

**CNO-DPW VAMC Infrastructure Improvements Project
Project No. 31-F-09B**

RTA Bus Shelters for S. Galvez Street

Project Description:

The VAMC Infrastructure Improvements project will be installing new infrastructure including water lines to service both the VA/LSU Medical Centers currently under construction on Tulane Ave. between Claiborne and Rocheblave. Galvez Street between Canal and Tulane is being fully reconstructed in order to provide better service to the entrances of both medical centers. Other components of the project include: streetscape in the neutral ground on Galvez, ADA ramps, new sidewalks, landscaping, bike lane, and street/pedestrian lighting.

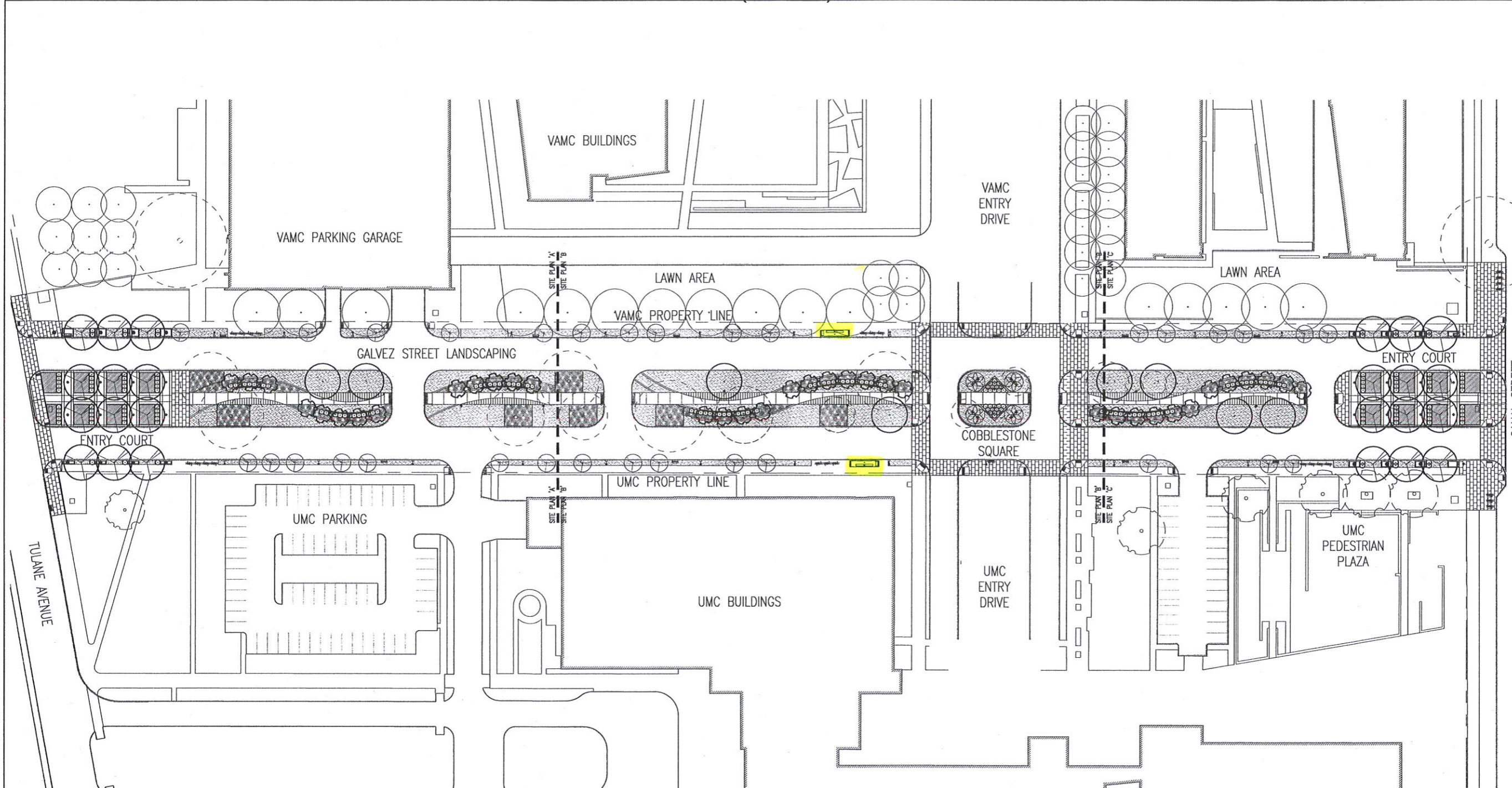
As an existing RTA bus route that runs on Galvez, improvements to the accessibility for customers will include the installation of two (2) new bus shelters as shown in Exhibit A below. The Department of Public Works (DPW) presented two approved bus shelter models provided by RTA to the VA/LSU Medical Centers and asked for comments. They requested that the bus shelter accommodate 2 ADA locations and a bench area that can seat eight customers. At the request of both medical centers, Tolar Manufacturing Company modified existing model 18451-00 by extending the length to 24' 9 3/8". The standard length of the existing model is 20' 8 7/8. This modification allows for the requirements to be met that the medical centers requested.

Bus Shelter Specifications:

Please refer to Exhibits B & C for the proposed and existing models that will be used for this project. As stated above, the only dimensional change to the shelter is the lengthening to 24' 9 3/8". Before releasing the drawing to DPW, Tolar did have a structural engineer review the design modifications to this shelter for stability and safety. The color of the shelters will be the approved dark green that is used elsewhere in this area of the City.

The power source for the shelter on the LSUMC side of Galvez will be provided by an electrical feed that is connected to their power grid. The shelter on the VAMC side of Galvez will be powered by solar panels that will be affixed on to the shelter, location to be determined in the field at a later date.

Another request made by the medical centers is for the shelters to not have advertising. In order to meet this request, DPW, RTA, and LSUMC will be entering into a cooperative endeavor agreement. RTA has agreed to provide any maintenance required in the future to these two shelters. LSUMC has agreed to pay for the electricity needed to power the shelter on their side of Galvez as mentioned above. DPW/City will not be responsible for any maintenance or other costs to the shelters after RTA inspects and approves the shelters once installed. Please see Exhibit D for a draft copy of the cooperative endeavor agreement.



- Bus Shelter Location

SHEET NUMBER	
LS-10	OF 42
NO.	DATE
REVISION	DESCRIPTION
BY	



N-Y ASSOCIATES, INC.
 2750 LAKE VILLA DRIVE METAIRIE, LA 70002
 SCALE 1" = 40'-0"
 DATE NOVEMBER 2013
 SHEET LS-10



CITY OF NEW ORLEANS, LOUISIANA
 DEPARTMENT OF PUBLIC WORKS
 PROJECT NO. DPW-31-F-09B (PHASE II)
 V.A.M.C.
 S. GALVEZ STREETScape
 OVERALL SITE PLAN

Mathes Brierre
 ARCHITECTS

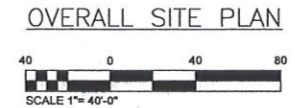
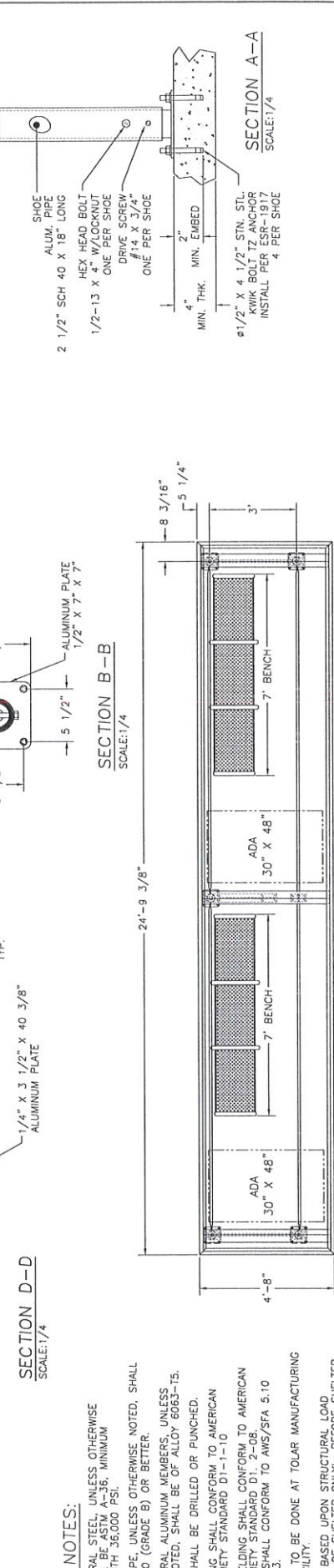
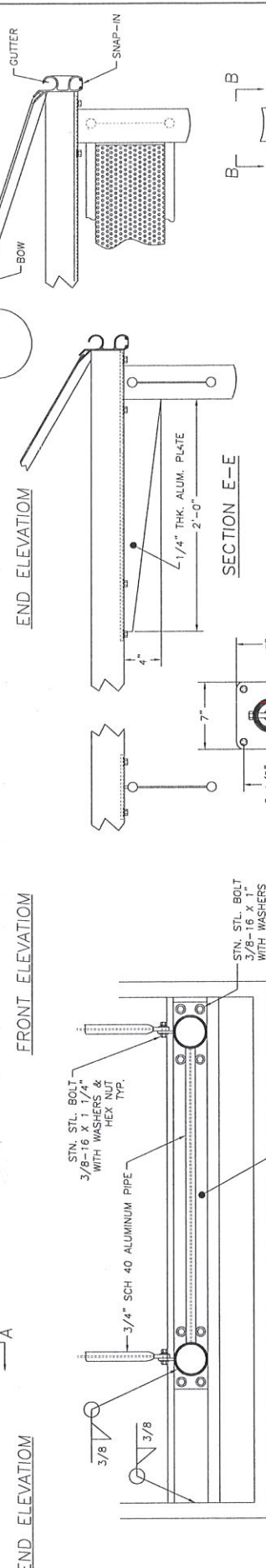
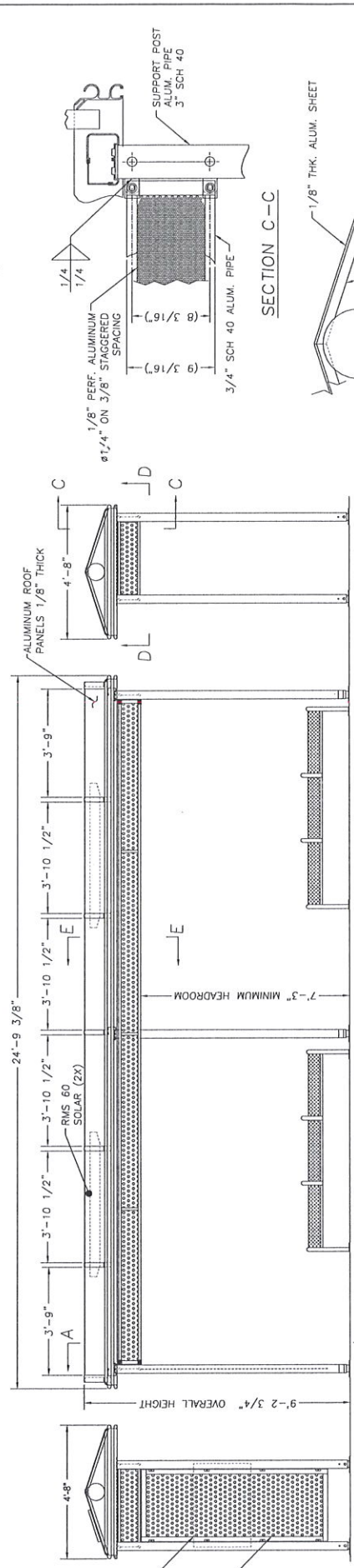


Exhibit A

DATE	REV	DESCRIPTION	APPROVED



GENERAL NOTES:

1. ALL STRUCTURAL STEEL, UNLESS OTHERWISE NOTED, SHALL BE ASTM A-36, MINIMUM YIELD STRENGTH 36,000 PSI.
2. ALL STEEL PIPE, UNLESS OTHERWISE NOTED, SHALL BE ASTM A500 (GRADE B) OR BETTER.
3. ALL STRUCTURAL ALUMINUM MEMBERS, UNLESS OTHERWISE NOTED, SHALL BE OF ALLOY 6063-T5.
4. ALL HOLES SHALL BE DRILLED OR PUNCHED.
5. STEEL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1-1-10.
6. ALUMINUM WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY STANDARD D1, 2-08.
7. ELECTRODES SHALL CONFORM TO AWS/SFA 5.10 CLASS ER4043.
8. ALL WELDING TO BE DONE AT TOLAR MANUFACTURING CO., INC. FACILITY.
9. PAD SIZE IS BASED UPON STRUCTURAL LOAD REQUIREMENT OF SHELTER ONLY. BEFORE SHELTER INSTALLATION, REFER TO APPLICABLE CITY, COUNTY, AUTHORITY HAVING JURISDICTION, AND/OR ANY APPLICABLE ADA STANDARD REQUIREMENTS.

ROOF PLAN VIEW—BELOW ROOF PANELS AND BOWS

Tolar Manufacturing Company, Inc.
 258 Meriah Circle, Carrol, CA 92879
 ELEVATION DMC-24-NON-AD
 NEW ORLEANS, LA
 23150-00
 DATE: 7/16 JOB: 08/15/14 DRAWN BY: EM

Exhibit B - Proposed Bus Shelter

23'-N746" - 0 seats - 2 ADA, perforated back & sides

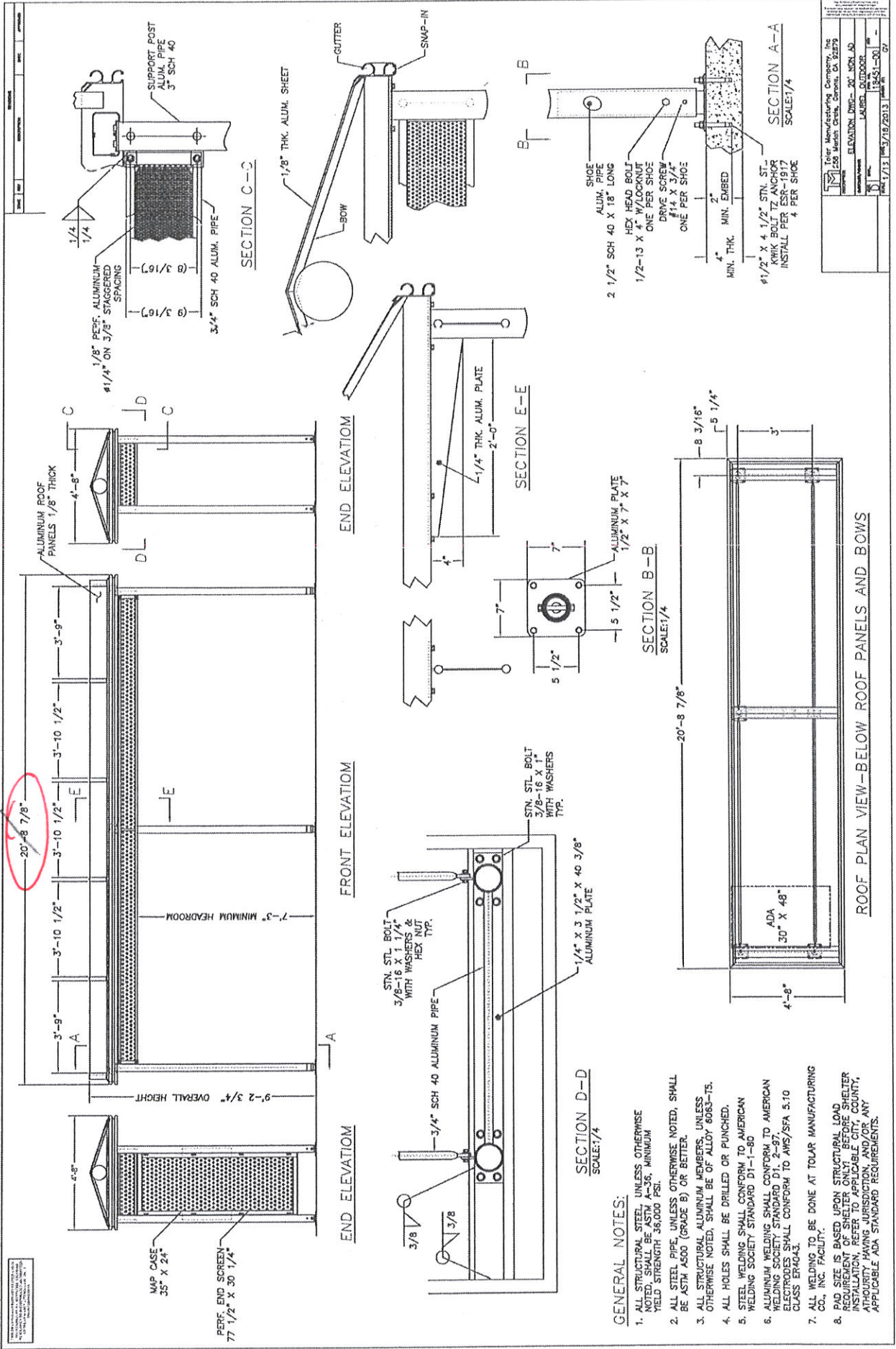


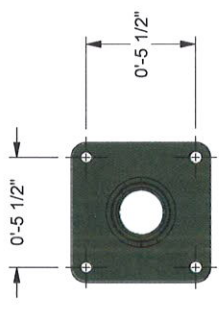
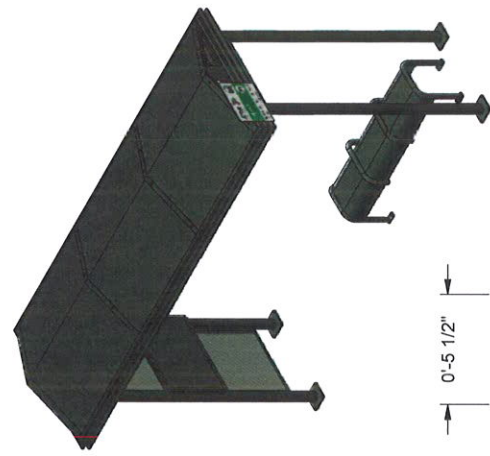
Exhibit C: Approved Bus Shelter

CLIENT:	LAUREL NEW ORLEANS
INST. #:	CITY: NEW ORLEANS STATE: LOUISIANA
CONTACT:	
APPROVED:	BY: _____ DATE: _____
REVISIONS:	TYPE _____ BY _____ DATE _____ <small>ISSUED (LENGTH TO FLOOR) 7</small> <small>10/15/12</small>
TOLAR:	PATRICK MERRICK (951) 808-0081 EXT. 229
ITEM #:	16180-00
DESC.:	13' NON ADVERTISING SHELTER WITH END PERFORATED END SCREEN AND PERFORATED FASCIA
ACCESS:	BENCH: _____ MAP CASE: _____ TRASH CAN: _____ MISC.: _____
COLOR:	RAL 6009 FIR GREEN

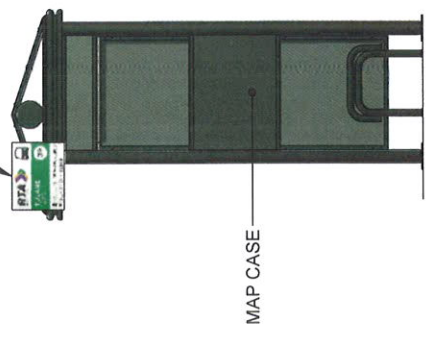


WWW.TOLAR.MFG.COM
 CORPORATE HEADQUARTERS AND MANUFACTURING FACILITY
 255 Maran Circle, Corona, CA 92679
 Phone (951) 808-0081 Fax (951) 808-0082 Toll Free (800) 338-0195
 EASTERN REGIONAL OFFICE
 7654 Travel Road Suite 310, Williamsport, NY 14221-4117
 Phone (716) 688-4500 / Fax (716) 688-4502 / USA Toll Free (800) 338-0195 Ext. 240

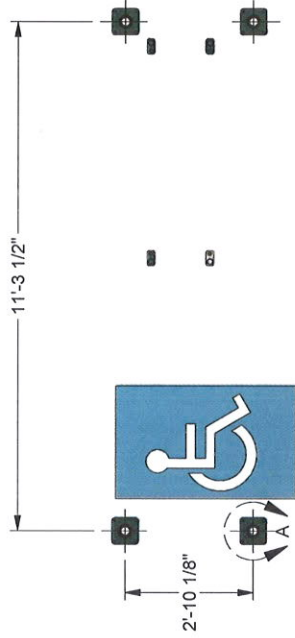
THE DESIGN AND DRAWINGS REMAIN THE INTELLECTUAL PROPERTY OF TOLAR MFG.
 CONTRACTOR TO BE USED FOR THE PROJECT AND NOT TO BE REPRODUCED OR USED FOR FABRICATION WITHOUT WRITTEN CONSENT FROM TOLAR MFG.
 ALL DOCUMENTS TO BE RETURNED TO TOLAR MFG. AT COMPLETION OF WORK.
 CONTRACTOR TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 PERMITTED TO TOLAR MFG. BEFORE COMMENCING WITH THAT RELATED PORTION
 OF THE WORK.



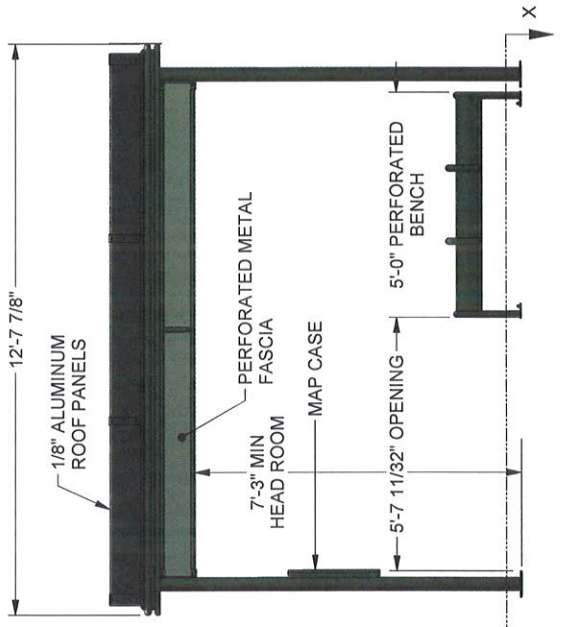
DETAIL A



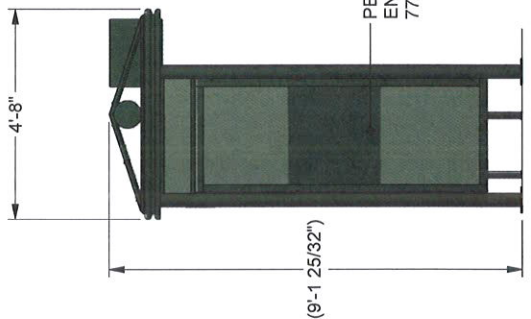
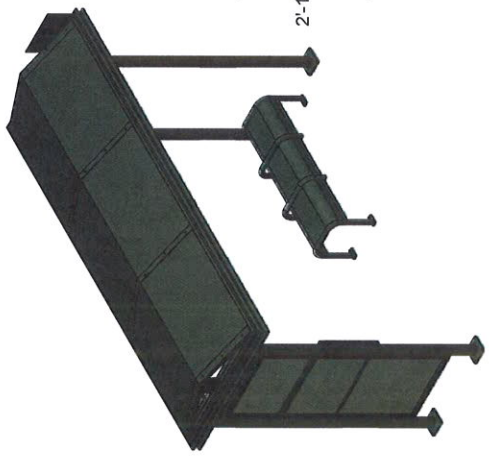
SIDE ELEVATION



SECTION X-X

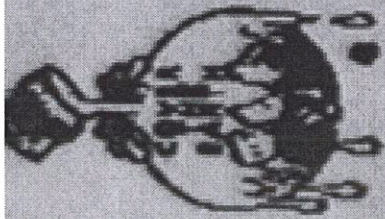


FRONT ELEVATION



SIDE ELEVATION





SHERWIN-WILLIAMS.

SHERWIN W
3875 BROO
GROVE CIT
(614)539-8

PRODUCT

069-43-1

LAB REFERENCE

SD POLYESTER

COLOR

RAL 6009

FILM THICKNESS

2.0-3.0 MILS

CURE SCHEDULE

10' @ 380F

CUSTOMER

TOLAR

DATE

May 09, 2008

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
CITY OF NEW ORLEANS
AND
REGIONAL TRANSIT AUTHORITY
AND
UNIVERSITY MEDICAL CENTER**

**VAMC INFRASTRUCTURE IMPROVEMENTS, PHASES II & III
DPW-31-F-09B**

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement") is made and entered into on this ____ day of _____, 2014 (the "Effective Date"), by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor (the "City"), Regional Transit Authority, represented by _____, _____ (the "RTA"), and University Medical Center Management Corporation, represented by _____, _____ (the "UMCMC").

WHEREAS, pursuant Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

WHEREAS, the RTA is a body politic and corporate and a political subdivision of the State of Louisiana authorized to maintain and administer a transit system within the metropolitan area;

WHEREAS, the UMCMC is a Louisiana nonprofit corporation and a Major Affiliate of Louisiana State University pursuant to La. R.S. 17:3390, which operates the University Medical Center ("UMC"); and

WHEREAS, the City, the RTA, and the UMCMC desire to accomplish a valuable public purpose of providing two bus shelters located on S. Galvez Street between Canal Street and Tulane Avenue for public use as part of the VAMC Infrastructure Improvements project.

NOW THEREFORE, the City, the RTA, and the UMCMC, each having the authority to do so, agree as follows:

I. OBLIGATIONS OF THE PARTIES.

A. Obligations of the City. The City will:

1. Fund, furnish and install two (2) shelters, to be selected by the RTA, on S. Galvez Street between Canal Street and Tulane Avenue as part of the VAMC Infrastructure Improvements project;
2. Inspect the bus shelters jointly with RTA at the time of substantial completion prior to acceptance; and
3. Not be responsible for any expenses in connection with the bus shelters after acceptance.

Exhibit D-CEA Draft

B. Obligations of the RTA. The RTA will:

1. Provide drawings and specifications for the bus shelters;
2. Inspect the bus shelters jointly with the City at the time of substantial completion prior to acceptance; and
3. Be fully responsible for maintaining the shelters for the lifetime of the bus shelters after acceptance, including but not limited to maintenance of the solar panels affixed to the bus shelter on the Veteran Affairs Medical Center side of S. Galvez Street in order to the keep said shelter functional and in working order.

C. Obligations of the UMCMC. The UMCMC will:

1. Provide an electric feed connecting to the University Medical Center (“UMC”) electrical system to power the shelter on the UMC side of S. Galvez Street;
2. Provide detailed drawings of said electric feed for the City’s and/or its contractor’s use during construction; and
3. Fund the electricity at the shelter on the UMC side of S. Galvez Street for the lifetime of the bus shelter after acceptance.

II. DURATION.

This Agreement will be effective for one (1) year from the Effective Date.

III. TERMINATION.

A. Termination for Convenience. The City may terminate this Agreement at any time during the term of the Agreement by giving the RTA and the UMCMC written notice of its intention to terminate at least thirty (30) days before the intended date of termination.

B. Termination for Cause. Any party may terminate this Agreement immediately for cause. If any party prevails in a challenge to a termination for cause, the termination for cause will be deemed to be a termination for convenience effective thirty (30) days from the date that the original written notice of termination for cause without the requirement of notice.

IV. INDEMNITY.

A. Duty to Indemnify the City. To the fullest extent permitted by law, the RTA and UMCMC will protect, defend, indemnify, and hold harmless the City, its agents, elected officials, and employees (collectively, the “Indemnified Parties”) from and against all claims, demands, actions, liabilities, losses (including, without limitation, economic losses), and costs, arising out of or related to (a) any actual or alleged act or omission in the performance of this Agreement by the RTA, its employees, or any subcontractor and/or UMCMC, its employees, or any subcontractor or (b) any act outside the scope of this Agreement by the RTA, its employees, or any subcontractor and/or UMCMC, its employees, or any subcontractor.

B. Limit on Duty to Indemnify. Notwithstanding anything in this Agreement to the contrary, the RTA and/or the UMCMC is not required to indemnify the Indemnified Parties for any loss that results from the gross negligence or willful misconduct of any of the Indemnified Parties, provided

that the RTA or any subcontractor and/or the UMCMC or any subcontractor did not contribute to such gross negligence or willful misconduct.

C. Independent Duty to Defend. Notwithstanding anything in this Agreement to the contrary, the RTA and/or the UMCMC, as applicable, at its/their option, will immediately defend the City from, or reimburse the City for the City's costs incurred in the defense of, any claim that actually or potentially falls within the scope of this indemnity, even if the claim is groundless, false, or fraudulent, or if the RTA and/or the UMCMC are/is absolved of liability.

D. Expenses. The RTA and the UMCMC, as applicable, will each bear all expenses, including without limitation reasonable attorney fees, of the City in enforcing the terms of this Article.

V. RELEASE.

Each of the RTA and the UMCMC releases, discharges, and waives any claim, known or unknown, against the City, and its past or present officials, employees, agents, assigns, attorneys, insurers, privies, and beneficiaries (the "City Released Parties") from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action that the RTA and the UMCMC have or may have arising out of any act or occurrence, and particularly on account of all personal injury, disability, property damage, loss or damages of any kind sustained or that may hereafter be sustained by the RTA and the UMCMC against any of the City Released Parties that arise from or relate to maintenance of the bus shelters after acceptance.

VI. NOTICES.

Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

Mark D. Jernigan, Director
Department of Public Works
City of New Orleans
1300 Perdido Street, Room 6W03
New Orleans, LA 70112

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite 5E03
New Orleans, LA 70112

2. To the RTA:

RTA Contact
Regional Transit Authority
2817 Canal Street
New Orleans, LA 70119

3. To the UMCMC:

Party Contact
University Medical Center Management Corporation
Street Address
City, State Zip Code

Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

VII. MISCELLANEOUS PROVISIONS.

A. Advertising. The City, the RTA, and the UMCMC agree that advertising shall be prohibited on either bus shelter once installed.

B. Non-Discrimination. In the performance of this Agreement, the RTA and the UMCMC will not discriminate or retaliate, in fact or in perception, on the basis of race, color, national origin, religion, creed, culture, ancestral history, age, gender, sexual orientation, gender identity, marital or domestic partner status, physical or mental disability, or AIDS- or HIV-status against: any employee of the City; any employee of any person working on behalf of the City; or any person seeking accommodation, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the RTA and the UMCMC. The RTA and the UMCMC agree to comply with and abide all federal, state, and local laws relating to non-discrimination, including without limitation Title VII of the Civil Rights Act of 1964, as amended, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. Prohibition Against Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of either the RTA or the UMCMC, will render this Agreement voidable by the City and shall entitle the City to enforce any and all rights and/or remedies afforded hereunder.

D. Non-Solicitation Statement. Each of the RTA and the UMCMC, respectively, swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. Neither the RTA nor the UMCMC has paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

E. Convicted Felon Statement. Each of the RTA and the UMCMC swears that it complies with City Code § 2-8(c). No principal, member, or officer of either the RTA or the UMCMC has been convicted of or pled guilty to a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records in the past five years.

F. Audit and Other Oversight. Each of the RTA and the UMCMC, respectively, will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the each of the RTA and the UMCMC, respectively, to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a

material breach of the Agreement. In signing this Agreement, each of the RTA and the UMCMC, respectively, agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

G. Acknowledgment of Exclusion of Worker's Compensation Coverage. The RTA and the UMCMC expressly agrees and acknowledges that it is an independent contractor as defined in La. R.S. 23:1021 and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the City shall not be liable to the RTA and the UMCMC for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of La. R.S. 23:1034, anyone employed by the RTA and the UMCMC shall not be considered an employee of the City for the purpose of Workers' Compensation coverage.

H. Acknowledgment of Exclusion of Unemployment Compensation Coverage. The RTA and the UMCMC herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this Agreement for hire as noted and defined in La. R.S. 23:1472(E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this services agreement, or agreement for hire, and in connection with unemployment compensation only, that:

1. Each of the RTA and the UMCMC, respectively, has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and
2. Services to be performed by each of the RTA and the UMCMC, respectively, are outside the normal course and scope of the City's usual business; and
3. The RTA and the UMCMC, respectively, has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither the RTA, the UMCMC, nor anyone employed by the either of the aforementioned parties shall be considered an employee of the City for the purpose of unemployment compensation coverage, which is expressly waived and excluded.

I. Waiver of Benefits. The City, the RTA, and the UMCMC agree and understand that the RTA and the UMCMC, acting as independent agents, shall not receive any sick and annual leave, health or life insurance, pension, or other benefits from the City.

J. Jurisdiction. Each of the RTA and the UMCMC, respectively, consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas of jurisdiction on account of the residence elsewhere.

K. Governing Law. Any dispute arising from or relating to this Agreement or the performance of any obligations under this Agreement shall be resolved in accordance with the laws of the State of Louisiana.

L. Rules of Construction. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. The singular number includes the plural, where appropriate.

Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against either party on the basis of which party drafted the language.

M. Severability. The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, if a court of competent jurisdiction finds any provision to be unenforceable as written, the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If a court finds any provision is not subject to reformation, that provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never included, and the remaining provisions of this Agreement shall remain in full force and effect.

N. Survival of Provisions. All representations and warranties and all responsibilities regarding record retention, access, and ownership, cooperation with Office of Inspector General investigations, and indemnification shall survive the termination of this Agreement and continue in full force and effect.

O. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the City, the RTA, and the UMCMC, and the parties expressly disclaim any intent to benefit any person that is not a party to this Agreement.

P. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other party shall not affect or be deemed a waiver of any party's right to insist upon compliance with the terms and conditions of the Agreement, to exercise any rights, or to seek any available remedy with respect to any default, breach, or defective performance.

Q. Agreement Binding. This Agreement is not assignable by either party unless authorized by a validly executed amendment.

R. Modifications. This Agreement shall not be modified except by written amendment executed by authorized representatives of the parties.

S. Voluntary Execution. Each of the RTA and the UMCMC, respectively, has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

T. Complete Agreement. This Agreement supersedes and replaces any and all prior agreements, negotiations, and discussions between the parties with regard to the terms, obligations, and conditions of this Agreement.

IN WITNESS WHEREOF, the City, the RTA, and the UMCMC, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: _____
MITCHELL J. LANDRIEU, MAYOR

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

REGIONAL TRANSIT AUTHORITY

BY: _____
PARTY REPRESENTATIVE, TITLE

**UNIVERSITY MEDICAL CENTER
MANAGEMENT CORPORATION**

BY: _____
PARTY REPRESENTATIVE, TITLE

CORPORATE TAX I.D.