



F.A.M.E., Inc.

## FAME Board Meeting

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### Date and Time

Saturday December 8, 2018 at 10:00 AM CST

### Location

Cafeteria, 428 Broadway St., New Orleans, LA 70118

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### Agenda

#### I. Opening Items

Opening Items

A. Call the Meeting to Order

B. Record Attendance and Guests

C. Approve Minutes

Approve minutes for FAME Board Meeting on November 10, 2018

D. Acknowledgements

#### II. Facilities Committee

Facility

A. Receive recommendation to approve RFQ (Architect for Banneker Renovation)

**III. Other Action Item**

- A.** Approve 2019-2020 School Year Calendar

**IV. Finance Committee**

Finance

- A.** Financial Statements (October 2018)

**V. CEO's Report**

- A.** Academic Update
- B.** Operations Updates
- C.** Development Updates
- D.** Friends of Audubon Updates

**VI. Closing Items**

- A.** Announcements

Next FAME Board Meeting: January 2019

- B.** Adjourn Meeting

# Coversheet

## Approve Minutes

<b>Section:</b>	I. Opening Items
<b>Item:</b>	C. Approve Minutes
<b>Purpose:</b>	Approve Minutes
<b>Submitted by:</b>	
<b>Related Material:</b>	Minutes for FAME Board Meeting on November 10, 2018



## F.A.M.E., Inc.

### Minutes

#### FAME Board Meeting

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##### **Date and Time**

Saturday November 10, 2018 at 10:00 AM

##### **Location**

Cafeteria, 428 Broadway St., New Orleans, LA 70118

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##### **Directors Present**

B. Connick, B. Lilly, C. Lebas, C. Tregre, D. Held, D. Omojola, E. Alito, J. Jalice, L. Moran, R. Fernandez, R. Kirschman

##### **Directors Absent**

D. Bardell, M. Russell

##### **Ex Officio Members Present**

L. Brown

##### **Non Voting Members Present**

L. Brown

##### **Guests Present**

A. Collopy, A. Dupre, A. Francois, D. LaViscount, J. Anderson, J. Chandar, L. Spearman, M. Butler, M. Forcier

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#### **I. Opening Items**

**A.**

### **Call the Meeting to Order**

J. Jalice called a meeting of the board of directors of F.A.M.E., Inc. to order on Saturday Nov 10, 2018 at 10:09 AM.

### **B. Record Attendance and Guests**

### **C. Approve Minutes**

C. Tregre made a motion to approve minutes from the FAME Board Meeting on 09-15-18 FAME Board Meeting on 09-15-18.

R. Kirschman seconded the motion.

The board **VOTED** unanimously to approve the motion.

### **D. APPROVE MINUTES**

R. Fernandez made a motion to approve minutes from the FAME Board Meeting on 10-20-18 FAME Board Meeting on 10-20-18.

R. Kirschman seconded the motion.

The board **VOTED** unanimously to approve the motion.

## **II. Facilities Committee**

### **A. Receive Recommendation from Facilities Committee Regarding Gentilly Terrace Renovations Phase 2**

E. Alito made a motion to to approve the recommendation from the Facilities Committee to accept the proposal from Mathes Brierre for Phase 2A Design and Construction Administration for the Gentilly Terrace Renovation in the amount of \$230,280.

R. Kirschman seconded the motion.

The board **VOTED** unanimously to approve the motion.

## **III. Finance Committee**

### **A. Financial Statements (September 2018)**

Mr. Anderson presented the Financials for September 2018.

## **IV. Closing Items**

### **A. Announcements**

FAME Board Meeting Dates 2019

January 19, 2019

February 16, 2019

March 16, 2019

April 13, 2019

May 18, 2019

June 2019 (Board Retreat, Date TBA)

August 24, 2019

September 21, 2019

October 26, 2019

November 16, 2019

December 14, 2019

## **B. Adjourn Meeting**

R. Fernandez made a motion to adjourn the meeting.

B. Connick seconded the motion.

The board **VOTED** unanimously to approve the motion.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 11:03 AM.

Respectfully Submitted,

E. Alito

## Coversheet

### Receive recommendation to approve RFQ (Architect for Banneker Renovation)

**Section:** II. Facilities Committee  
**Item:** A. Receive recommendation to approve RFQ (Architect for Banneker Renovation)  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
z Potential\_Architectural\_Firms.pdf  
Architectural\_Services RFQ Rev 1.pdf  
y Banneker Project Timeline as of December 2018.pdf  
Draft AIA Contract - B101-2007 - Draft Template developed for GNOCCS.pdf

<b>Potential Architectural Firms for Banneker Renovation</b>		
<b>Firm Name</b>	<b>Location</b>	<b>Projects Completed</b>
Manning Architects	New Orleans, LA	Baker High School, Lake Forest Elementary, Dillard University, St. Augustine, St. Peter Claver Elementary School
Mathes Brierre	New Orleans, LA	NOCCA, Hynes Charter School, Jesuit, Moton Elementary School, Loyola, Ursuline Auditorium, Belle Chasse Academy, Encore Academy, Audubon Gentilly, Audubon Broadway
SCNZ Architects	New Orleans, LA	Lusher, Joseph Craig, Country Day
Sizeler Thompson Brown	New Orleans, LA	McDonogh 35, Bethune
Verges Rome Architects	New Orleans, LA	John McDonogh, Sci High, Morris Jeff, Lionel Collins Elementary
Waggoner & Ball	New Orleans, LA	Sacred heart, Tulane University Master Plan, BCIS Early Childhood Education Center
WDG Architects	New Orleans, LA	Alice Harte Elementary, Belle Chasse High School, Rosenwald Community Center, Lake Forest Charter Master Planning, Ursuline Early Learning Center, OPSB Damage Assessment





# REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES RENOVATIONS AT BENJAMIN BANNEKER SCHOOL

French and Montessori Education, Inc. d/b/a Audubon Schools is soliciting proposals from qualified architectural firms for master planning and design services of its new campus, the former Benjamin Banneker school building. The project is for Audubon Uptown's 4<sup>th</sup> – 8<sup>th</sup> grade students in both the French School and the Montessori School.

The deadline to submit qualifications is **Friday, January 18, 2019 at 3:00 p.m. CST**. Sealed qualification proposals (3 copies) and a PDF on flash drive should be submitted to the point of contact listed below. Interested architects should submit their qualifications to:

Audubon Schools  
Attention: Alisa Davillier Dupré  
4720 Painters Street,  
New Orleans, LA 70122  
E-mail: [adupre@asnola.org](mailto:adupre@asnola.org)

## **Project Information**

Project Owner: Occupant (Audubon Schools)  
Contact: Alisa Davillier Dupré, Director of Operations  
Location: Benjamin Banneker School  
421 Burdette Street  
New Orleans, LA 70118

## **Property**

The existing building is a 3-story, approximately 55,326SF. The structure is concrete, slab on grade with spread footings. CMU with brick veneer exterior walls and aluminum windows. The building was vacant following Hurricane Katrina and has been occupied by the KIPP School for the last few years. A small renovation was undertaken in 2007 which included updated kitchen equipment. KIPP is expected to vacate the school building in the Spring of 2019. See attached existing drawings.

### **Owner Goals:**

- To complete master planning services necessary to program and plan for the relocation of the upper school, currently located at 1111 Milan Street to the Banneker campus.
- To assess the existing conditions of the Banneker building and study factors associated with renovation, and/or potential new construction.
- To prepare for the design, construction and financing process of the renovation of Banneker building, building addition if necessary, and development of the exterior grounds.

## **Scope of Work**

Master Planning and conceptual design services including the following:

### **Part I**

1. Meet with school leadership to understand the schools education philosophy and programs.
2. Review architectural program developed to date and validate
3. Create a site plan and phasing plan to show the location of new addition relative to the existing building; including circulation diagrams
4. Review the Facility Assessment Report and provide detailed analysis.

4720 PAINTERS STREET • NEW ORLEANS • LOUISIANA • 70122  
PHONE: (504) 303-9434 FACSIMILE: (504) 866-1691 WWW.AUDUBONSCHOOLSNOA.ORG

5. Develop a preliminary space plan of re-use of the existing building.
6. Review and any all zoning and code requirements and prepare documents for application if planning approvals are required.
7. Prepare renderings and other materials for fund-raising and financing solicitations.
8. Select firm will be responsible for
  - a. Schematic Design
  - b. Design Development
  - c. Construction Documents
  - d. Management of Bid Process to include advertising, answering questions, site visits, receiving/opening/recording bids
  - e. Construction Administration

## Part II

Architectural and engineering (A/E) services for the substantial renovation of 55,325SF existing building, addition as required, and campus site into the new home of Audubon School's Upper School. Work is anticipated to include renovations to existing mechanical, electrical and plumbing systems and rearrangements of classroom spaces. The design may also include structural modifications to the existing building and an addition, depending on the Master Plan design and financing considerations. Assume no LEED certification required. Energy efficient design considerations are required. Compatibility with both a French program and Montessori learning environments are required. Audubon Schools is considering tax credits and will employ a tax credit advisor, the design professional will work with the tax credit specialist as needed.

## Disadvantaged Business Participation Plan

Audubon Schools encourages the use of DBE qualified firms in the proposal, as well as innovative strategies for including DBE participation within the construction phase of the project.

## Proposal

Firms must provide a full and complete qualification statement. Qualification statements and proposals must contain evidence of the firm's experience and abilities in school renovations or other educational projects. Additional documents required are:

- A. Organizational Structure for Project
  - a. Project personnel: include each proposed consultant for all disciplines: landscape, civil, structural, mechanical, electrical and plumbing, in

addition to architectural project team and provide their most recent resumes.

- b. Duties and responsibilities: describe the primary duties and responsibilities of each member of the design and construction administration team for this project.
- c. Previous experience: illustrative examples of similar work performed, and any other information which will clearly demonstrate the firm's expertise in the area of this solicitation.

#### B. Execution Plan and Schedule for Services

Provide a general description of how you plan to approach the project and discuss how you will provide design services, evaluation improvement options and execute the work. Provide a schedule for delivery of design services, value engineering services (if necessary) and construction administration.

#### C. Additional Firm Information

- 1. Have you been sued within the last 10 years for failure to meet the standard of care for planning, design or construction administration services? If yes, state the name of the plaintiff, date of lawsuit, summary of allegations, and the results of litigation.
- 2. Minimum of \$2,000,000 of professional liability insurance required.

Proposals should be limited to 50 pages.

### **Selection Process**

A selection committee will review and evaluate all qualification statements. Firms may be requested to make oral presentations. The selection committee will rely on the respondent's qualifications and experience in awarding the contract, the quality of the RFQ response and interview. Presentations should focus on the respondent's prior project experience and discussion of the respondent's interest in being selected for this project. Owner will select or not select the architect at its own discretion.

<b>Evaluation Criteria</b>	
Recent experience of the Prime Consultant	0-30 points
Design services for similar educational projects	0-10 points
Master Planning	0-5 points
Facility Assessments in New Orleans region	0-5 points
Renovations or additions of similar scope	0-10 points
Landscape design for public schools, in New Orleans region	0-5 points
Prime Consultant – Professional Qualifications of Firm	0-10 points
Prime Consultant-Assigned key personnel's professional qualifications	0-5 points
Prime Consultant-Key personnel's expertise, research or training in Montessori pedagogy and classroom design	0-5 points
Sub Consultants – Professional Qualifications of Firm(s)	0-10 points
Certified DBE participation	0-5 points
<b>Total Points</b>	<b>100 points</b>

### Submittal of Proposals

Sealed qualification proposals (3 copies) and a PDF of proposal on a flash drive must be received at:

Audubon Schools  
 Alisa Davillier Dupré  
 4720 Painters Street  
 New Orleans, LA 70122

The deadline for submitting qualifications is Friday, January 18, 2019 at 2:00 p.m. CST.

### **Banneker Project Timeline**

- I. Seek Input (Ken and Facilities Committee) to format RFP for Architect [now – December 8, 2018]  
Notice to Families regarding updates to Banneker Project process at PTO meeting and in writing
- II. Facilities Committee approve RFQ – December 3, 2018
- III. Board approves RFQ – December 8, 2018
- IV. Invitations sent to Architects – December 12, 2018
- V. RFQs due – January 16, 2019
- VI. Selection Committee interviews with firms – January 18, 2019
- VII. RFQs reviewed and scored by Facilities Committee – January 22, 2019
- VIII. Facilities Committee make a recommendation to board for approval – January 22, 2019  
Board approval of recommendation (need special board meeting to approve)
- IX Architect contract & NTP approved February 16, 2019
- X. Hold Family meeting with Architects to solicit input regarding Renovations- February 19, 2019
- X. Survey Families – February 20 – 27, 2019
- XII. Architects present schematic drawings for family comment – April 26, 2019
- XIII. Family comment period – April 26 – May 3, 2019
- XIV. Architects work on design development drawings – May 3 – Aug 3, 2019  
Architects will present drawings to families Aug 2019 (Mid to end of August)
- XV. Construction Documents for bid and permit [Aug-November, 2019]
- XVI. Facilities Committee approve RFP- November 2019
- XVII. Board approves RFP – November 2019
- XVIII. RFP released – November 2019
- XIX. RFPs reviewed and scored by Facilities Committee – January 2020
- XX. Facilities makes recommendation to board for approval for selection of contractor – January 2020
- XXI. Construction contract approved – February 2020
- XXII. Construction period – February 2020-June 2021
- XXIII. Move-in – August 2021

# DRAFT AIA® Document B101™ – 2007

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the « » day of « » in the year « »  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

« »  
« »  
« »  
« »

and the Architect:  
(Name, legal status, address and other information)

« »  
« »  
« »  
« »

for the following Project:  
(Name, location and detailed description)

« »  
« »  
« »

The Owner and Architect agree as follows.

### 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.

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- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
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## EXHIBIT A INITIAL INFORMATION

## ARTICLE 1 INITIAL INFORMATION

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

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

«See Exhibit A »

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

- .1 Commencement of construction date:

« »

- .2 Substantial Completion date:

« »

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

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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



§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The representative and individuals assigned to this Project shall be the same persons identified in the Architect's response to the RFQ, for this Project or as otherwise agreed in writing by the Owner and Architect as provided in § 3.1.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect, at no additional cost to the Owner, shall maintain the following insurance for the duration of this Agreement  
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 Comprehensive General Liability with the Owner and the Lessor, if any, named as an additional insured using ISO CG 20 10 (1985) or its equivalent.

«\$1,000,000 each occurrence with an aggregate limit of \$2,000,000 »

- .2 Automobile Liability

«Minimum limit of \$1,000,000. per accident/occurrence. »

- .3 Workers' Compensation

«As statutorily required and Employer's liability insurance in the amount of \$1,000,000 »

- .4 Professional Liability to be maintained at no additional cost to Owner throughout the period of this Project and for two years after the date of the recording of the Certificate of Substantial Completion, a standard form of errors and omissions insurance with a company satisfactory to Owner, with the following minimum limits:

«\$ 1,000,000.00 for a project with a Construction Cost up to \$10,000,000.  
\$2,000,000.00 for a Project with a Construction Cost over \$10,000,000.

Deductibles for Professional Liability Insurance shall not exceed \$50,000.00.

»

.5 Architect shall assure that any and all consultants engaged or employed by Architect are included in Architect's policies as additional insured or carry and maintain similar insurance with limits and coverages in amounts satisfactory to Owner and at no additional cost to Owner.

.6 All insurance policies shall be written by companies authorized to do business in Louisiana and shall incorporate by an endorsement a provision requiring written notice to Owner at least thirty (30) days prior to any cancellation or non-renewal of any policy. Any insurance company shall have at least an "A-VI" rating according to the latest A.M. Best Report. For Worker's Compensation Coverage, an "A-V" rating is required. Any deductible shall be the responsibility of Architect and no deductible shall be in excess of 5% of the amount of the policy. A copy of each policy or a certificate of insurance shall be provided by the Architect to Owner listing the Owner as a certificate holder or additional insured.

.7 With respect to any of the insurance policies provided by Architect pursuant to this Agreement that are "claims made" policies and in the event at any time such policies are cancelled or not renewed, Architect shall provide a substitute insurance policy with terms and conditions and in amounts that comply with the terms of this Agreement. Such substitute policy shall provide for retroactive coverage to fill gaps in coverage that may exist

due to the cancellation or non-renewal of the prior “claims made” policy. With respect to all “claims made” policies that are not renewed, Architect shall provide coverage retroactive to the date of commencement of the Work under this Agreement. All said substitute or renewed “claims made” policies shall be maintained in full force and effect for two years from the date of completion of the Project.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in Articles 3 and 12 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 or Article 12 are Additional Services. All services are to be provided according to the Owner's schedule, attached as Exhibit B, the Procedure Manual for Design and Construction, and the Owner's Design Standards. The Architect will not change any of the personnel identified for this Project in its RFQ without first obtaining the Owner's written approval.

**§ 3.1.1** The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner. The Architect shall be fully responsible for coordinating all Architect's Basic and Additional Services required under this Agreement regardless of whether performed by its own employees or by consultants hired by Architect to perform a portion of the services. Architect agrees to coordinate and resolve any inconsistencies between its work and the work of its consultants. Any designs, drawings, or specifications prepared or furnished by Architect that contain errors or omissions will be promptly corrected by Architect at no additional cost to Owner and the Architect is responsible to Owner for all damages due to Architect's errors or omissions.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval an update of the schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in Exhibit B. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect may adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

**§ 3.1.5** The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. The Architect shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Architect to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Architect shall notify the Owner of the nature and impact of such conflict. The Owner agrees to cooperate and work with the Architect in an effort to resolve any such conflict.

**§ 3.1.6** The Architect be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.1.7** The Architect shall assist the Owner as requested, in selecting finished materials and colors.

**§ 3.1.8** The Architect shall give full and prompt attention and shall recommend to the Owner methods for resolving any claims or controversies that arise during the course of construction of the Project. In the event of any proceeding to resolve any claim that involves any act or omission of the Architect, the Architect shall be present and participate in such proceedings at no additional cost to the Owner.

§ 3.1.9 The Architect shall assist the Owner, in developing a construction testing program and in negotiating and awarding any professional service contracts for such testing as required by the Owner.

§ 3.1.10 Upon completion of the Project, two sets of Record Drawings (As-Built) shall be submitted to Owner, Prior to submittal of such reproducibles, Architect shall record all alterations that have been made in the Project during the construction so that the reproducibles will be a final record of the work as built. The Architect shall have the right to rely on information provided by the Contractor for this purpose, unless the Architect has any knowledge that any such information is incorrect. Such reproducible drawings shall be labeled as "Record Drawings." The electronic version shall be in the latest AutoCAD format and PDF. If prepared, the Architect shall provide an updated BIM model to the Owner. The specifications shall be a PDF file.

§ 3.1.11 The Architect shall prepare design and documentation for all alternate bid or proposal requests proposed by the Owner.

§ 3.1.12 Architect shall prepare for and attend public meetings of the Owner to present updates on the Project and design of the Project including community meetings and hearings as required by the Owner.

§ 3.1.13 Architect shall assist the Owner in evaluation of the qualifications of the bidders for the Project.

§ 3.1.14 Architect shall prepare Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data or preparation or revision of Instruments of Service to include the documentation and data in compliance with La. R.S.38:2212(M)(1-5).

§ 3.1.15 Architect shall evaluate substitutions proposed by the Owner or Contractor and make subsequent revisions to Instruments of Service resulting therefrom.

§ 3.1.16 Architect shall provide measured drawings for any project involving an existing site with additions or changes to the site.

§ 3.1.17 The Owner will provide the Program and Educational Specifications for the Project.

§ 3.1.18 Architect shall assist the Owner with site evaluation and planning to include security evaluation and planning for the various projects of the Owner included in this Agreement.

§ 3.1.19 Architect shall provide landscape design and interior design including Food Service equipment design for the Project.

§ 3.1.20 Architect shall provide value analysis or value engineering about alternate materials, building systems and equipment regarding the construction costs estimates and review of bids.

§ 3.1.21 Architect shall provide detailed cost estimating in order to provide the Owner with sufficient information for compliance with La. R.S. 38:2212 and 2214.

§ 3.1.22 Architect shall provide services in connection with the one-year correction period.

§ 3.1.23 Architect shall provide telecommunications and data design services in connection with the Project.

§ 3.1.24 Architect will review Contractor's schedules submitted and advise the Owner regarding the Contractor's progress and ability to meet Contract Time.

§ 3.1.25 Architect will review the Contractor's Schedule of Values and advise the Owner regarding the completeness of proposed divisions of Work and accuracy of the valuations, and if incorrect, incomplete, or unbalanced information is detected, Architect shall recommend corrections, in writing.

§ 3.1.26 Architect shall retain and provide for a Surveyor to furnish a new complete survey of the site, an initial survey of existing conditions and an updated survey to document the site after demolition by others or at the completion of construction. The costs and fees of the Surveyor are reimbursable costs as provided in Section 11.8.

Prior to engaging the Surveyor, Architect will provide recommendations and information to the Owner for agreement as to costs.

**§3.1.27** The Architect shall develop a SWPPP as part of the Project that is in compliance with governmental authorities.

### **§ 3.2 SCOPE CONFIRMATION AND SCHEMATIC DESIGN PHASE SERVICES**

**§ 3.2.1** The Architect shall review the completed program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner a detailed estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### **§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work and provide the update to the Owner.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

**§3.3.4** The Architect shall submit any required documents to governmental authorities for review, to include the the Louisiana Department of Transportation and Development, the State Fire Marshal, the Department of Health and Hospitals, and the governing authorities of the Parish in which the Work is located.

#### **§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's written authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4. The Architect shall also advise the Owner of any closed specifications in accordance with the requirements of La. R.S.38:2290, et seq and provide the supporting documents for use for the Owner's approval of any closed specification.

**§ 3.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project including but not limited to the Louisiana Department of Transportation and Development and the State Fire Marshal. The Architect shall be responsible for filing documents required for approval of governmental authorities having jurisdiction over the Project.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms with no more than (3) alternates as provided and limited by La.R.S.38:2212 (J); (2) the Owner's form of agreement between the Owner and Contractor; and (3) the Owner's modified Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall provide the Owner with a written update the estimate for the Cost of the Work. Pursuant to the provisions of La. R.S. 38:2212(H), the Project shall not be advertised for bid in the event the estimate is more than the Owner's fixed budget as stated in §12.6. The estimate shall be read aloud upon the opening of bids.

**§ 3.4.5** The Architect shall include in the Contract Documents requirements for the Contractor to provide operations manuals and training for the Owner's staff in the operation of the mechanical, electrical, HVAC systems, special systems including fire alarm, security systems, intercom systems, computer data systems and all other building components as installed by the Contractor or the Contractor's Sub-contractors.

**§ 3.4.6** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### **§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**

##### **§ 3.5.1 GENERAL**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### **§ 3.5.2 COMPETITIVE BIDDING**

The Architect shall assist the Owner in obtaining bids when the estimate of the Cost of the Work exceeds \$150,000.00 or negotiate proposals when the estimate is less than \$150,000.00.

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.



**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by

- .1 procuring the Bidding Documents for distribution to prospective bidders in addition to the requirements of La. R.S. 38:2212(E)(7) requiring all Bidding Documents to be included on the Owner's electronic website accepting electronic bids;;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders. Architect shall prepare and issue all addenda in accordance with La. R.S.38:2212 (2)(a-b) as required to modify or clarify the Construction Documents. Items not included in the approved Program and/or items previously rejected or not approved shall not be included in any addendum without the Owner's approval.

**§ 3.5.2.4** After receipt of the bids, the Architect shall analyze the bids, investigate the information about the apparent low bidder, consult with the Owner and make a written recommendation to the Owner to either award the Contract to the lowest responsible and responsive bidder or to reject all bids for cause as allowed by La. R.S. 38:2214

**§ 3.5.3 NEGOTIATED PROPOSALS**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**§ 3.6 CONSTRUCTION PHASE SERVICES****§ 3.6.1 GENERAL**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the Owner's modified AIA Document A201™-2007, General Conditions of the Contract for Construction current at the time of the opening of bids for the construction contract. If the Owner and Contractor subsequently modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions and resulting costs and damages, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment except for such services as required by § 3.6.7.

**§ 3.6.1.4** The Architect shall report to the Owner any observed deviations from the Contract Documents by the Contractor.

**§ 3.6.1.5** Except as otherwise provided in this Agreement or when direct communications have been specifically authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

**§3.6.1.6** Architect will share its BIM Model (if prepared) with the awarded Contractor for purposes of expediting shop drawing preparation and review. In addition, the Architect will provide its updated BIM Model (if prepared) to the Owner at the completion of construction and at no additional cost.

## **§ 3.6.2 EVALUATIONS OF THE WORK**

**§ 3.6.2.1** The Architect, as representative of the Owner, shall visit the site weekly and at other intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall require its consultants to visit the site a minimum of every other week and more frequent visits during critical portions of the work involving areas of work designed of their discipline and attend all required testing of materials or systems designed by Architect's consultants. The Architect and/or his Consultants shall observe form work, reinforcing and related items prior to every concrete pour and shall remain in attendance to observe commencement of concrete placement operations. Provided the concrete placement operations are proceeding without incident and the Owner's representative attending the pour specifically concurs, Architect and/or his Consultant may end their attendance at the concrete placement operations. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

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

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

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.2.6** The Architect shall submit written reports weekly on the progress of the Work, manpower, and quality of the Work. These reports shall detail the dates and times of each site visit by the Architect and or its consultants, weather conditions, areas under construction and other observations made by Architect. Copies of photographs taken shall be included in each report. These reports shall not relieve the Architect of the responsibility to immediately notify the Owner of any material deficiencies in the Work. The reports will be submitted to the Owner.

**§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, (4) verified the Contractor's calculations regarding percentage of completion, amounts for change orders, retainages, and schedule of values, or (5) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified by the Architect

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 SUBMITTALS**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

**§ 3.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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



**§ 3.6.5 CHANGES IN THE WORK**

**§ 3.6.5.1** The Architect may, with the approval of the Owner, authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. Change orders and Construction Change Directives prepared by the Architect shall be submitted with supporting documentation and data as required and in compliance with La. R.S. 38:2212(M)(1-5) to justify all costs included in any change order.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.5.3** Architect shall be financially responsible for costs that result from its errors and/or omissions. Although the Owner will participate in the cost of omissions to the extent of the value received by the Owner, the Architect shall be responsible for no less than ten percent of the total cost of the work necessitated by said omission(s), which the Owner shall be able to deduct from payments to the Architect. The Architect shall be responsible for the entire cost to remedy any error, which the Owner shall be able to deduct from payments to the Architect.

*Errors* are changes to the work caused by Architect for which the Contractor is entitled to payment but for which the Owner receives no value. Typically, these involve work that has been constructed and must be demolished and replaced.

*Omissions* are changes to the work caused by Architect for which the Contractor is entitled to payment for which the Owner receives value. Typically, these involve work that must be added to the contract with little or no change to the work that has been constructed.

**§ 3.6.6 PROJECT COMPLETION**

**§ 3.6.6.1** The Architect shall conduct inspections to determine the date or dates of Substantial Completion in accordance with the provisions of La. R.S. 38:2241.1 and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. Upon substantial completion or for beneficial occupancy, if requested by the Owner, the Architect, as part of the inspection, shall review the Contractor's comprehensive list of items to be corrected or completed and shall add to the list items the Architect observes that are not corrected or completed, which list is sometimes referred to as a "punch-list". As required by La. R.S. 38:2248, the Architect shall assign a dollar value for each item on the list. When the Owner desires to accept the Project on either substantial completion or beneficial occupancy, the Architect shall recommend such acceptance in writing and shall issue any Certificate for Payment of funds due the Contractor minus the following amounts: (1) the applicable retainage; (2) the amount of liquidated damages, if any; (3) the value of the list of items to complete or correct (punch-list). The Architect shall inspect and approve the completion of the list of items to be completed or corrected (punch-list) and shall issue a final Certificate for Payment upon final inspection indicating all the items on the list to complete and correct (punch-list) comply with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** At a closeout meeting, the Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; (3) any other documentation required of the Contractor under the Contract Documents and (4) confirmation that all punch lists have been completed by the Contractor.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

### **§ 3.6.7 ONE YEAR CORRECTION PERIOD**

**§ 3.6.7.1** The Architect as part of the basic services and without additional compensation shall immediately prior to 11 months after the issuance of a Certificate of Substantial Completion, assist the Owner with an inspection of the Work, prepare a report of all observed defective materials, equipment to be corrected or replaced and shall inspect all such items until corrected or replaced to conform to the requirements of the Contract Documents. This one year period shall be extended for any portions of the Work completed after the date of recording the Certificate of Substantial Completion or the Owner's acceptance.

## **ARTICLE 4 ADDITIONAL SERVICES**

**§ 4.1** Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

<b>Additional Services</b>	<b>Responsibility</b> (Architect, Owner or Not Provided)	<b>Location of Service Description</b> (Section 4.2 below or in an exhibit attached to this document and identified below)
<b>§ 4.1.1</b> Review of Programming and Educational Specifications	Basic Service Architect	§3.1A and 3.1.17
<b>§ 4.1.2</b> Multiple preliminary designs	Basic Service Architect	
<b>§ 4.1.3</b> Measured drawings	Basic Service Architect	§ 3.1.16
<b>§ 4.1.4</b> Existing facilities surveys	Basic Service Architect	
<b>§ 4.1.5</b> Site Evaluation and Planning	Basic Service Architect	§ 3.1.18
<b>§ 4.1.6</b> Building Information Modeling (if used)	Basic Service Architect	
<b>§ 4.1.7</b> Civil engineering	Basic Service Architect	§ 3.1
<b>§ 4.1.8</b> Landscape design	Basic Service Architect	§ 3.1, § 3.1.19
<b>§ 4.1.9</b> Architectural Interior Design	Basic Service Architect	§ 3.1
<b>§ 4.1.10</b> Value Analysis	Basic Service Architect	§ 3.1.20
<b>§ 4.1.11</b> Detailed cost estimating	Basic Service Architect	§ 3.1.21
<b>§ 4.1.12</b> On-site Project Representation (B207™–2008)	Not Provided	
<b>§ 4.1.13</b> Conformed construction documents	Basic Service Architect	§ 3.1.10
<b>§ 4.1.14</b> As-Designed Record drawings as-built BIM model	Basic Service Architect	§ 3.1.10
<b>§ 4.1.15</b> As-Constructed Record drawings and record specifications	Basic Service Architect	§ 3.1.10

§ 4.1.16	Post occupancy evaluation	Basic Service Architect	§ 3.1.22
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Owner	
§ 4.1.20	Telecommunications/data design	Basic Service Architect	§ 3.1.23
§ 4.1.21	Security Evaluation and Planning (	Basic Service Architect	§ 3.1.18
§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2012)	Not Provided	
§ 4.1.25	Fast-track design services	Basic Service Architect	
§ 4.1.26	Historic Preservation	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design	Basic Service Architect	§ 3.1.19

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

« »

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services approved in writing by Owner provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5
- .6 .7
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; or
- .9 .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .11

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

- .1 «No limit » ( « » ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 «No limit » ( « » ) visits to the site by the Architect over the duration of the Project during construction
- .3 «Three » ( «3 » ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «Two » ( «2 » ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within « » ( « » ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. No responsibility for services contracted to the Architect in this Agreement shall be shared by the Owner. Any review and/or approval by the Owner or its representatives shall not relieve the Architect of responsibility for the accuracy and completeness of the Architect's services, drawings and documents furnished pursuant to this Agreement and in no way should any review and approval alter the Architect's responsibilities in this Agreement with respect to such documents. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

§ 5.5 The Owner shall furnish services of evaluations of hazardous materials, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the Owner's General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 120 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of



Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications and as-built BIM Model (if prepared), and shall retain all common law, statutory and other reserved rights, including copyrights. Any plans, designs, specifications, other construction documents or Instruments of Service resulting from the professional services paid for by the Owner shall remain the property of the Owner whether the Project for which they were prepared were constructed or not all as more fully provided in La. R.S. 38:2317 and the Architect grants the Owner the license for the same. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license and in compliance with La. R.S. 38:2317 to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 or as otherwise provided in La. R.S. 38:2317.

**§ 7.4** Except for the licenses granted in this Article 7 and as provided in La. R.S. 38:2317, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 GENERAL**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 5 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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

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

**§ 8.2 MEDIATION**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. This Agreement to Mediate includes the obligation to include as part of any mediation, by joinder or consolidation, all persons or entities that are party to the Agreement to the extent necessary for the resolution of the matter in dispute involving the Project, the Owner and Architect further agree to include a similar Mediation Provision in all Agreements with independent Contractors and Consultants retained for the Project. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered in accordance with the rules of a Mediation Service with offices or representatives in New Orleans, Louisiana or the Greater New Orleans area.. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

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

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

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in Judicial District Court for the Parish in which the Project is located, which court shall serve as the sole and exclusive jurisdiction and venue for any disputes arising out of this Agreement.

☐ Other (Specify)

☐

**ARTICLE 9 TERMINATION OR SUSPENSION**

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

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

**§ 9.3** If the Owner suspends the Project for more than 120 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9, or as otherwise provided in La. R.S.38:2317.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

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

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall not knowingly specify or approve for use in the Project any materials containing asbestos, asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances, as defined under the Federal Toxic Substance Control Act 15 USC §2601 and the rules and regulations promulgated pursuant thereto, including specifically 40C.F.R. §763.103. Should the Architect become aware of the presence of the hazardous material or toxic substances on the Project Site, Architect shall immediately report the presence to the Owner, in writing. The Architect shall cooperate with the Owner in resolution of problems related to hazardous or toxic materials. Upon substantial completion, the Architect shall submit correspondence to the Owner reciting the provisions of the section and certifying compliance therewith. The Owner will use said correspondence as part of its compliance with the Asbestos Management Plan regulations of the State Department of Environmental Quality.

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

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order



to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

**§ 10.9** The Architect by signing this Agreements agrees to submit to the Owner a Non-Collusion Affidavit in compliance with the provisions of La. R.S. 38:2224. Also, the Architect will submit a completed affidavit as required by La. R.S. 38:2212.10, verification of employees.

**§ 10.10** Notwithstanding anything to the contrary contained in this Agreement, the Owner's review and approval of any and all documents or other matters required herein shall be for the purpose of providing Architect with information as to the Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documents, and in no way should any such review and approval alter Architect's responsibilities hereunder with respect to such document or Instruments of Service.

## ARTICLE 11 COMPENSATION

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

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

«The fee for Basic Services shall be calculated as the product of the fee percentage, adjusted for inflation, and the amount Available For Construction (AFC), adjusted for inflation. The fee percentage shall be computed by the formula:

$$\text{FEE PERCENTAGE} = \frac{46.10}{\text{Log (AFC (1975 BCI/Current BCI))}}$$

The fee shall be computed by the following formula:

$$\text{FEE} = \text{FEE PERCENTAGE (AFC(1975 BCI/Current BCI)(Current CPI/1975 CPI)}$$

Where "BCI" = Building Cost Index as published by Engineering News Record and "CPI" = Consumer Price Index as published by U.S. Department of Labor, Bureau of Labor Statistics.

Since the annual average computed in December of the BCI and CPI are used, fee calculations are based upon the most current calendar year average of both indices. Should fee modifications occur during the course of the project, the BCI and CPI index factors used to calculate the original fee shall be used. If a project, through no fault of the Designer, is inactive for more than 24 months, the current BCI and CPI index factors shall be applied to the project once re-activated.

The fee for progress payments to Architect prior to Contract Award shall be computed using the Owner's Budget in place of the Contract Award. When the Contract Award has been made the Architect's fee will be adjusted and payments to the Architect adjusted accordingly to reflect the actual earned fee based on the Log Contract Award.

**.2** The Architect shall promptly pay its consultants within thirty (30) days any amounts due the consultants out of the amount paid by the Owner to the Architect.

**.3** During the Construction Phase, the Architect progress payments shall use a percentage of completion of the Project construction that does not exceed the percentage as is reflected on the current certified Contractor's Application for Payment.

**.4** At Project Close Out, the Log Contract Award will be adjusted to reflect approved Change Orders. The final Log Contract Award used to determine Architect's final fee may be reduced to exclude the value of any change order line item determined by the Owner to have not increased the Architect's Basic Services and to exclude change order line item values that resulted from errors or omissions by the Architect. »

**§ 11.2** For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

« »

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

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

«See schedule in §11.2 above. »

#### § 11.4

« Routine change orders do not entitle the Architect to extra compensation. The Owner shall have the right to make this determination. Prior to the Architect preparing a change order for which he feels he is entitled to extra compensation in connection with any change order or other Modification to the Owner/Contractor Agreement, the Architect shall so notify the Owner and secure Owner's prior written approval to proceed with the change order or other Modification. When final payment is made to the Architect, all such change orders will be reviewed by the Owner and the Architect's Contract will be amended to reflect any extra compensation agreed to by Owner for change orders or other Modifications which the Owner has determined merit additional fee. The fee will be computed by increasing or decreasing the Contract award by the amount of change orders or other Modifications. The Architect's fee may be reduced as provided for in §3.6.5.3. »

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

Schematic Design Phase	«Ten »	percent (	«10 »	%)
Design Development Phase	«Fifteen »	percent (	«15 »	%)
Construction Documents Phase	«Thirty »	percent (	«30 »	%)
Bidding or Negotiation Phase	«Five »	percent (	«5 »	%)
Construction Phase	«Thirty-Five »	percent (	«35 »	%)
Closeout	Five		5%	
Total Basic Compensation	one hundred	percent (	100	%)

**§ 11.5.1** Payments for Construction Phase services will be made until the sum of payments equals 95% of the fee based on the Contract Award. When the Final Certificate has been executed and the Architect has completed all requirements of the Close Out Phase, including the Architect's review and delivery of record drawings and the Construction Close Out Documents, then the remaining 5% Close Out Phase fee will be paid.

**§ 11.6** When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

« »

**Employee or Category**

**Rate**

#### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

- .1 Deleted;
- .2 Deleted;

- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents except not for the convenience copies needed for the Architect's in-house coordination and/or distribution for use by other consultants. Bidders may incur reasonable and customary plan distribution charges during bidding and Architect will be reimbursed only those approved plan distribution costs that exceed payments collected from potential Bidders. The Architect shall furnish to Owner a legible register of all printed sets, identifying the bid set numbers, their respective recipients and dates transmitted, see Section 3.1.28;
- .5 Delivery for Plan Rooms only;
- .6 Deleted;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Deleted;
- .9 All taxes levied on reimbursable expenses;
- .10 Updated boundary surveys, new topographical surveys, and new geotechnical engineer fees, approved in advance by Owner; and
- .11 Fees and costs of Surveyor, as approved by Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants. No markup is allowed.

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

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

«See Article 7 »

#### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 Deleted.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. No interest shall be allowed for any unpaid invoice.

*(Insert rate of monthly or annual interest agreed upon.)*

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

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

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

«§ 12.1 Architect shall follow and comply with the procedural requirements of the Procedure Manual for Design and Construction, the Educational Specifications (for new schools only) to be provided by the Owner, and the Owner's Design Standards which by reference herein are made a part of this Agreement as if fully copied herein.

§ 12.2 The Architect agrees to perform related planning services at no additional cost to the Owner. Said services may include but not be limited to the following: .1 Architectural site evaluation studies; .2 Scope Development Studies; and .3 Studies of Existing Facilities.

§ 12.3 The Architect shall review and examine the Contractor's Schedule of Values prior to the start of any work and shall endeavor to guard the Owner against an unbalanced Schedule of Values that places more value on certain

elements of the work than is indicated in the Architect's Project Estimate or is reasonably applicable under the circumstances of the Project.

**§ 12.4** It shall be the duty of the Architect throughout the term of this Agreement, as part of the basic services, to make a prompt written record of all meetings, conferences, discussions and decisions made between and/or among the Owner, Architect and Contractor during all phases of the Project and concerning any material conditions in the requirements, scope, performance and/or sequence of work and to provide promptly a copy of such record to the Owner and Contractor.

**§ 12.5** Architect hereby represents to the Owner that Architect is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services hereunder; that the Architect has visited the site and Project and thoroughly familiarized itself with the local conditions under which the services required hereunder are to be performed; and that the Architect correlates its observations of same with all the requirements of this Agreement and the construction contract documents.

**§ 12.6** The Architect shall provide for the services of for topographic surveys and for geotechnical engineers to include but not limited to test borings, test pits, determinations of soil bearing values, percolation tests, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Owner will reimburse Architect for all such services and costs of geotechnical engineers.

**§ 12.7** The Owner's Budget (OFB) for this Project is »

## ARTICLE 13 SCOPE OF THE AGREEMENT

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

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

- .1 Owner's modified AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 Owner's modified AIA Document A201-2007, General Conditions of Contract for Construction

« »

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

« »

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

### OWNER

(Signature)

« »« »

(Printed name and title)

### ARCHITECT

(Signature)

« »« »

(Printed name and title)

# Coversheet

## Approve 2019-2020 School Year Calendar

<b>Section:</b>	III. Other Action Item
<b>Item:</b>	A. Approve 2019-2020 School Year Calendar
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	
<b>Related Material:</b>	2019-2020_School_Year_Calendar_Draft.pdf Calendar Worksheet.pdf

# AUDUBON SCHOOLS | 2019-2020 CALENDAR

JULY 2019						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	28	30	31			

**4** Independence Day

**1-3** Winter Break  
**6** PD - Teachers Rtn  
**7** Students Return  
**20** MLK Day - No School

JANUARY 2020						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST 2019						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**1** Faculty Return  
**6** All Faculty Mtg  
**14** 1<sup>st</sup> Day K-8  
**19** 1<sup>st</sup> Day PK4  
**20** 1<sup>st</sup> Day PK3  
**27** Back to School Gentilly  
**28** Back to School Lower  
**29** Back to School Upper

**14** Early Dismissal  
**19-20** Early Dismissal  
**21** PD No School  
**24-28** Mardi Gras Break

FEBRUARY 2020						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

SEPTEMBER 2019						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

**2** Labor Day  
**20** PD - No School

MARCH 2020						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

OCTOBER 2019						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**14-18** Fall Break (NO SCHOOL)  
**28-31** Spirit Week

**10-17** Spring Break

APRIL 2020						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

NOVEMBER 2019						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

**1** Spirit Week  
**25-29** Thanksgiving Break

**22** Last Day Students  
**25** School/Offices Closed  
**27** Last Day for Staff

MAY 2020						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

DECEMBER 2019						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**23-31** Winter Break

**21** Father's Day

JUNE 2020						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## 2019-2020 CALENDAR WORKSHEET (Audubon Uptown)

Month	# Full	405 Min	# Early Dis.	345 Min	# Half	225 Min	Total Min	Total Days
August	10	4050	3	1035			5085	13
September	15	6075	4	1380			7455	19
October	14	5670	4	1380			7050	18
November	13	5265	3	1035			6300	16
December	12	4860	3	1035			5895	15
January	14	5670	4	1380			7050	18
February	9	3645	5	1725			5370	14
March	18	7290	4	1380			8670	22
April	12	4860	4	1380			6240	16
May	13	5265	3	1035			6300	16
	130						65415	167

Total Minutes 65415

Total Days 167

State Required 63720  
 Audubon overage 1695

Notes	Start of school earlier allows for adequate Professional Development and set-up of classrooms
September PD	September PD Day is set up to allow all teachers on J1 Visa to participate in mandatory training in BR. All other teachers will have PD at the school site.
Fall Break	Fall Break - One week aligns with other French Schools in the city. Many teachers have spouses that work at the other schools, so we end up with a shortage of teachers and cannot provide adequate coverage of classrooms.
1st Trimester	Full day to allow time to hold 1st quarter conferences and discuss students with academic challenges
Winter Break	Winter Break - Two weeks align with other schools in the city
January PD	Full day to allow faculty & staff to collaboratively plan and prepare for 2nd semester
2nd Trimester Conferences	Full day to allow additional time for students in danger of failing and complete min-year retentions.
Mardi Gras Early Dismissal	Accommodate Uptown parade schedules

## 2019-2020 CALENDAR WORKSHEET (Audubon Gentilly)

Month	# Full	460	# Early Dis.	370	# Half	225 Min	Total Min	Total Days
August	10	4600	3	1110			5710	13
September	15	6900	4	1480			8380	19
October	14	6440	4	1480			7920	18
November	13	5980	3	1110			7090	16
December	12	5520	3	1110			6630	15
January	14	6440	4	1480			7920	18
February	9	4140	5	1850			5990	14
March	18	8280	4	1480			9760	22
April	12	5520	4	1480			7000	16
May	13	5980	3	1110			7090	16
	130						73490	167

Total Minutes 73490

Total Days 167

State Required 63720  
Audubon overage 9770

Notes	Start of school earlier allows for adequate Professional Development and set-up of classrooms
September PD	September PD Day is set up to allow all teachers on J1 Visa to participate in mandatory training in BR. All other teachers will have PD at the school site.
Fall Break	Fall Break - One week aligns with other French Schools in the city. Many teachers have spouses that work at the other schools, so we end up with a shortage of teachers and cannot provide adequate coverage of classrooms.
1st Trimester	Full day to allow time to hold 1st quarter conferences and discuss students with academic challenges
Winter Break	Winter Break - Two weeks align with other schools in the city
January PD	Full day to allow faculty & staff to collaboratively plan and prepare for 2nd semester
2nd Trimester Conferences	Full day to allow additional time for students in danger of failing and complete min-year retentions.
Mardi Gras Early Dism	Accommodate Uptown parade schedules



# Coversheet

## Financial Statements (October 2018)

<b>Section:</b>	IV. Finance Committee
<b>Item:</b>	A. Financial Statements (October 2018)
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	1810 ACS Financial Statements.pdf

**FRENCH AND MONTESSORI EDUCATION INCORPORATED**

**Financial Statements**

**For the Month Ended October 31, 2018**

These financial statements have not been subject to an audit, review, or compilation engagement, and no assurance is provided on them. Substantially all of the disclosures, and the statement of cash flows, required by accounting principles generally accepted in the United States of America have been omitted.

## Contents

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Statement of Activities and Change in Net Assets and Budget Comparison for the four months ended OCTOBER 31, 2018	3
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These financial statements have not been subject to an audit, review, or compilation engagement, and no assurance is provided on them. Substantially all of the disclosures, and the statement of cash flows, required by accounting principles generally accepted in the United States of America have been omitted.

**FRENCH AND MONTESSORI EDUCATION INCORPORATED  
D/B/A AUDUBON CHARTER SCHOOL  
STATEMENT OF FINANCIAL POSITION  
FOR THE MONTH ENDED OCTOBER 31, 2018**

**ASSETS****CURRENT ASSETS**

Cash and cash equivalents	\$ 1,051,776
Accounts receivable	987,809
Investments	1,425,443
Prepaid expenses and other current assets	<u>145,070</u>

Total current assets 3,610,098

PROPERTY AND EQUIPMENT, net 3,252,063

For the Month Ended October 31, 2018

**TOTAL ASSETS** \$ 6,862,161

**LIABILITIES AND NET ASSETS****CURRENT LIABILITIES**

Accounts payable and accrued expenses	\$ 349,245
Accrued salaries and benefits payable	98,518
Deferred revenues	<u>127,756</u>

Total current liabilities 575,519

**NET ASSETS**

Unrestricted net assets 6,286,642

**TOTAL LIABILITIES AND NET ASSETS** \$ 6,862,161

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**FRENCH AND MONTESSORI EDUCATION INCORPORATED  
D/B/A AUDUBON CHARTER SCHOOL  
STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS AND BUDGET COMPARISON  
FOR THE FOUR MONTHS ENDED OCTOBER 31, 2018**

	<u>Actual</u>	<u>Budget</u>	<u>Annual Budget</u>	<u>% Achieved</u>
<b>REVENUES AND SUPPORT</b>				
MFP revenues	\$ 2,883,760	\$ 2,821,000	\$ 8,463,000	34%
Fee revenues	38,088	73,440	244,800	16%
Public grants and program funding	519,803	555,548	1,851,826	28%
Private grants and donations	73,627	302,673	1,513,367	5%
Income from investments	10,423	18,333	55,000	19%
Other income	135,411	165,000	550,000	25%
Total revenues and support	<u>3,661,112</u>	<u>3,935,994</u>	<u>12,677,993</u>	29%
<b>EXPENSES</b>				
Salaries	2,234,022	2,225,225	7,213,057	31%
Benefits	550,351	738,751	2,391,769	23%
Custodial	-	-	-	0%
Disposal	8,822	6,800	20,400	43%
Dues	7,250	17,000	51,000	14%
Food service	122,701	125,174	410,091	30%
Insurance	34,817	83,514	223,600	16%
Materials	283,445	128,177	384,530	74%
Purchased services	378,942	197,321	999,841	38%
Rentals	577	5,493	14,311	4%
Repairs and maintenance	134,940	88,793	266,380	51%
Travel	9,429	18,333	55,000	17%
Utilities	102,691	104,820	314,460	33%
Depreciation	24,886	36,127	108,380	23%
Other expenses	20,835	44,458	133,375	16%
Debt Service	-	-	91,800	0%
Total expenses	<u>3,913,708</u>	<u>3,819,986</u>	<u>12,677,993</u>	31%
<b>CHANGE IN NET ASSETS</b>	<b>\$ (252,596)</b>	<b>\$ 116,008</b>	<b>\$ (0)</b>	
NET ASSETS - Beginning of period	<u>6,539,239</u>			
<b>NET ASSETS - End of period</b>	<b><u>\$ 6,286,643</u></b>			

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**FRENCH AND MONTESSORI EDUCATION INCORPORATED  
D/B/A AUDUBON CHARTER SCHOOL  
STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS AND BUDGET COMPARISON  
FOR THE MONTH ENDED OCTOBER 31, 2018**

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
<b>REVENUES AND SUPPORT</b>			
MFP revenues	\$ 745,439	\$ 705,250	\$ 40,189
Fee revenues	15,503	\$ 24,480	(8,977)
Public grants and program funding	371,619	\$ 185,183	186,436
Private grants and donations	27,831	\$ -	27,831
Income from investments	(274)	\$ 4,583	(4,857)
Other income	12,721	55,000	(42,279)
Total revenues and support	<u>1,172,839</u>	<u>974,496</u>	<u>198,343</u>
<b>EXPENSES</b>			
Salaries	\$ 717,995	\$ 691,407	26,588
Benefits	176,724	\$ 228,567	(51,843)
Custodial	-	\$ -	-
Disposal	3,760	\$ 1,700	2,060
Dues	5,486	\$ 4,250	1,236
Food service	111,530	\$ 37,786	73,744
Insurance	8,704	\$ 28,538	(19,834)
Materials	76,005	\$ 32,044	43,961
Purchased services	150,920	\$ 34,695	116,225
Rentals	577	\$ 201	376
Repairs and maintenance	40,122	\$ 22,198	17,924
Travel	4,181	\$ 4,583	(402)
Utilities	27,666	\$ 26,205	1,461
Depreciation	6,251	\$ 9,032	(2,781)
Other expenses	210	\$ 11,115	(10,905)
Debt Service	-	\$ 7,650	-
Total expenses	<u>1,330,131</u>	<u>1,139,972</u>	<u>197,810</u>
<b>CHANGE IN NET ASSETS</b>	<b>\$ (157,292)</b>	<b>\$ (165,476)</b>	<b>\$ 533</b>
NET ASSETS - Beginning of month	<u>6,443,935</u>		
<b>NET ASSETS - End of month</b>	<b><u>\$ 6,286,643</u></b>		

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**FRENCH AND MONTESSORI EDUCATION INCORPORATED**  
**D/B/A AUDUBON CHARTER SCHOOL**  
**STATEMENT OF CASH FLOWS**  
**FOR THE MONTH ENDED OCTOBER 31, 2018**

**Cash Flows from Operating Activities**

Changes in Net Assets	\$ (252,597)
Adjustments to Reconcile Change in Net Assets to	
Net Cash Provided by Operating Activities	
Net Realized and Unrealized Loss on Investments	1,391
Depreciation	24,886
(Increase) Decrease in Assets	-
Accounts Receivable	201,109
Interest Receivable	-
Prepaid Expenses	(29,861)
Increase (Decrease) in Liabilities	-
Accounts Payable	216,149
Accrued liabilities	70,952
Deferred Revenue	33,415
Total Adjustments	<u>518,041</u>
Net Cash Provided by Operating Activities	<u>\$ 265,444</u>

**Cash Flows from Investing Activities**

Sale of Investments	(5,482)
Purchases of Fixed Assets	<u>(1,341,448)</u>
Net Cash Used in Investing Activities	<u>\$ (1,346,930)</u>

<b>Net Increase in Cash</b>	<b>\$ (1,081,486)</b>
<b>Cash, Beginning of Period</b>	<b>\$ 2,133,262</b>
<b>Cash, End of Period</b>	<b><u>\$ 1,051,776</u></b>

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**FRENCH AND MONTESSORI EDUCATION INCORPORATED  
D/B/A AUDUBON CHARTER SCHOOL  
MANAGEMENT DISCUSSION AND ANALYSIS  
OCTOBER 31, 2018**

**1. MFP REVENUES**

The total 2% administrative fee, charged by the OPSB for its supervisory role in being the school's granting authority, retained by OPSB for fiscal year 2018-19, is \$65,352 through October 31, 2018 and is recorded within Purchased Services on the Statement of Activities and Change in Fund Balance.

**2. PUBLIC GRANTS & PROGRAM FUNDING**

	<u>Month</u>	<u>Year to Date</u>	<u>Annual Budget</u>	<u>% ACHIEVED</u>
NCLB - Title I				
Title II - Improving Teacher Quality		-		
IDEA-B		-		
LA 4 Preschool		-		
CODOFIL Stipends		-		
2016-17 F.A.T. Salary	315,000	420,000		
New School for Nola		18,030		
Federal Lunch Program	56,618	58,567		
Literacy Grant		11,603		
Total Public Grants and Program Funding	<u>\$ 371,618</u>	<u>\$ 508,199</u>	<u>\$ 1,851,826</u>	<u>27%</u>

**3. PRIVATE GRANTS AND DONATIONS**

	<u>Month</u>	<u>Year to Date</u>	<u>Annual Budget</u>	<u>% ACHIEVED</u>
Chinese - Donation In-Kind (Salaries)	12,900	25,800		
LASIP Program		2,305		
Give Nola		-		
Sunship		-		
Schwab Grant		-		
Keller Family		-		
Annual Giving and Other Donations	9,550	10,221		
Cool Zoo	5,381	16,373		
Kellogg Grant		-		
Walton Grant		-		
ECMO		-		
Society for French Schools		-		
GNOF		-		
Misc Donations		10,000		
Total Private Grants and Donations	<u>\$ 27,831</u>	<u>\$ 64,699</u>	<u>\$ 1,513,367</u>	<u>4%</u>

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**FRENCH AND MONTESSORI EDUCATION INCORPORATED  
D/B/A AUDUBON CHARTER SCHOOL  
MANAGEMENT DISCUSSION AND ANALYSIS  
OCTOBER 31, 2018**

<b>4. OTHER INCOME</b>	<b>Month</b>	<b>Year to Date</b>	<b>Annual Budget</b>	<b>% ACHIEVED</b>
Charter Care and Arts Reach	\$ 11,478	\$ 94,690		
Other Student Activity	1,070	7,890		
Consumable Fees		-		
EarthKeepers		-		
Summer Camp		-		
Food Service Revenues	173	3,799		
Other Miscellaneous		-		
Total Other Income	<u>\$ 12,721</u>	<u>\$ 106,379</u>	<u>\$ 550,000</u>	<u>19%</u>

<b>5. INVESTMENTS</b>	<b>Balance at 10/31/2018</b>
FNBC CDARS Account:	
Principal	\$ 531,668
Accrued Interest	7,043
Subtotal	<u>538,711</u>
Merrill Lynch Account:	
Cash/Money account	24,297
Government and Agency Securities	421,769
Corporate Bonds	260,612
Blackrock Mutual Fund	175,772
Accrued Interest	4,281
Subtotal	<u>886,731</u>
Total Investments	<u>\$ 1,425,442</u>

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# Coversheet

## Academic Update

<b>Section:</b>	V. CEO's Report
<b>Item:</b>	A. Academic Update
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	Principal's Report.pdf Policy for Recess-Draft.pdf Audubon Gentilly students celebrate Saints at Black.pdf

December 8, 2018

# This Month @ Audubon Schools

## NWEA MAP TESTING

Students at all three campuses will take the 2<sup>nd</sup> round of NWEA Map tests in December or January. These tests are administered to students three times each year to benchmark student progress, assist in instructional planning and identify specific academic gaps for students. Results of these assessments will be shared with parents beginning with Mid-Trimester Progress Reports for the 2<sup>nd</sup> Trimester.



## HOLIDAY PERFORMANCES

Holiday performances will be held by all three campuses.

### Gentilly

Thursday, December 6, 2018

2pm

School Auditorium

### Broadway

Wednesday, December 12, 2018

6pm

Dillard University Cook Theatre

\$10 (Pre-Sale Tickets Only)

### Milan

Thursday, December 13, 2018

6pm

New Orleans Jazz Market

\$10 (Pre-Sale), \$15 (At the door)

**You're Invited**

**Showcase**

Student Artwork By: Britta G.

**ARTS REACH**

**END OF THE YEAR ASSEMBLY & GALLERY**

THURSDAY, DECEMBER 6TH

PERFORMANCES BY:  
1ST & 2ND GRADE @ 2:00 P.M.  
PRE-K & K @ 2:50 P.M.

## A Rainbow Christmas



**A Joyous Holiday Musical For Young Voices**  
by Teresa Jennings



Audubon Upper School (Milan) Presents

**Deck the Halls with the Holidays!**

"A festive play with music, drama and laughs"

Starring 4th and 5th grade Talented Arts Theater students.

Featuring Music from Talented Arts Music students and General Music Classes.

Thursday Dec 13, 2018  
6:00pm  
New Orleans Jazz Market  
1436 Oretha Castle Haley Blvd, New Orleans, LA 70113

Tickets  
\$10 pre-sale  
\$15 at the door

Please note, there are a limited number of seats available due to the theatre capacity.

Visit  
<http://www.auduboncharter.org/CelebrationoftheArts>  
to purchase and buy your ticket today!

December 8, 2018

## Core Value: SERVE

### LIVING THE VALUES

This trimester, our Core Value Focus will be “SERVE”. In working with our student community to understand what it means to serve and why this is an important value in the Audubon community, we are launching several service projects this trimester. Stay tuned to learn about how our students are living the values!



### LEMONADE FUNDRAISER

On December 2<sup>nd</sup>, Upper School Student Council held a lemonade fundraiser for families who experienced loss due to the California wildfires. Multiple classes have pen pal relationships with schools in California, and the money will be used to purchase school supply/personal needs for these students and families

## SERVE

**We are committed to providing for everyone so that they may succeed. We encourage a sense of service because it strengthens our entire community.**

### CELEBRATING NEW ORLEANS

On November 26<sup>th</sup>, students from the three AEFE schools were invited to the home of the French Consul General, Monsieur Sciama, to plant a tree celebrating New Orleans' Tricentennial. During the celebration, M. Loic's class ( French 2<sup>nd</sup> grade) sung a song and 3 members of the Student Council (French 8<sup>th</sup> grade) from the upper school gave a speech.







## **Recess Policy**

### **Overview**

Audubon Schools believe that recess is an important part of a child's daily educational experience. Whether the child chooses to actively participate in a team sport, socialize with friends or take part in a more solitary activity, this time provides students with a break from the demands of the academic rigor of the instructional day.

### **Policy Statement**

Students at Audubon Schools will typically receive one (1) daily 20-minute period of recess. This period may be modified occasionally for reasons such as health and/or safety conditions, educational programming conflicts, shortened day schedules, or special activities. Recess may take place either indoors or outdoors depending on weather conditions, but will allow students the opportunity to engage in a choice activity or non-academic activity.

### **Disciplinary Considerations**

Students who misbehave may experience consequences which take place during recess time.

Students in grades Pre-K(3) – K may be asked to take a time out for disciplinary reasons that occur during playtime. The time out period may not be longer than one minute for each year of the child's age for each infraction up to a total of 10 minutes. Students who require additional intervention will be referred to the Behavior Support Interventionist or administration.

Students in grades 1-3 may be asked to engage in a reflection activity that may not exceed 10 minutes of a 30 minute period. Students may be assigned to a reflection activity for **repeated** and **consistent** violation



of school and/ class rules that cause a disruption to the learning environment (i.e. hitting, pushing, off task behavior during instructional time, etc.). During this reflection period, students must be actively supervised by faculty and allowed to share their reflection both verbally and in writing with the teacher. Following this reflection period, the student will be allowed to take part in recess for the remaining 20 minutes of the period.

Students in grades 4-8 may be asked to engage in a structured recess activity (teacher directed) or a restorative recess for repeated or consistent violations of school and/or class rules.

Students may have to complete obligations from the lunchroom or classroom, such as restoring the environment, before going to recess.

#### Recess Behavior (all grades)

It is expected that all students observe school-wide behavioral practices during recess.

Students who demonstrate behavior during the recess period that is harmful or injurious to themselves or others may be referred to the Behavior Support Interventionist or administration.

Safety will always be our top priority during recess, and students engaging in unsafe play will be redirected, and if necessary prohibited, from engaging in unsafe behaviors.



# Audubon Gentilly students celebrate Saints at Black & Gold Friday (photos)

BY [TYREE WORTHY](#) · PUBLISHED NOVEMBER 26, 2018 · UPDATED NOVEMBER 26, 2018



*More than 100 kindergarten through second grade students at Audubon School's new Gentilly campus celebrated the New Orleans Saints at Black & Gold Friday hosted by Hancock Whitney November 16, 2018.*

*(courtesy of Hancock Whitney Bank)*

Over 100 K thru 2nd grade students at [Audubon Gentilly School](#) celebrated the New Orleans Saints at the Black & Gold Friday hosted by Hancock Whitney on Nov. 16.

Saints mascot "Sir Saint," the Saintsations, Saints representatives, Audubon Gentilly educators, and local Hancock Whitney bankers joined students for a "Saints Play Football Experience" drill station, DJ dance party, and giveaways to help build students' enthusiasm for football and achievement in life.

“Seeing the children’s excitement at Hancock Whitney Black and Gold Friday is so inspiring,” said Caroline Milling, Hancock Whitney’s corporate donations director, in a statement to the press. “They have a chance to take part in a signature event that celebrates the hometown team they love. Their energy and the smiles on their faces as they meet ‘Sir Saint’ and the Saintsations, throw Saints footballs, and dance to their favorite music are truly wonderful to watch.”

Hancock Whitney and the New Orleans Saints host Black and Gold Fridays at selected schools and financial centers during football season as part of both organizations’ longstanding community commitment.

The events also tie to Hancock Whitney’s sponsorship as the official bank of the New Orleans Saints and Pelicans and the exclusive provider of the New Orleans Saints branded debit card.

*See photos from Black & Gold Friday below:*





*courtesy of Hancock Whitney Bank*



*courtesy of Hancock Whitney Bank*



*courtesy of Hancock Whitney Bank*





*More than 100 kindergarten through second grade students at Audubon School's new Gentilly campus celebrated the New Orleans Saints at Black and Gold Friday hosted by Hancock Whitney November 16. Saints mascot "Sir Saint," the Saintsations, Saints representatives, Audubon-Gentilly educators, and local Hancock Whitney bankers joined students for A Saints Play Football Experience drill station, DJ dance party area, and giveaways to help build "students' enthusiasm for gridiron action and achievement in life." (courtesy of Hancock Whitney Bank)*



*courtesy of Hancock Whitney Bank*

# Coversheet

## Operations Updates

<b>Section:</b>	V. CEO's Report
<b>Item:</b>	B. Operations Updates
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	December 2018 - Operations Report.pdf





## Operations Report

### Admissions

- The OneApp launched on November 19<sup>th</sup>. Families are now able to schedule testing in the OneApp portal.
- We have had a few new families assigned to the school this week.
- We are continuing with Open House sessions at our campuses. We will launch virtual Open House sessions after Winter Break for families who are unable to attend during the school day.

### Facilities

- Our Gentilly Facility Inspection has been moved to January 2019. Other inspections are in process.
- The contractor has finished installing the canopies at the Gentilly Campus. We met with the architects and Principal to review the drawings for the 2<sup>nd</sup> floor discuss use of the classroom space.

# Coversheet

## Development Updates

<b>Section:</b>	V. CEO's Report
<b>Item:</b>	C. Development Updates
<b>Purpose:</b>	FYI
<b>Submitted by:</b>	
<b>Related Material:</b>	Development December 2018 Board Report.pdf

## **Development Report for F.A.M.E. Board Meeting December 2018**

### **Cool Zoo:**

Last year, we had a total of 767 attendees. This year, we pre-sold 706 wristbands and had a total of 1,108 attendees.

Cool Zoo 2017 Total Revenue: \$8,900. Net \$4,400.

Cool Zoo 2018 Total Revenue: \$14,486. Net: \$9,650.

### **Fall Fete:**

Fall Fete 2017 Cash Sponsorships Confirmed: \$7,420

Fall Fete 2018 Cash Sponsorships Confirmed: \$7,750

### **City Park:**

I have pre-sold \$5,000 in sponsorships for our 2019 Rarebird Night in City Park in May, which is more than double our 2018 Sponsorship Total of \$2,400. We also have \$500 in sponsorships pending. The original sponsorship goal for this year was \$4,500, but I have now revised that goal to \$7,000.

### **Annual Fund:**

We kicked off our Annual Fund on September 19<sup>th</sup> and have raised \$33,200 of our \$50,000 goal as of December 5th. We have had 3 Board members contribute to date. A year-end appeal will be sent next week.

### **Kickin' Off the New Year with Kindness:**

NEW! This campaign is new to our fundraising portfolio and will kick off on January 10<sup>th</sup>. The premise of this campaign is to have students spearhead or participate in service-driven activities and request that members of the community "pay it forward" by making donations to support their efforts. This aligns with philosophies of both our French and Montessori programs as well as one of our three core values: service.

GOAL: \$15,000

### **Grants:**

Received to Date: \$18,029

Pending: \$25,000