1.10 and 2.1.11 and (2) sustainable designs and techniques as well as potential technologies and construction methods.

2.5.3 To the extent the Architect's evolving design is approved by the Developer, LHFA, and FEMA, the Architect shall perform the services described in Article 2.3 (the Construction Documents Phase) and Article 2.4 (the Construction Phase – Administration of the Construction Contract) for the evolving designs to be implemented on subsequently constructed parts of the Project.

ARTICLE 3 – BASIS OF COMPENSATION AND PAYMENTS TO THE ARCHITECT

3.1 For each original Katrina Cottage and its individual home site, the Architect's compensation for the Construction Documents Phase services (described in Article 2.3) shall be the stipulated sum of SEVEN-THOUSAND SEVEN-HUNDRED DOLLARS (\$7,700.00).

3.2 For modified Katrina Cottages in which the Architect performs the Construction Documents Phase services (described in Article 2.3) and produces (1) alternative elevations that include framing changes and related detailing and / or (2) alternative room arrangements or (3) substantial changes to comply with UFAS, the Architect's compensation shall be based on hourly billing, at the rates set forth in Paragraph 3.6, but shall not exceed FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) per modified Katrina Cottage. For the initially constructed Katrina Cottages of each modified version, the Construction Document Phase services for the individual home sites shall be included in this compensation.

3.3 The Construction Documents produced by the Architect pursuant to Paragraphs 3.1 and 3.2 shall only be used to construct the initial cottage of each version for the compensation described in Paragraphs 3.1 and 3.2. For each subsequently constructed Katrina Cottage, the Architect shall be compensated a Site Adaptation Fee of ONE THOUSAND DOLLARS (\$1,000.00). This Site Adaptation Fee shall include the Architect providing the following services for each site adaptation:

- .1 the Construction Document Phase services (described in Article 2.3) for each subsequently constructed cottage and its individual home site,
- .2 any minor modifications that do not involve changes to framing, dimensional changes to wall sections, major construction details, or room arrangements, and
- .3 the Design Evolution Phase services (described in Article 2.5).

3.4 For the Katrina Cottages and the Dovetail Cottages, the Architect’s compensation for the Construction Phase – Administration of the Construction Contract services (described in Article 2.4) shall be based on hourly billing, at the rates set forth in Paragraph 3.6, but shall not exceed ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000.00).

3.5 As outlined in Exhibit C, reimbursable expenses are in addition to the Compensation for Basic Services and Additional Services and include actual expenditures made by the Architect in the interest of the Project.

3.6 Paragraphs 3.1 through 3.5 comprise the Architect’s entire compensation for performance of this Agreement. In the event that the Developer requires services beyond those included in this agreement, they will be provided as outlined in Exhibit C: Additional Services.

3.7 The hourly billing rates for the Architect’s staff are as follows:

<u>Personnel</u>	<u>Rate (per hour)</u>
Principal	\$295.00
Project Manager	\$140.00
Project Architect	\$125.00
Design Production Staff	\$70.00-\$100.00
Administrative	\$45.00-50.00

3.8 The Architect shall submit its invoices to the Developer on the fifth day of each month for its services performed and travel related expenses incurred during the preceding month. The Architect’s invoiced amounts for services and travel related expenses shall be kept on the basis of generally accepted accounting principles and shall be furnished to the Developer with the invoice.

- 3.9** The Developer shall review and process the Architect's invoice within 10 days of its receipt. If the Developer approves any part of the Architect's invoice, the Developer shall submit the invoice to LHFA for payment of the approved amount. If the Developer receives payment from LHFA, the Developer shall pay the Architect within fifteen days of the Developer's receipt of the payment. As this Project is funded by and dependant on a federal grant to LHFA, the Developer's receipt of payment from LHFA is a condition precedent to the Developer's obligation to make payment to the Architect. The Architect expressly assumes the risk of the LHFA's nonpayment, and the Architect's negotiated, total amount of compensation, set forth in Paragraphs 3.1 through 3.6, includes this risk.
- 3.10** If the Developer disapproves all or part of the Architect's invoice, the Developer shall inform the Architect within ten days in writing of its actions and the reasons for it so that the Architect can take appropriate action.
- 3.11** Upon the Architect's receipt of payment, the Architect shall promptly pay its consultants. By submitting an invoice to the Developer, the Architect agrees that all consultants will be promptly paid those amounts due them out of the amount paid to the Architect within thirty (30) days. Upon receipt of reasonable evidence of the Architect's failure to pay consultants' amounts due them, the Developer may withhold all or part of the Architect's payment until he is satisfied that any amounts owed have been paid or otherwise settled.
- 3.12** Payments to the Architect on Termination, Abandonment or Suspension shall be made in accordance with Article 4, hereinafter.

ARTICLE 4 – TERMINATION OR SUSPENSION

4.1 TERMINATION FOR CAUSE

- 4.1.1** The Developer may terminate this Agreement for cause based upon the failure of the Architect to comply with the terms and/or conditions of this Agreement; provided that the Developer shall give the Architect written notice specifying the Architect's failure. If within thirty (30) days after receipt of such notice, the Architect shall not have either corrected such failure, or in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Developer may, at its option, place the Architect in default and this Agreement shall terminate on the date specified in such notice.
- 4.1.2** If the Developer terminates this Agreement for cause pursuant to Paragraph 4.1.1, the Architect shall receive no compensation beyond that already paid or due for the last satisfactorily completed phase. Any work done shall become the property of the Developer and LHFA to be used at their discretion without additional compensation to the Architect. No compensation shall be paid to the Architect for any uncompleted phase, except by written agreement between the Developer and the Architect prior to termination

4.1.3 If the Developer fails to make payments to the Architect within 60 days of the Architect's timely invoice submission, such failure shall be cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Developer. In the event of a justified suspension of services, the Architect shall have no liability to the Developer for delay or damage caused the Developer because of such suspension of service. Before resuming services following a justified suspension, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services subject to the Developer's receipt of payment from LHFA being a condition precedent as set forth in Paragraph 3.9.

4.1.4 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice. In such case, the Architect shall be entitled to only that portion of its fee earned as of the start of the suspension subject to the Developer's receipt of payment from LHFA being a condition precedent as set forth in Paragraph 3.9.

4.2 TERMINATION FOR CONVENIENCE OF LHFA

4.2.1 If Developer terminates for its convenience the Developer shall send written notice to the Architect. Upon receipt of notice, the Architect shall, unless the notice directs otherwise, immediately discontinue performance of its services under this Agreement. In such case, the Architect shall be entitled to only that portion of its fee earned as of the termination date directed by the notice subject to the Developer's receipt of payment from LHFA being a condition precedent as set forth in Paragraph 3.3

ARTICLE 5 – THE RIGHTS TO USE THE DESIGNS AND DRAWINGS

5.1 The rights to the designs and the documents prepared by the Architect and its consultants, including drawings and specifications, are subject to all applicable provisions of (a) laws and governmental authorities, (b) the Alternative Housing Pilot Program grant to LHFA and the resulting Articles of Agreement entered into by FEMA and LHFA, and (c) the DS Agreement.

5.2 Looney Ricks Kiss reserves the right to have the project professionally photographed and upon Developers approval, submitted to national publications or design awards programs for possible publication. LRK will endeavor to communicate and coordinate the timing for such with the Developer. LRK respects and will endeavor to protect the privacy and confidentiality of the Developer in all respects.

5.3 In those instances controlled by Developer, the Developer shall endeavor to provide the appropriate credit to LRK in all promotional or marketing materials, publications, project signs, awards programs, news releases, etc., throughout the planning, and construction periods and after completion of the Project. LRK shall endeavor to provide credit to the

Developer, design architect and construction contractor in any marketing materials, publications, awards programs, news releases, etc. The Developer may elect to be named or to remain anonymous.

ARTICLE 6 – DISPUTE RESOLUTION

6.1 MEDIATION

- 6.1.1** Any claim, dispute or other matter in question arising out of or relating to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.
- 6.1.2** The Developer and the Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- 6.1.3** The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

6.2 ARBITRATION

- 6.2.1** Any claim, dispute or other matter in question arising out of or relating to this Agreement shall be subject to arbitration, at the option of the Developer. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 6.1.
- 6.2.2** Claims, disputes and other matters in question between the parties that are arbitrated shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association.
- 6.2.3** A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

6.2.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and, signed by the Developer, the Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not-described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

ARTICLE 7 – INSURANCE

7.1 The Architect represents and warrants that it has the following insurance coverage and has furnished to the Developer proof of such coverage:

- .1** Professional Liability Insurance with minimum coverage limits of \$3,000,000 per accident/occurrence that shall be maintained by the Architect until the applicable prescriptive and preemptive periods have expired. No deductible shall be in excess of 5 percent of the amount of the policy. As proof of this coverage, the Architect has provided a Certificate of Insurance which is attached hereto as Exhibit D and made a part hereof.
- .2** Comprehensive General Liability with minimum limits of \$500,000 per accident/occurrence and listing the Developer as an additional insured. As proof of this coverage, the Architect has provided a Certificate of Insurance which is attached hereto as Exhibit D and made a part hereof.
- .3** Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 per accident/occurrence. As proof of this coverage, the Architect has provided a Certificate of Insurance which is attached hereto as Exhibit D and made a part hereof.
- .4** The Designer shall provide a certificate of insurance as proof of Workmen's Compensation coverage.

ARTICLE 8 – STAFF, CONSULTANTS, AND ASSIGNMENT

8.1 STAFF

8.1.1 The Architect shall furnish only skilled and properly qualified staff to perform portions of its services pursuant to this Agreement. The key members of the Architect's staff shall be persons agreed upon with the Developer and identified in the Schedule of Key Staff (attached hereto and made a part hereof as Exhibit E).

8.1.2 Such key members of the Architect's staff shall not be changed without the written consent of the Developer, unless such person becomes unable to perform any required duties due to death, disability, or termination of employment with the Architect. If a key member becomes unable to perform in the capacity described in the Schedule of Key Staff, the Developer and the Architect shall agree on a mutually acceptable substitute.

8.2 CONSULTANTS

8.2.1 The Architect may contract with consultants to perform portions of its services pursuant to this Agreement. The Architect will contract with only skilled and properly qualified consultants to perform portions of its services pursuant to this Agreement. The Architect's consultants shall be agreed upon with the Developer and identified in the Schedule of Consultants (attached hereto and made a part hereof as Exhibit E).

8.2.2 The Architect's consultants shall not be changed without the written consent of the Developer, unless such consultant fails to perform due to death, disability, or contract termination for cause by the Architect. If a consultant becomes unable to perform in the capacity described in the Schedule of Consultants, the Developer and the Architect shall agree on a mutually acceptable substitute.

8.3 ASSIGNMENT

8.3.1 The Developer and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Developer nor the Architect shall assign this Agreement without the written consent of the other, except that the Developer may assign this Agreement to an institutional lender or government agency providing financing for the Project. In such event, the lender shall assume the Developer's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be governed by the laws of the State of Louisiana. The local and / or venue for all mediation, arbitration, and/or litigation, arising out of or in connection with this Agreement, shall be East Baton Rouge Parish, Louisiana unless the Developer joins the Architect as a third party in an action where the Developer is called to defend the Architect's actions arising out of or in connection with this Agreement.

- 9.2** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.
- 9.3** If any portion of this Agreement shall be construed as invalid or illegal, such invalid or illegal portions shall be divisible and severed from this Agreement and the remainder of this Agreement shall be in full force and effect.
- 9.4** This Agreement shall be construed as if the parties jointly participated in the drafting and preparation of this Agreement.
- 9.5** This Agreement represents the entire and integrated agreement between the Developer and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Developer and the Architect.

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

[Insert Name]
[Title]
For
Cypress Realty Partners, LLC

[Insert Name]
[Title]
for
Looney Ricks Kiss Architects, LLC

LOUISIANA HOUSING FINANCE AGENCY

The following resolution was offered by ____ and seconded by _____:

RESOLUTION

A resolution ratifying decisions made by the Chairman, Vice-Chairman, and Special Projects Chairman (“Defaulted 202 Committee”) as designated by the Board of Commissioners on Defaulted 202 Projects, Nazareth I and Nazareth II; and providing for other matters in connection therewith;

WHEREAS, staff has received and evaluated a certification from Nazareth I and Nazareth II and its insurer, The Catholic Mutual Relief Society of America (“Catholic Mutual”), that all covered property and other losses incurred at the Properties since July 1, 2005 have been duly reported, processed and paid and such information was made available to the Defaulted 202 Committee for consideration;

WHEREAS, the Defaulted 202 Committee has reviewed such information and based upon the staff’s reasonable evaluations of the certifications presented and information provided, authorizing Agency staff to agree to the sale of the Nazareth I and Nazareth II Properties, with a restructuring of financing and subordination of the LHFA’s HOME Program Loan and the releasing the LHFA’s claims to any further insurance proceeds related to losses incurred at the Nazareth I and Nazareth II Properties; and providing for other matters in connection therewith.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Louisiana Housing Finance Agency (the "Board"), acting as the governing authority of said Agency that:

Section 1: A resolution is hereby approved that provides a ratification of the above enumerated actions of the Defaulted 202 Committee.

Section 2: The Agency staff and Counsel are authorized and directed to prepare such documents and agreements as may be necessary to implement the Defaulted 202 Committee actions.

Section 3: The Chairman, Vice-Chairman , President, Vice-President, and or Secretary of the Agency hereby authorized, empowered and directed to execute any forms and or documents required to be executed on behalf of and in the name of the Agency, the terms of which are to be consistent with the provisions of this resolution as approved by the Agency’s counsel.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted on this, the 9th day of January, 2008.

Chairman

Secretary

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

I, the undersigned Secretary of the Board of Commissioners of the Louisiana Housing Finance Agency (the "Board"), do hereby certify that the foregoing two (2) pages constitute a true and correct copy of a resolution adopted by said Board of Commissioners on January 9, 2008, providing ratification of the actions of the Defaulted 202 Committee in the connection with Nazareth I and Nazareth II; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of the Agency on this, the 9th day of January, 2008.

Secretary

(SEAL)