

**CONTRACT FOR CITY SERVICES
BY AND BETWEEN
THE CITY OF CENTRAL, STATE OF LOUISIANA
AND
THE INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY
FOR THE PERIOD OF JULY 1, 2016, THROUGH JUNE 30, 2018**

WHEREAS, the City of Central entered into a Contract for City Services (“Contract”) with the Institute for Building Technology and Safety (“IBTS”) for the period of July 1, 2011, through June 30, 2016 (a copy of which is attached hereto as Exhibit A);

WHEREAS, Section 9.1 of the Contract provides that the initial term of the Contract was for five (5) years and gave the City of Central, with the concurrence of IBTS, the option of extending the Contract for one additional two (2) year term, commencing at 12:01 a.m. on July 1, 2016, and ending at midnight on June 30, 2018.

WHEREAS, by way of Ordinance No. 2015-41, the City of Central approved the extension of the Contract (“Extended Contract”) for an additional two (2) year term, in accordance with Section 9.1 of the Contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- A. The Contract is hereby extended for an additional two (2) year term, commencing at 12:01 a.m. on July 1, 2016, and ending at midnight on June 30, 2018.
- B. This Extended Contract adopts and incorporates any and all terms and conditions of the Contract and any attachments thereto, and all such terms, conditions, and attachments are incorporated as if set forth herein *in extenso*, subject to the following modifications:

Sections 9.1 and 9.2 are stricken from the Extended Contract.

Section 11.2 is hereby amended as follows:

CITY may terminate CONTRACT at any time without penalty by giving one hundred twenty (120) calendar days written notice to CONTRACTOR. Upon any termination of CONTRACT, CONTRACTOR shall be entitled to the monthly payments to the extent work has been performed satisfactorily. ~~In the event of termination by CITY for reasons other than default prior to June 30, 2014, CITY shall assume lease payments through June 30, 2014 of Municipal Service Center and any equipment lease for~~

~~equipment used solely to perform services pursuant to CONTRACT, provided CONTRACTOR has filed copies of said leases with the City Clerk prior to receipt of written notice of termination.~~ In the event of termination by CITY for reasons other than default prior to June 30, 2016~~8~~, CITY shall negotiate in good faith with CONTRACTOR to determine the cost of demobilization to be paid by CITY. In the event of termination prior to the end of a fiscal year, any rebate, in accordance with Section 8.7 of this CONTRACT, shall be determined on a pro-rata basis.

Section 16.1 is hereby amended as follows:

~~Upon~~ Within ninety (90) days of the execution of the extension of this Contract, CONTRACTOR shall furnish a performance bond issued by a commercial surety authorized to do business in Louisiana in the total amount of ~~the annual compensation for services for Year 1, Year 2 and Year 3~~ one-million dollars (\$1,000,000.00). ~~On or before July 1, 2012, CONTRACTOR shall furnish a performance bond issued by a commercial surety authorized to do business in Louisiana in the amount of the annual compensation for services for Year 4. On or before July 1, 2013, CONTRACTOR shall furnish a performance bond issued by a commercial surety authorized to do business in Louisiana in the amount of the annual compensation for services for Year 5.~~

Section 20.3 is hereby amended as follows:

CONTRACTOR acknowledges that CITY may be advised by various other professionals including but not limited to engineers, traffic engineers, planners, building officials, police officers and firefighters, and that on all matters within their respective expertise subject to the approval of CITY, CONTRACTOR shall abide by their advice and direction in the performance of its duties as they relate to matters of CITY. In the event CONTRACTOR believes that compliance with such advice will require modification of this CONTRACT, modifications shall be in accordance with Section 8.

Section 31.1 is hereby amended as follows:

Whenever either party desires to give notice to the other, written notice must be given by certified United States mail with return

receipt requested, hand delivery, or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, PARTIES designate the following as the respective places for giving of notice:

For CONTRACTOR: Institute for Building Technology and Safety
ATTN: Ashok Goswami, MBPA, PE,
Chief Executive Officer
505 Huntmar Park Drive, Suite 250
Herndon, Virginia 20170
FAX: 703-437-6432

For CITY: ATTN: Mayor ~~Shelton "Mac" Watts Jr.~~ Shelton
13421 Hooper Rd, Suite 8
Central, LA 70818
FAX: 225-261-0811

~~And to:~~

~~Sheri M. Morris, City Attorney
8440 Jefferson Highway, Suite 301
Baton Rouge, LA 70809
FAX: 225-928-4925~~

For all CITY related matters, including both incoming and outgoing mail, CONTRACTOR shall use the address of Central Municipal Services Building.

Section 33.2 is hereby amended as follows:

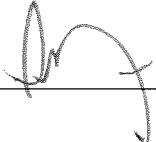
CONTRACTOR represents that nothing contained herein or any obligation on the part of CONTRACTOR to be performed hereunder is in any way contrary to or in contravention of any policy of insurance or surety bond required of CONTRACTOR pursuant to the laws of the State of Louisiana.

Attachment E – Schedule of Fees is hereby amended to reflect the information and amounts identified on the attached Attachment E – Schedule of Fees.

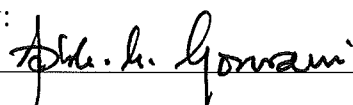
IN WITNESS WHEREOF, the PARTIES hereto have caused their respective agents to execute this CONTRACT on their behalf, on the dates set forth below.

CITY OF CENTRAL

**INSTITUTE FOR BUILDING
TECHNOLOGY AND SAFETY**

By:  3/8/16

Mayor I.M. Shelton, Jr.

By:  3/08/16

Ashok Goswami, MBPA, PE
Chief Executive Officer

Date: March 8, 2016

Date: March 8, 2016

Attachment E – Schedule of Fees

ALL SERVICES IN CITY SERVICES CONTRACT

| YEAR 6 (JULY 1, 2016 – JUNE 30, 2017) \$ 3,569,162 | | | | | |
|---|-----------------|-----------------|-----------------|-----------------|-----------------|
| 08/20/16 | 09/20/16 | 10/20/16 | 11/20/16 | 12/20/16 | 01/20/17 |
| \$297,430.17 | \$297,430.17 | \$297,430.17 | \$297,430.17 | \$297,430.17 | \$297,430.17 |
| 02/20/17 | 03/20/17 | 04/20/17 | 05/20/17 | 06/20/17 | 07/20/17 |
| \$297,430.17 | \$297,430.17 | \$297,430.17 | \$297,430.17 | \$297,430.17 | \$297,430.17 |

| YEAR 7 (JULY 1, 2017 – JUNE 30, 2018) \$ 3,688,372 | | | | | |
|---|-----------------|-----------------|-----------------|-----------------|-----------------|
| 08/20/17 | 09/20/17 | 10/20/17 | 11/20/17 | 12/20/17 | 01/20/18 |
| \$307,364.33 | \$307,364.33 | \$307,364.33 | \$307,364.33 | \$307,364.33 | \$307,364.33 |
| 02/20/18 | 03/20/18 | 04/20/18 | 05/20/18 | 06/20/18 | 07/20/18 |
| \$307,364.33 | \$307,364.33 | \$307,364.33 | \$307,364.33 | \$307,364.33 | \$307,364.33 |

Per section 3.4.5 of this Contract, the above fees do not include Permit and Inspection fees. Permit and Inspection fees will be invoiced to CITY monthly.