

PROJECT ADVISOR AGREEMENT

This Agreement made this 03 / 27 / 2020 day of _____, 2020 by and between

University Lakes LLC
3796 Nicholson Drive
Baton Rouge, LA
("UL")

and

B&D|CSRS, L.L.C.
6767 Perkins Road, Suite 200
Baton Rouge, LA 70808
("Project Advisor")

Background

University Lakes LLC ("UL"), a special purpose entity created for this Project by LSU Real Estate and Facilities Foundation ("REFF"), a Louisiana nonprofit corporation supporting LSU, held a competitive Request for Proposals process to select a firm to serve as project advisor to assist with implementation of the Master Plan for the six lakes surrounding LSU's campus, including providing financial analysis, soliciting and selecting a design firm, contractor, and other vendors to design and construct dredging and improvements to the lakes, and assisting with compliance of restrictions attached to various funding sources anticipated to be used to fund the University Lakes Project ("Project").

UL has established a Project Management Committee ("PMC") to provide recommendations to UL regarding the Project. The membership of the PMC consists of Voting Members, Non-Voting Members, and Professional Advisors (the project advisor serves as a Professional Advisor to the PMC). A majority vote of the Voting Members is required for any recommendation made by the PMC to UL and/or REFF. Each member (voting or non-voting) can designate any other person to represent that member at any meeting of the PMC, and any person so designated in writing shall have full authority of membership, including the right to vote on any item before the PMC. Voting members are made up of: 3 State members (the Commissioner of Administration, the Director of the Office of Facility Planning and Control, and the Secretary of the Department of Transportation and Development), 2 LSU members (the Executive Vice President for Finance and Administration and the Director of Athletics), 2 City-Parish members (the Mayor-President and the Director of Transportation and Drainage) and 2 BREC members (the Superintendent and the Assistant Superintendent of Planning). The PMC will review and make recommendations to UL and/or REFF regarding major procurements, contracts and phasing of the Project.

As a result of the recommendation of the Committee following the competitive selection process, UL wishes to retain B&D|CSRS, L.L.C. ("Project Advisor") to serve as UL's project manager for the Project. The UL desires to engage Project Advisor for this purpose and Project Advisor desires to perform the work as defined in this Agreement.

Now, therefore, in consideration of the foregoing, the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally and equitably to be bound, mutually agree as follows:

ARTICLE 1: SCOPE OF WORK

1.1 Basic Services

The specific tasks that Project Advisor is to perform are set out in the attached Exhibit A ("Basic Services"), which is incorporated herein by reference.

1.2 Additional Services—Changes in Basic Services

Changes may be proposed to the Basic Services required to be performed under this Agreement by the Project Advisor if UL materially changes the scope, objectives, and/or timetable for Basic Services in writing or if UL fails to provide decisions, instructions or requested information in a timely manner (but only for those occasions when Project Advisor has provided UL with timely, explicit written notice of the date or dates by which decisions or other performance is reasonably required and reasonably adequate time for review and approval), makes substantial modifications to properly approved instructions or information previously provided, or makes personnel changes that materially affect Project Advisor's performance of this Agreement. In such event, the parties shall attempt to negotiate a modification or change order in accordance with the terms of this Agreement.

Changes in Basic Services required to be performed under this Agreement by the Project Advisor and the entitlement of the Project Advisor to any additional compensation shall be made only by a written amendment to this Agreement executed by UL and the Project Advisor (individually "**Party**", collectively "**Parties**"). Unless otherwise agreed to in writing by the Parties, any such amendment shall be executed by the Parties prior to the performance by the Project Advisor of any services required by any such amendment.

1.3 UL Initiated Optional Services

UL, without invalidating this Agreement, may in writing request that the Project Advisor shall provide Optional Services under this Agreement and shall be compensated for the performance of any Optional Services requested by the UL as provided in Article 4 of this Agreement.

The Project Advisor shall perform Optional Services only after UL and the Project Advisor have executed a written amendment to this Agreement specifically providing for the performance by the Project Advisor of such Optional Services.

ARTICLE 2: STAFFING AND INTERACTION

2.1 Standard of Care

The Project Advisor covenants with UL to furnish its professional skill and judgment with due care in accordance with the generally accepted standards of good project management practice, in accordance with the applicable federal, state and local laws and regulations in effect on the date of this Agreement and in cooperation with, and in reliance upon, the work and services to be performed by other professionals retained by UL in connection with the Project. The Project Advisor agrees to furnish efficient business administration and management services pursuant to the terms of this Agreement and to use its professional efforts at all times in an expeditious and economical manner consistent with the interests of UL.

2.2 Project Advisor

The Project Advisor has designated its key personnel, including a project leader (the "**Project Lead**") on Exhibit C. The Project Lead shall serve as the primary point of contact or liaison between the Project Advisor and UL directing the overall work effort and coordinating the day-to-day work of this engagement. The Project Advisor shall assign appropriate additional staff to provide assistance as necessary. The Project Advisor may reassign or substitute key personnel designated on Exhibit C only upon consent by UL, whose consent shall not be withheld or delayed unreasonably, or upon the unavailability of previously assigned personnel due to illness or other factors beyond Project Advisor's control.

2.3 UL

UL shall designate one of its members, officers, or employees to serve as the Project Advisor's point of contact for purposes of providing decisions, instructions and other information to Project Advisor (such designee(s) being individually and collectively referred to as the "UL Representative"); UL approval of any changes to this Agreement involving changes to Basic Services, or the approval of Additional Services or Optional Services, may require a recommendation from the PMC prior to execution of any amendments, modifications or other changes to this Agreement. The UL Representative shall be deemed to have provided decisions or instructions to Project Advisor only if the UL Representative shall have communicated instructions in writing. UL may substitute other representatives to serve as Project Advisor's points of contact upon reasonable prior written notice to Project Advisor.

Project Advisor recognizes that the UL is undertaking the Project for the benefit of LSU, which owns the majority of the property and rights that will be the subject of the Project. While Project Advisor understands that LSU has a substantial interest in the Project and that, as between LSU and UL, some activities undertaken pursuant to this Agreement may require approval by or consultation with LSU, Project Advisor may rely on representations by the UL Representative that those approvals or consultations have been made. This Agreement does not create a contract between LSU and Project Advisor.

2.4 Related Agreements with Other Parties

UL, in its discretion, may contract with other professionals associated with the Project directly related to the Basic Services, Additional Services (if any), and Optional Services, (if any) (individually and collectively " Advisor Services"), such as Professional Design Consultants, or Contractors ("Other Parties").

- 2.4.1 The services, duties and responsibilities of the Other Parties shall be described in a written agreement between UL and the Other Parties
- 2.4.2 UL shall, in the agreements between UL and the Other Parties, require the Other Parties to perform their work and services in cooperation with the Project Advisor, consistent with this Agreement and in accordance with applicable scheduling and budgeting requirements pertinent to the Project. The agreement between the UL and the Other Parties shall include a waiver of any rights of subrogation against the Project Advisor. Where appropriate and at the request of the Project Advisor, sufficient copies of the agreements shall be furnished to the Project Advisor without cost.
- 2.4.3 Where appropriate, UL shall send to the Project Advisor and shall require the Other Parties to send to the Project Advisor copies of all notices and communications sent by the Other Parties to UL relating to the Project.
- 2.4.4 The services, information and reports required by this Article to be provided by UL shall be furnished without cost, and the Project Advisor shall be entitled to rely upon the accuracy and completeness of such services, information and reports.

2.5 Access to Information

Project Advisor expects to call on appropriate UL and/or REEF personnel for purposes of gathering information and conducting research for this engagement. The close involvement of UL's decision-makers may be required to identify both goals and constraints. Accordingly, UL shall provide Project Advisor with timely input and feedback from such decision-makers, as well as access to information, facilities, and other personnel upon reasonable request.

ARTICLE 3: TIMETABLE

3.1 Basic Services

- 3.1.1 The duration of the Basic Services required to be performed under this Agreement by the Project Advisor shall be approximately five (5) consecutive calendar months, which commenced in January 2020. Invoices for services performed between the UL and the Project Advisor, which

include services between January 2020 and the execution of this Agreement are subject to the provisions outlined in Article 8.

- 3.1.2 Project Advisor began its work January 29, 2020. Project Advisor shall devote its reasonable best efforts to meeting all target dates and completing the Basic Services in accordance with the deadlines set forth in this Agreement, provided that UL has complied with its obligations to provide timely and accurate information. The Parties shall use their reasonable best efforts to coordinate specific dates for meetings with key participants and other events both before and after delivery of the Project.
- 3.1.3 Subject to the terms of Section 3.1.2, the commencement date for the performance of Basic Services by the Project Advisor shall be January 29, 2020 and the ending date shall be May 31, 2020 subject to the provisions outlined in Article 8.

3.2 Additional Services – Changes in Basic Services

The timetable for Additional Services or Changes in Basic Services shall be determined in an executed a written amendment to this Agreement, as referenced in Paragraph 1.2.

3.3 Optional Services

The timetable for Optional Services shall be determined in an executed a written amendment to this Agreement, as referenced in Paragraph 1.3.

ARTICLE 4: COMPENSATION AND METHOD OF PAYMENT

4.1 Compensation for Basic Services

Compensation for Basic Services shall be based on the established rates in Exhibit B. Compensation is based on providing the services described in Exhibit A for the period of time identified in Paragraph 3.1.1.

4.2 Compensation for Changes to Basic Services and Additional Services

- 4.2.1 The Project Advisor may be entitled to receive additional compensation when the scope or duration of Basic Services is modified.
- 4.2.2 Per Paragraph 1.2, should the scope or duration of Basic Services be modified under circumstances where Project Advisor may be entitled to additional compensation, Project Advisor shall request a written amendment to this Agreement which, unless otherwise agreed to in writing by the Parties shall be executed by the Parties prior to the performance by the Project Advisor of any services required by any such amendment.

4.3 Compensation for Optional Services

The UL shall pay the Project Advisor compensation for Optional Services requested by UL in writing and performed by the Project Advisor. The Project Advisor will provide UL with a proposal for the requested Optional Services and, per Paragraph 1.3, the Optional Services will be accepted by written amendment to this Agreement executed by UL and Project Advisor.

4.4 Reimbursable Expense

The term "Reimbursable Expenses" as used in this Agreement shall mean those costs reasonably and necessarily incurred in the proper performance by the Project Advisor of Basic Services, Additional Services, and Optional Services. Reimbursable Expenses shall be in addition to compensation for Basic Services, Additional Services, and Optional Services. Reimbursable expenses include, but are not limited to, reasonable charges for airline tickets, meals, postage, overnight delivery service, photocopying charges, long distance telephone charges, and mileage where applicable. Project Advisor shall use its reasonable best efforts to minimize expenses consistent with Project Advisor's professional standards for timely completion of quality work product. Project Advisor shall be reimbursed for reasonable out-of-pocket expenses incurred on UL's behalf at cost and with no mark-up or multiplier, subject to a maximum Reimbursable Expenses allowance for Basic Services of Twenty Thousand Dollars, \$20,000 as provided for in Exhibit B. Project Advisor shall timely notify UL should it determine that the Reimbursable Expenses allowance will be exceeded, and, in the event that Project Advisor wishes to request an increase in the allowance, provide a written explanation of the justification for and the additional amount of Reimbursable Expenses requested.

4.5 Additional UL Expenses

The Project may require additional third-party contract services including, but not limited to, appraisals, geotechnical reports, environmental studies, approvals, variances, easements, assessments, permits, licenses, laboratory tests, inspections and reports. UL will contract directly with the third parties and will pay those parties. The Project Advisor will provide assistance and oversight for the procurement and management of additional third-party contract services required for the Project as part of Basic Services. The Project Advisor is not responsible for the work product or performance of any third-party contractors who contract with the UL directly outside of this Agreement.

4.6 Application for Payment

Project Advisor shall on a monthly basis submit applications of payment to UL for Basic Services, Additional Services, and Optional Services performed during such month and for Reimbursable Expenses incurred during such month, all in a form and containing such detail as may reasonably be requested by UL.

4.7 Payment

Provided that the Project Advisor is not in default under this Agreement and submits an application for payment hereunder reasonably in accordance with this Agreement and is then reasonably in compliance with the terms and conditions of this Agreement, UL shall pay all amounts applied for in such application within fifteen (15) days after the receipt by the UL of such application. Applications for payment submitted hereunder by the Project Advisor are subject to the review and approval of the UL. If UL should dispute any amount included in any application for payment submitted hereunder by the Project Advisor, UL shall pay, in accordance with the terms of this Agreement, any amounts included in such application and not disputed.

4.8 Late Payment

Project Advisor shall be entitled to assess a monthly finance charge of "Prime Rate " plus one percent (1%) for any fees and expenses that are not paid sixty (60) days after the date of invoice. For purposes of this Agreement, Prime Rate means the interest rate offered from time to time by money center banks as published in the "Money Rates" section of **The Wall Street Journal**. UL shall designate a representative to serve as Project Advisor's point of contact for the submission of invoices and questions concerning their payment status.

4.9 Withholding of Payments

No deductions shall be made from any amounts payable hereunder to the Project Advisor on account of any penalty, liquidated damages, retainage or other sums claimed or withheld by UL from payments to the Other Parties, provided however that UL shall be entitled to withhold amounts payable hereunder to the Project Advisor to the extent that such amounts are the subject of a bona fide dispute between UL and the Project Advisor.

4.10 Federal Tax Identification

Project Advisor's Federal Tax Identification Number is 47-3474815, and it is duly incorporated in the State of Louisiana.

ARTICLE 5: INTELLECTUAL PROPERTY AND CONFIDENTIALITY

5.1 Right to Work Product

UL and Project Advisor shall jointly own the copyrights to studies, reports, and all other written documents authored by Project Advisor in the course of work performed pursuant to this Agreement ("Work Product"). As author of Work Product, Project Advisor shall have the right to apply for copyright registration for all or portions of such product and shall identify UL as joint copyright claimant in any such application. Each party hereby assigns to the other party a joint ownership interest and license in Work Product, together with Improvements to Work Product. As used herein, the term "Improvements" means modifications or enhancements that either party makes to Work

Product directly or indirectly, whether or not such modifications or enhancements are entitled to copyright protection.

Neither party shall assign, grant, or license its copyright interests in Work Product and Improvements to any third party without the prior written consent of the other party, which consent shall not be withheld unreasonably. Each party shall cooperate with the other party's reasonable efforts to enforce copyrights in Work Product and Improvements against infringing third parties. If UL is required by law to release Work Product and Improvements to third parties, UL shall redact or otherwise protect Project Advisor 's Proprietary Models defined in Paragraph 5.2 to the fullest extent permitted by law. Project Advisor shall cooperate with the UL's reasonable efforts to enforce copyrights in Work Product and Improvements against infringing third parties.

If UL is required by law to release Work Product and Improvements to third parties, UL shall redact or otherwise protect Project Advisor's Proprietary Models defined in Paragraph 5.2 to the fullest extent permitted by law.

5.2 Intellectual Property

Notwithstanding anything to the contrary contained in this Agreement , Project Advisor shall retain ownership of all patents, trademarks, copyrights, trade secrets, registered designs, service marks, trade names, logos, inventions and all other intellectual property rights relating to proprietary software, analytical models, methods and techniques ("Proprietary Models") that Project Advisor owns and uses in performing work pursuant to this Agreement. Project Advisor hereby grants a nonexclusive license to UL to copy, display, distribute and otherwise use the Proprietary Models for UL's own internal, noncommercial use provided that they are not provided to third parties without Project Advisor's prior, express written consent.

5.3 Confidentiality

As used herein, the term "Confidential Information" means any information relating to UL or LSU, including any of their respective members, directors, employees, students, or other affiliated persons or legal entities that is not within the public domain or that UL or LSU has specifically designated as confidential by written notice to Project Advisor.

Project Advisor hereby acknowledges that all information furnished by UL and/or LSU to Project Advisor or obtained by Project Advisor in the course of Project Advisor's Services , or in any way arising from or relating to any and all studies or entries related to the Project by Project Advisor, its agents or representatives, shall be treated as confidential information ("Confidential Information") whether specifically designated as confidential by written notice or not.

Project Advisor shall not, without UL 's prior written consent, disclose Confidential Information to any third party, other than if such disclosure is

- a) Reasonably necessary to enable Project Advisor to perform this Agreement;

- b) a general statistical summary that does not single out UL,
- c) provided to UL, LSU, UL and/or LSU's employees, agents or representatives, or Project Advisor's agents, employees, representatives, attorneys, consultants;
- d) in response to lawful process or subpoena or other valid and or enforceable order of a court of competent jurisdiction; and/or
- e) as required by applicable law.

ARTICLE 6: INSURANCE

6.1 Insurance Provided by Project Advisor

6.1.1 Commercial General Liability Insurance

General Aggregate \$2,000,000
 Products/Completed
 Operations Aggregate \$1,000,000
 Personal & Advertising Injury \$1,000,000
 Each Occurrence \$1,000,000
 Fire Damage (any one fire) NIL
 Medical Insurance (any one person) NIL

6.1.2 Comprehensive Automotive Liability Insurance

The minimum amount of limits shall be \$1,000,000 for each occurrence - bodily injury and property damage.

6.1.3 Workers Compensation Insurance

Each Accident \$1,000,000
 Disease - Policy Limits \$1,000,000
 Disease - Each Employee \$1,000,000

6.1.4 Professional Liability Insurance

Project Specific Policy:
 Per Claim/Total Aggregate \$1,000,000 / \$2,000,000
 Blanket Policy:
 Per Claim/Annual Aggregate \$1,000,000 / \$2,000,000

**6.1.5 Umbrella
 \$5,000,000**

6.2 Insurance Provided by the UL

UL shall be responsible for its own liability insurance and, at its option, may purchase and maintain such insurance as will protect UL against claims which may arise from operations under this

Agreement. UL shall cause Other Parties associated with the Project to provide and maintain, under the provisions of the contract between UL and the Other Parties, adequate commercial general liability insurance, automobile liability insurance and where applicable and otherwise deemed appropriate by UL, professional errors and omissions insurance.

ARTICLE 7: MUTUAL INDEMNIFICATION

- 7.1 The Project Advisor agrees to indemnify and hold harmless UL and its respective members, managers, employees, agents and representatives from and against any and all claims, demands, suits and damages for bodily injury and property damage that arise out of or result from negligent or wrongful acts or omissions of the Project Advisor or any party for whose negligent or wrongful acts or omissions the Project Advisor may be responsible, including without limitation, any party retained by, through and/or under the Project Advisor , provided however that the Project Advisor shall not be deemed hereunder to be responsible for any acts or omissions of Other Parties retained by, through or under the Other Parties.
- 7.2 UL agrees to indemnify and hold harmless the Project Advisor and its employees, agents and representatives from and against any and all claims, demands, suits and damages for bodily injury and property damage that arise out of or result from the negligent or wrongful acts or omissions of UL or any party for whose negligent or wrongful acts or omissions UL may be responsible, including without limitation any party retained by, through or under UL, provided however that UL shall not be deemed hereunder to be responsible for any acts or omissions of the Project Advisor or any party retained by, through or under the Project Advisor.
- 7.3 UL shall (a) cause the Other Parties to agree to indemnify and hold harmless the Project Advisor from and against any and all claims, demands, suits and damages for bodily injury and property damage that arise out of or result from the negligent or wrongful acts or omissions of the Other Parties and/or any party for whose negligent or wrongful acts or omissions the Other Parties may be responsible, including without limitation any party retained by, through or under the Other Parties, and (b) cause the Other Parties to agree to indemnify and hold harmless the Project Advisor from and against any and all claims, demands, suits and damages for bodily injury and property damage that arise out of or result from the negligent or wrongful acts or omissions of the Other Parties and/or any party for whose negligent or wrongful acts or omissions the Other Parties may be responsible, including without limitation any party retained by, through or under the Other Parties.
- 7.4 Limitation of Liability
Neither UL nor Project Advisor shall be liable to the other Party for any consequential, exemplary, special, incidental, or punitive damages sounding in contract or tort except as may arise from breach of Article 5 above or as may be necessary to provide indemnification in accordance with Article 7 against actions or claims asserted by third parties. Notwithstanding any other provision in this Agreement , and regardless of the basis on which the claim is made, Project Advisor's aggregate liability for direct damages shall be limited to either (a) in the case damages are insured under valid and collectible policies of insurance maintained by Project Advisor as specified in Article 6 of this

Agreement , the applicable limit(s) of such policies or (b) in the case damages are not insured under valid and collectible policies of insurance maintained by Project Advisor as specified in Article 6 of this Agreement , one hundred percent (100%) of actual compensation received by the Project Advisor and its assignee (if any) under the terms of this Agreement.

7.5 Waiver of Subrogation

The UL and the Project Advisor waive all rights against each other for damages occurring during the construction of the Project to the extent covered by valid and collectible insurance and to the extent that insurance proceeds are actually received. The UL and the Project Advisor shall each require similar waivers in favor of the UL and the Project Advisor from all parties retained by, through or under each in connection with the design and construction of the Project.

ARTICLE 8: TERMINATION, SUSPENSION, DISPUTE RESOLUTION

8.1 Termination

8.1.1 This Agreement may be terminated by:

8.1.1.1.1 Either UL or the Project Advisor upon thirty (30) days ' prior written notice to the other should the other fail substantially to perform in accordance with the terms and conditions hereof ; or if all or a substantial part of the Project is stopped for a period of sixty days under an order of any court or other public authority having jurisdiction over the Project or as a result of a governmental act; or

8.1.1.1.2 UL for any reason upon sixty (60) days' prior written notice.

8.1.2 In the event of any termination of this Agreement which is not the fault of the Project Advisor, the Project Advisor shall be paid all amounts payable hereunder to the Project Advisor in respect to authorized services properly and timely performed and reasonable Reimbursable Expenses incurred through the effective date of termination. Under no circumstances shall the Project Advisor be entitled to anticipated revenue or profit on the value of services not performed.

8.1.3 In the event the Project Advisor is in default under this Agreement and this Agreement is terminated by UL, UL shall be required to pay the Project Advisor only for those services which have been properly rendered hereunder by the Project Advisor and for any Reimbursable Expenses reasonably incurred hereunder by the Project Advisor in rendering such services.

8.2 Suspension

8.2.1 UL may in writing order the Project Advisor to suspend all or any part of the services required to be performed under this Agreement by the Project Advisor for the convenience of UL or for any work stoppage beyond the control of UL or the Project Advisor. If the performance of all or any

part of the services required to be performed under this Agreement by the Project Advisor is so suspended, the Project Advisor 's compensation and Reimbursable Expenses for remaining Basic Services , Additional Services or Optional Services and the schedule for the performance of any remaining services shall be equitably adjusted if appropriate and this Agreement shall be amended in writing accordingly by UL and the Project Advisor. Temporary suspensions or curtailment of Project activities required in connection with LSU sponsored activities such as infrastructure Project activities undertaken by the State lasting less than seven (7) consecutive days or similar occurrences shall not be considered a suspension for purposes of Section 8.2.

- 8.2.2 In the event that the services required to be performed under this Agreement by the Project Advisor are suspended by UL, UL shall be required to pay the Project Advisor only for those authorized services which have been properly and timely rendered hereunder by the Project Advisor and for any Reimbursable Expenses reasonably incurred hereunder by the Project Advisor in rendering such services.
- 8.2.3 Persons assigned to another project during any such suspension period and not available to perform services in respect to the Project upon the cessation of any such suspension period shall be replaced by the Project Advisor.
- 8.2.4 If the Project is resumed after being suspended for more than six months, the Project Advisor shall have the option of requiring that the compensation, including rates and fees, payable hereunder to the Project Advisor be adjusted for the increase, if any, in the cost of performance by the Project Advisor of Basic Services, Additional Services , or Optional Services caused by such suspension. Subject to the provisions of this Agreement, a suspension of the Project shall not terminate this Agreement.

8.3 Dispute Resolution

- 8.3.1 UL and Project Advisor shall attempt to settle any dispute, disagreement, or claim arising out of, or in any way related to, this Agreement through good faith consultations between appropriate representatives of each Party. Subject to the provisions of Paragraph 8.3.2, any dispute, disagreement, or claim that is not resolved to the parties' mutual satisfaction within thirty (30) days (or such longer period as may be mutually agreed at the time) from the date either Party invokes this provision through written notice to the other Party, shall be resolved through binding arbitration in Baton Rouge , LA in accordance with the rules and procedures of the American Arbitration Association ("AAA"). The parties shall share the costs of arbitration, including the fees and expenses of the arbitrator, equally unless the arbitration award provides otherwise. The arbitrator's authority to grant relief shall be subject to the provisions of this Agreement, the United States Arbitration Act ("US AA") and the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes. The arbitrator's decision shall be final, binding and enforceable in any court of competent jurisdiction. All post-award proceedings shall be governed by the **USAA**.
- 8.3.2 Nothing in this Agreement shall be construed to prevent either Party from moving a court of competent jurisdiction for a temporary restraining order, preliminary injunction , or other

emergency relief to restrain the other Party from releasing Work Product, Improvements, or Proprietary Models to a third party, seeking to transfer intellectual property rights thereto, in contravention of Section 5 above, or requiring specific performance in connection with Section 8.3.4. Each Party shall be entitled to assert damage claims in such proceedings.

8.3.3 Nothing in this Article 8 shall be construed to limit or otherwise affect UL's right to terminate this Agreement with or without Cause pursuant to the provisions of Article 8 of this Agreement.

8.3.4 In the event of disputes over time, money or scope, except for cases involving non-payment of undisputed sums due Project Advisor by UL, the Project Advisor will continue to perform its services under this Agreement, pending final resolution of such disputes in accordance with the terms of this Agreement.

8.4 Notices

All notices or other communications required or permitted by Article 8 of this Agreement to be given to UL or the Project Advisor shall be deemed to have been given when made in writing between the Project Lead for the Developer Advisor and the UL Representative.

ARTICLE 9: ADDITIONAL PROVISIONS

9.1 Press Releases

Project Advisor shall not issue any press releases or respond to media inquiries concerning the Project without prior approval from UL. Any such communications shall be subject to the provisions of this Agreement relating to Confidential Information as set forth in Section 5 above.

Project Advisor shall not issue any news releases or other statements that states or implies the UL and/or LSU's endorsement of the Project Advisor's services, without prior approval from UL.

Notwithstanding the forgoing, Project Advisor shall have the right to disseminate promotional materials concerning its engagement as a consultant to UL. All promotional materials shall be subject to the provisions of this Agreement relating to Confidential Information set forth in Section 5 above.

9.2 Estimates and Projections

Estimates and projections relating to Project budgets, finance and other aspects of Project Advisor's analysis will be based upon reasonable assumptions, information provided by UL, the funding entities represented on the PMC or other sources, reasonable analytical techniques, and professional judgment. Actual costs and financial performance, however, will be influenced by market and other external factors. Accordingly, Project Advisor does not represent or warrant that its estimates and projections will reflect UL's actual costs and financial performance.

9.3 Independent Contractor

In the performance of its duties and obligations under this Agreement, Project Advisor is an independent contractor. Neither Project Advisor nor any of its employees, agents, or subcontractors shall be considered employees, servants, agents, partners, or joint venture partners of or with UL by reason of this Agreement.

9.4 Waiver

No waiver of any of the terms of this Agreement or of any breach of its terms shall be effective unless such waiver is in writing and signed by the waiving Party. No waiver of any breach shall be deemed a waiver of any other subsequent breach.

9.5 Hazardous Materials

Unless otherwise provided in this Agreement, the Project Advisor shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the individual project sites, including but not limited to asbestos, asbestos products, polychlorinated biphenyl, lead paint, toxic mold or other toxic substances.

9.6 Severability

If any term, covenant, or condition contained herein is adjudged invalid or unenforceable to any extent, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.7 No Personal Liability

All actions or claims against UL, REFF or Project Advisor arising under or relating to this Agreement shall be made only against such Party as a corporation or other legal entity, and any liability relating thereto shall be enforceable only against the assets of such Party.

9.8 No Third-Party Beneficiary

Except as otherwise specifically provided herein, the provisions of this Agreement are for the exclusive benefit of UL and Project Advisor. Notwithstanding anything to the contrary contained in this Agreement, no third party may seek to enforce or benefit from the provisions of this Agreement.

9.9 Assignment: Subcontracting

Neither Party may assign this Agreement, in whole or in part, without the other Party's prior written consent. Project Advisor shall be entitled to engage subcontractors to assist Project Advisor in its performance of this Agreement with UL's prior written consent, which consent shall not be withheld unreasonably; provided, that Project Advisor's engagement of any subcontractor shall not relieve Project Advisor of its obligations to UL under this Agreement or impose any liability or obligations

upon UL to any such subcontractor. Project Advisor agrees that UL may assign this Agreement, in whole or in part, to either LSU or to a limited liability company or other special purpose entity provided that the assignee agrees to assume the obligations of UL and cure any default existing as of the effective date of such assignment.

9.10 Relationship Between REFF and LSU

Project Advisor acknowledges and agrees that REFF is a private non-profit corporation and the sole member of UL, that REFF, UL and LSU are separate entities in law and in fact, that while UL is undertaking this Project for benefit of LSU it is not an agent of or for LSU and has no authority to bind LSU. Project Advisor further acknowledges and agrees that neither LSU nor the State of Louisiana shall be liable, directly or indirectly for the payment of any sums or their performance of any obligations arising out of the work performed in connection with this Agreement.

9.11 Non-Solicitation

In consideration of Project Advisor 's agreement to provide services pursuant to this Agreement through valued employees who may have specialized knowledge of Project Advisor 's trade secrets, intellectual property and proprietary methods, UL covenants and agrees that, during the term of this Agreement and for a period of six (6) months from the later of the cancellation or completion of the Project, UL shall not, without Project Advisor's prior written consent, solicit or hire as an employee of UL, or solicit or retain as an independent contractor to UL, any current or former employee of Project Advisor who performed any services for UL while employed by Project Advisor to perform professional services for UL that are substantially similar in nature and/or scope to the professional services that the person was assigned to perform on the Project while employed by Project Advisor. This paragraph may be specifically enforced in any court of competent jurisdiction, and attorneys' fees shall be awarded to Project Advisor in any such enforcement action, regardless of any other provision of this Agreement.

9.12 Counterparts

This Agreement may be executed in counterparts, and by each Party on separate counterparts, all of which together shall constitute one agreement binding on the parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart. Each Party represents and warrants that the person signing this Agreement on its behalf has full authority to bind such Party to the covenants, terms and conditions stated herein.

9.13 Governing Law and Venue

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Louisiana and the venue for any action brought or arising under this Agreement shall be in a court of competent jurisdiction located in East Baton Rouge Parish, Louisiana.

9.14 Conflict of Interest

The Project Advisor shall disclose potential conflicts of interest dealing with its involvement with any party providing funding or contracting to provide materials or services to UL for the Project. The UL will review the Project Advisor's disclosures and make a judgment as to whether a problematic conflict exists. If it does, the UL may direct the Project Advisor as to the management, reduction, or elimination of the conflict or potentially the termination of the agreement with the Project Advisor to avoid the conflict in its entirety.

9.15 Construction

The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as defining or as limiting in any way the scope or intent of the provisions hereof. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable

9.16 Delay or Omissions

No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach by any other Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring.

9.17 Exhibits

The annexed Exhibits shall be construed as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Any fact disclosed on one Exhibit hereto shall be deemed to be disclosed on each other applicable Exhibit.

9.17.1 Exhibit A—Services Phase I

9.17.2 Exhibit B— Rates and Fee

9.18 Litigation Expenses

Subject to the limitations provided in Section 7.4, if a Party makes demand against the other Party as a result of (a) a default of any provision of this Agreement; or (b) the subject matter of this Agreement, the Parties hereto agree that the unsuccessful Party shall pay to the successful Party all of its reasonable out-of-pocket costs and expenses incurred as a result of a default, or in connection with an indemnification obligation ("Litigation Expenses"), including (a) reasonable attorneys and of legal assistants, paralegals, law clerks and others persons and entities used by attorneys and under attorney supervision (including without limitation accounting and expert consultants) and (b) subject to the provisions of Section 8.3.1, all costs incurred or advanced by any of them irrespective of whether incurred in or advanced prior to

the initiation of any legal, equitable, arbitration, administrative, bankruptcy, trial or similar proceedings and any appeal from any of same.

9.19 Entire Agreement

This Agreement represents the entire and integrated agreement between UL and the Project Advisor in respect to the Project and supersedes all prior negotiations, representations or agreements, either written or oral, between UL and the Project Advisor. This Agreement may not be modified, amended, or waived in whole or in part, except by subsequent written instrument signed by both UL and the Project Advisor.

[THE REMAINDER OF PAGE IS INTENTIONALLY BLANK. SIGNATURE PAGES OF THE PARTIES SHALL FOLLOW]

UNIVERSITY LAKES LLC SIGNATURE PAGE TO PROJECT ADVISOR AGREEMENT

University Lakes LLC has executed this Project Advisor Agreement dated
~~03/27/2020~~ _____, 2020.

UNIVERSITY LAKES LLC:

BY: *Rob Stuart*

Robert M. Stuart, Jr.

Title: Manager

B&D | CSRS, L.L.C.'S SIGNATURE PAGE TO PROJECT ADVISOR AGREEMENT

B&D | CSRS, L.L.C. has executed this Development Advisor & Program Management Agreement dated 03 / 27 / 2020, 2020.

B&D | CSRS, L.L.C.

BY: *Michael B. Songy*
Michael Songy

Title: _____
CEO/Principal CSRS

BY: *Bradford L. Noyes*
Brad Noyes

Title: _____
Executive Vice President Brailsford & Dunlavey

EXHIBIT A—SERVICES PHASE I

B&D|CSRS, L.L.C (“Project Advisor”) has been selected by the University Lakes LLC (“UL”) to provide advisory services to the University Lakes Project (“Project”). This Exhibit A serves as an exhibit to the Agreement for Advisor Services (“Agreement”) made on 03 / 27 / 2020 day of _____ by and between Project Advisor and UL.

BASIC SERVICES—PHASE I

The Basic Services are listed below and organized by three primary tasks: Project Management, Flood Risk Reduction Analysis, and Outreach and Engagement. All work to be done in accordance with plan(s) for avoiding conflicts of interest with funding sources, partners and/or programs.

TASK 1: Project Management

- A. Prepare and conduct a competitive process (Request for Qualifications (RFQ) and/or Request for Proposals (RFP)) to select and engage the services for geophysical survey of the University Lakes and designer(s), as required based on the available funds and restrictions. Geophysical survey to include, but not be limited to, geotechnical study, bathymetric survey, stump survey, environmental analysis, and title/ownership analysis; the process should:
 - 1) Be compliant with the provisions of the Lakes MOU;
 - 2) Ensure the selection of a Designer(s) who is capable of designing the Work to be done for the Project that can be accomplished within the available budget, within an expeditious schedule, and with the minimum disruption to the adjacent communities as is feasible for a Project of this magnitude;
- B. Analyze the engineering, design, and construction challenges that will face the Project to assist with planning, scheduling, and budgeting for the Project, as well as to assist with developing the competitive selection process for the Designer.
- C. Analyze the available funding sources expected to be used for the Design phase of the Project and the laws, rules, and restrictions applicable to each funding source.
- D. Analyze the benefits and risks associated with the Project that should be considered prior to each funding source making final decisions as to whether to move forward with the Design phase of the Project.
- E. Analyze the cash flow needs for the Design and Contractor Selection phase and recommend approaches, including bridge financing, to ensure that UL will be able to timely pay all invoices submitted by and properly payable to the Designer and other vendors expected to provide goods or services during that phase.
- F. Working closely with legal counsel provided by UL and/or LSU, prepare a Cooperative Endeavor Agreement to provide for funding the services of the Designer.

- G. Provide limited support to each member of the Project Management Committee to prepare submissions to each member's governing body required to obtain funding and approvals to proceed.
- H. Prepare any grant applications or other legal agreements required to obtain or justify any funding to pay for the services related to geophysical survey and design.
- I. Ensure compliance with and support for the equal opportunity, diversity, and inclusion requirements and goals for the Project as described in the MOU.
- J. Provide general support to UL and the Committee for public communications, management of Committee meetings, decision support, and stakeholder engagement for all aspects of the above.
- K. Provide data management and file storage for project documents that is accessible by Project Stakeholders as determined by UL.
- L. Any additional tasks deemed necessary by UL for Phase I services within the total budgeted contract amount.

TASK 1 Deliverables:

1. Project Execution Plan (PEP)—The PEP will define the project and include the project schedule, list the project stakeholders, identify the funding sources, include a risk registry, outreach engagement plan, and analyze engineering, design and construction challenges.
2. Funding Plan—The Project Advisor will prepare an integrated financial model and cash flow analysis for the project including all sources and uses. Analyze each funding source for an in-depth understanding of requirements, schedules and limitations. Project Advisor will evaluate and update capital cost projections. Identify and evaluate additional funding sources due to gaps in timing or resource allocations, including potential debt and financing terms for short term funding. Integrate strategic phasing plan options and scenario testing based on the results of the Geophysical survey.
3. Request for Proposals and/or Request for Qualifications (RFP/Q) will be prepared to complete the upfront geophysical data collection and property boundary survey of the University Lakes. Project Advisor will also draft the RFP/Q for the Designer(s) and manage the RFP/Q process through selection to contract. Project Advisor will manage the various procurement processes as determined by the Project Management Committee for the selection of data collection and survey contractor(s) and designer(s).
4. Provide data management and file storage for project documents that is accessible by Project Stakeholders.

TASK 2: Flood Risk Reduction Analysis

- A. Perform Hydraulic and Hydrologic analysis to further study the effects that changes in water surface elevations can have on potential flood risk reduction benefits and cost, schedule and methods for potentially deepening the University Lakes.

TASK 2 Deliverables:

1. Provide a Hydrologic and Hydraulic analysis report for the lakes' water surface elevations to assist with the feasibility of increasing storage capacity and cost estimate.

TASK 3: Outreach and Engagement

- A. Provide Project branding coordinating with the LSU design department(s) (Graphic Design Student Office and others) to generate UL branding concepts for review and approval.
- B. Develop the program, advertise, and host a workshop to inform potential designers/contractors of the Project. The workshop will be to review the project schedule, funding, diverse supplier initiative, request for qualifications/proposals and upcoming opportunities.
- C. Develop and host a public-facing project website to inform the Project Management Committee, Stakeholders with links to public documents. The website will be used to distribute project documents associated with the RFQ/P for designers and contractors.

TASK 3 Deliverables:

1. Provide Project branding template and graphic standards.
2. Provide an active Project branded public-facing website to be used for the distribution of Project documents.

EXHIBIT B—RATES AND FEE

B&D|CSRS, L.L.C (“Project Advisor”) has been selected by the University Lakes LLC (“UL”) to provide advisory services to the University Lakes Project (“Project”). This Exhibit B serves as an exhibit to the Agreement for Advisor Services (“Agreement”) made on 03 / 27 / 2020 day of _____ by and between Project Advisor and UL.

B&D CSRS LLC HOURLY RATES	
Engagement Partner	\$275.00
Project Lead	\$245.00
Senior Analyst/Senior Project Manager	\$235.00
Engineer/Designer	\$185.00
Analyst	\$150.00
Project Coordinator	\$110.00
Reimbursables (Travel, Lodging, Meals, Postage, Reproductions, etc.)	Billed at actual cost

CSRS proposes to perform the services as defined in Exhibit A in accordance with rates above. B&D|CSRS LLC estimates that this scope of work (Phase I) can be completed for a total estimated cost not to exceed \$330,000.00 with a reimbursables budget not to exceed \$20,000.00. We will use best efforts to keep reimbursable expenses minimal. This estimate will not be exceeded without prior written authorization.

TITLE	University Lakes Project Advisor Agreement with Exhibits
FILE NAME	Univ Lakes Projec... Exhibits A,B.pdf
DOCUMENT ID	02f8e7edfb45c6f599baf4a7fcde44429616369d
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

03 / 27 / 2020

14:50:41 UTC

Sent for signature to Robert M. Stuart, Jr (rstuart@lsufoundation.org), Michael Songy (michael.songy@csrsinc.com) and Brad Noyes (bnoyes@programmanagers.com) from amiller@lsufoundation.org
IP: 99.44.13.36



VIEWED

03 / 27 / 2020

14:52:02 UTC

Viewed by Robert M. Stuart, Jr (rstuart@lsufoundation.org)
IP: 72.207.203.90



VIEWED

03 / 27 / 2020

14:55:35 UTC

Viewed by Michael Songy (michael.songy@csrsinc.com)
IP: 72.207.195.37



VIEWED

03 / 27 / 2020

21:53:00 UTC

Viewed by Brad Noyes (bnoyes@programmanagers.com)
IP: 38.104.29.66



SIGNED

03 / 27 / 2020

14:53:25 UTC

Signed by Robert M. Stuart, Jr (rstuart@lsufoundation.org)
IP: 72.207.203.90

TITLE	University Lakes Project Advisor Agreement with Exhibits
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**03 / 27 / 2020**
15:16:24 UTCSigned by Michael Songy (michael.songy@csrsinc.com)
IP: 72.207.195.37**03 / 27 / 2020**
21:53:35 UTCSigned by Brad Noyes (bnoyes@programmanagers.com)
IP: 38.104.29.66**03 / 27 / 2020**
21:53:35 UTC

The document has been completed.