

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN THE PARISH OF CADDO AND TIM JAMES, INC.
FOR THE DESIGN AND CONSTRUCTION OF
TOLL BOOTHS AND RELATED INFRASTRUCTURE
A PROJECT OF TIM JAMES, INC.
APPROVED BY ORDINANCE _____ OF 2022

COOPERATIVE ENDEAVOR AGREEMENT
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PREAMBLE AND RECITALS

PREAMBLE

This Cooperative Endeavor Agreement (hereinafter sometimes referred to as the “CEA”), is entered into by and between the Parish of Caddo, a political subdivision of the State of Louisiana (hereinafter referred to as “Parish” or “the Parish”) whose mailing address is 505 Travis Street, Suite 110, Shreveport, Louisiana 71101, represented herein by Dr. Woodrow Wilson, its Administrator; and Tim James, Inc., an Alabama corporation whose mailing address is P. O. Box 584, Greenville, Alabama 36037, represented herein by Tim James, its President (hereinafter referred to as “Developer” or “the Developer”).

RECITALS

WHEREAS, the Parish recognizes that its residents, as well as the many visitors, need an alternative route between Caddo Parish and Bossier Parish that will improve the quality of life and economic commerce between communities, reduce commute times, enhance the safety of commuters and be a catalyst for industrial and commercial growth in the area; and

WHEREAS, the Parish reasonably believes, that an additional alternative route between the Parish of Caddo and the Parish of Bossier will improve the quality of life and economic commerce between communities, reduce commute times, enhance the safety of commuters and be a catalyst for growth in the area; and

WHEREAS, the Louisiana Revised Statutes provide for the private development of public infrastructure subject to the passage of authorizing legislation and the execution of an accompanying CEA; and

WHEREAS, the Developer has approached the Parish about constructing an additional alternative route between Caddo Parish and Bossier Parish, at no cost to the respective Parishes; and

WHEREAS, Tim James, Inc. (TJI) makes a request to the Parish for the passage of an Ordinance authorizing its Parish Administrator to execute a Cooperative Endeavor Agreement pursuant to La. R.S. 48:2037 between TJI and the Parish, whereby TJI is authorized to construct, maintain, and operate, at its expense, a toll bridge and related infrastructure across privately owned lands; and

WHEREAS, the construction and operation of the toll bridge and related infrastructure, as proposed by TJI, does not require the expenditure of taxpayer funds, or otherwise require the Parish or other governmental entities to incur debt for the construction of the proposed toll bridge and related infrastructure; and

WHEREAS, the toll bridge proposed by TJI does not convert any free public routes to tollways, but instead provides an alternative route to already existing free roadways; and

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WHEREAS, the initial construction of the toll bridge and related infrastructure will have two (2) lanes of travel, one flowing east and one flowing west; and

WHEREAS, the Parish acknowledges that the construction and operation of the planned two (2) lane toll bridge by TJI is based upon extensive due diligence in infrastructure projects of this type, there may be a time in the future when additional lanes for the toll bridge in questions will be desirable; and

WHEREAS, TJI will purchase enough right-of-way to expand the roadways and toll bridge as traffic demands; and

WHEREAS, upon completion and before or on the opening date of the toll bridge, TJI shall dedicate to Caddo Parish, Louisiana or the State of Louisiana as directed, certain specified improvements and roads constructed by TJI to facilitate access to the toll bridge; and

WHEREAS, upon completion of the toll bridge and related infrastructure; all roadways constructed pursuant to this CEA will be dedicated for public use subject to the payment of a toll, as set by TJI, to cross the bridge from Caddo Parish into Bossier Parish and vice versa; and

WHEREAS the Parish recognizes that the route proposed by TJI is an alternative to an existing free route, and travelers are not required to utilize the toll bridge, but may choose to do so based on convenience; and

WHEREAS TJI has agreed to maintain or provide a sufficient maintenance bond for a period of fifteen (15) years for the maintenance and upkeep of the roadways constructed in Caddo Parish; and

WHEREAS, Tim James, Inc. and various community stakeholders appeared before the Parish in support of its request for a Cooperative Endeavor Agreement.

NOW, THEREFORE, in consideration of the agreements and covenants set forth by the Developer herein, and the acknowledgements of the Parish, the parties herein agree as follows:

SECTION 1 – DEFINITIONS, CONTRACT COMPONENTS; INTERPRETATION OF DOCUMENTS

1.1 DEFINITIONS

“Administrator” – shall mean Dr. Woodrow Wilson or his successor as determined by the Caddo Parish Commission.

“Authorizing Legislation” – shall mean Ordinance ____ of 2022.

“Business day” – shall mean from 12:00 a.m. until 11:59 p.m. on Monday, Tuesday, Wednesday, Thursday, and/or Friday.

“CEA” – shall mean Cooperative Endeavor Agreement.

“Close of business” – shall mean 5:00 p.m. on Monday, Tuesday, Wednesday, Thursday, and/or Friday.

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“Contract Documents” – shall mean the Authorizing Legislation, Cooperative Endeavor Agreement, and/or Attachments.

“Cooperative Endeavor Agreement” – shall mean this document

“Design Documents” – shall mean drawing, plans, maps, renderings, measurements, and other items prepared by an architect or engineer; and/or that provide a visual representation of the specifications of the Work as defined below.

“Determined Route” – shall mean the route as proposed in Exhibit A, subject to any changes made by the developer pursuant to Section 2 of this CEA.

“Developer” – shall mean Tim James, Incorporated, its subsidiaries, assigns and authorized representative(s).

“Developer Related Entity” – shall mean any entity owned by or contracted by Tim James, Inc.

“Error” – shall mean a mistake, misconception, delusion, inaccuracy, miscalculation or flaw.

“Final Design Documents” – shall mean the designs, fabrication plans, drawings and related documents approved for construction by the LaDOTD and/or Parish.

“LaDOTD” – shall me Louisiana Department of Transportation and Development

“Parish” – shall mean the Caddo Parish Commission, its subsidiaries, assigns and authorized representative(s).

“Parties” – shall mean the Parish of Caddo and Tim James, Incorporated.

“Project” or “the Project” – shall mean the toll bridge, roadways dedicated for public use, and/or any other related infrastructure related to the operation of the toll bridge.

“State” – shall mean the State of Louisiana.

“Toll bridge” – shall mean the span between Bossier Parish and Caddo Parish identified in Exhibit A – “The Route Map.”

“Work” – shall mean the design and construction of the toll bridge, roadways dedicated for public use, and/or any other related infrastructure related to the operation of the toll bridge.

1.2 ORDER of PRECEDENCE

The Contract Documents, as defined above, are intended to be complimentary and to describe and provide for a complete recordation of the agreements and covenants between the Parish and the Developer. In the event of any conflict among the Contract Documents, the order of precedence shall be set forth in descending order below.

1. The Authorizing Legislation.
2. Written and properly authorized Amendments to the Cooperative Endeavor Agreement.

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3. The Cooperative Endeavor Agreement and its attachments.

1.3 INTERPRETATION OF CONTRACT DOCUMENTS

Where appropriate and unless otherwise specified, lists contained in the Contract Documents shall not be deemed all-inclusive. Additionally, pronouns such as he, she, or them, shall give no deference to gender and should be interpreted to apply to the respective party referenced in the particular provision, section, or portion of the CEA. Accordingly, in the event of any ambiguity in or dispute regarding the interpretation of the Contract Documents, they shall not be interpreted or construed against TJI, and instead other rules of interpretation and construction shall be used. On plans, working drawings, and standard plans calculated dimensions shall take precedence over scaled dimensions.

1.4 REVIEW OF CEA

The parties herein acknowledge and agree that each has received an advance copy of this CEA prior to execution. Each party agrees that they have had the opportunity to review this CEA with legal counsel, understand the terms set forth herein, and agree to be bound by the terms of this CEA subject to the severability provisions contain below.

1.5 EXPLANATIONS, OMISSIONS, and MISDESCRIPTIONS

Neither party shall take advantage of any apparent Error in the Contract Documents. The Parish shall request any explanations of calculations or other material items prior to the execution of this CEA. The fact that the Contract Documents omit or misdescribe any details of any Work which are necessary to carry out the intent of the Contract Documents, or that are customarily performed, shall not prevent Developer from performing such omitted Work (no matter how extensive) or misdescribed details of the Work.

1.6 COMPUTATION OF PERIODS

References to “days” contained in the Contract Documents shall mean calendar days, unless otherwise specified. If the date to perform any act or give any notice specified in the Contract Documents (including the last date for performance or provision of notice “within” a specified time) falls on a non-business day, such act or notice may be timely performed on the next succeeding business day.

SECTION 2 – RIGHT TO CONSTRUCT

2.1 RIGHT TO CONSTRUCT, OWN, AND OPERATE TOLLOWAY

Pursuant to the authorizing legislation attached herewith as ‘Exhibit A,’ and upon execution of the CEA subject to Louisiana Revised Statute 48:2037 Developer shall have the irrevocable right to construct, own, and operate a tollway to be designated the “Red River Expressway.”

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2.2 RIGHT TO SET, FIX, CHANGE and COLLECT TOLLS

Following completion of the Project described in this CEA, Developer shall have the right to set, fix, change, and collect tolls in perpetuity. Such tolls shall only be allowed at crossings for the Red River and shall not be imposed on any roadways or infrastructure dedicated for public use.

2.3 DETERMINATION OF THE ROUTE

The proposed route of the Red River Expressway shall be determined by the Developer and shall traverse privately owned land. The Developer shall enter into separate Agreements for the encumbrance or purchase of each necessary parcel with each respective property owner who/that owns property along the proposed route.

2.4 ADJUSTMENTS TO THE DETERMINED ROUTE

The Determined Route is identified in Exhibit A of this CEA. The Determined Route may be adjusted at the sole discretion of the Developer subject to the Agreement of the affected private landowner. Any changes to the route must be on privately owned property.

2.5 PRIVATE PROPERTY OWNER RIGHTS

The parties here in acknowledge that the Determined Route, Project and Work shall be located on privately owned property as described the map marked as "Exhibit C." Developer shall maintain Agreements with each Property Owner and shall maintain a record of such Agreement. Parish shall have a right to inspect but shall not have a right to maintain a copy of the Agreement. Such Agreements are not a part of the public record and should be identified as Proprietary and specifically exempted from Title 44 of the Louisiana Revised Statutes and the Freedom of Information Act. The developer will record any acts of sale, deeds, or grants of a permanent servitude that grant the developer an interest in the land included in the Route.

SECTION 3 – DESIGN REQUIREMENTS

3.1 USE OF PROFESSIONALS

Developer, at its sole cost, shall utilize licensed and/or certified design professionals and construction professionals for the completion of the Work.

3.2 PERFORMANCE

All materials, services, and efforts necessary to achieve completion of the Work on or before the applicable deadlines shall be Developer's sole responsibility, except as otherwise specifically provided in the Contract Documents. The costs of all materials, labor, services, and efforts are the sole responsibility of the Developers.

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Developer shall have the sole responsibility to design the Work in such a manner that it conforms to the standards of the Parish and the State of Louisiana. The Developer shall construct the Work in accordance with generally accepted practices for engineering, construction and development. The Work shall be in a good and workmanlike manner, free from defects, and in accordance with the terms and conditions set forth in the Contract Documents.

3.3 DESIGN REVIEW PROCESS

Developer shall submit its design and plans, drawings and related documents or data to the LaDOTD and the Parish for review and approval as required by local and state law. The Parish shall have 30 days to respond with comments or objections. Failure of the Parish to timely respond shall deem the documents accepted. Subject to Section 2 above, the approved submittals shall be deemed the Final Design Documents.

Developer will respond to the comments and make modifications, when appropriate, to the design and plans, drawings and related documents and data based on the comments within thirty (30) days of receipt. The foregoing shall in no way obligate the Developer to incorporate any comments that would result in a significant disruption to its schedule or a significant increase in its costs, except pursuant to a directive by the Parish or LaDOTD related to their respectively controlled roads.

3.4 DESIGN STANDARDS

All roadways, bridges, appurtenances, infrastructure, or other constructions either constructed or installed shall be designed in compliance with the minimum standards of the Parish and the LaDOTD as outlined in the latest edition of the "Louisiana Standards and Specifications for Roads and Bridges."

3.5 RESPONSIBILITY FOR DESIGN

Developer is responsible for correcting any errors in the plans through the design and/or construction process.

3.6 STANDARDS FOR APPROVALS

In all cases where approvals or consents are required to be provided by the Parish, such approvals or consents shall not be withheld unreasonably. In cases where sole discretion of the Developer is specified, the decision shall not be subject to dispute resolution nor shall it give rise to a cause of action.

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SECTION 4 – TIME WITHIN WHICH WORK SHALL BE COMPLETED

4.1 NOTICE OF APPROVAL

Upon execution of this CEA, the Developer shall be vested with all rights to proceed with the Project. The fully executed CEA shall serve as a notice of approval and Developer may begin the process of securing all necessary permits from the Federal, State and Local governments.

4.2 PERMITTING

Upon approval, the Developer may begin the process of securing all necessary permits to complete the Project. The Parish shall cooperate with Developer and provide any required proofs of consent or approval of the Project to the requesting agency or third-party. In the event a permit is refused, the Developer may elect to stop work until such time as the reason for refusal is remedied. In the even the reason for refusal cannot be remedied, the Developer shall be under no obligation to proceed with construction.

4.3 DESIGN

Subject to Section 3 above, the Developer may begin the process of Design prior to the approval of this CEA. The Developer has the right to adjust the Design in accordance with the terms of this CEA. Additionally, the Developer has sole discretion on whether it intends to proceed with Construction following completion of the final design documents.

4.4 CONSTRUCTION

Time is of the essence. Subject to the requirements of its local ordinances, the Parish agrees to provide the necessary construction permits to the Developer within a reasonable time. Developer may commence construction immediately following the approval of all required permits. Construction shall conform to the final design documents; however Developer may be required to approve Change Orders, and approval of such Change Orders shall be at the sole discretion of the Developer.

4.5 TERM

This CEA is irrevocable.

Developer shall begin construction within five (5) years of the execution of this Agreement. In the event Developer is subject to a declared state of emergency or suffers delays not directly attributable to its own negligence such as, but not limited to market conditions, litigation, weather or supply limitations. Under such circumstances, the term as defined herein shall be extended by written agreement of the

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parties for a term sufficient to compensate for delays as set forth herein, but unless agreed to by both parties shall not extend beyond three (3) additional years.

Developer shall provide the Parish with an anticipated construction timeline prior to the commencement of Construction. The parties herein agree and acknowledge that the construction timeline may be altered by the Developer, however, unless approved in writing by the Parish, construction shall not exceed five (5) years without extension, or eight (8) years with extension as provided herein.

4.6 COMPLETION

Completion of the Project shall be deemed to occur when the toll plaza is opened for business.

SECTION 5 – CONTROL OF WORK

5.1 CONTROL AND COORDINATION OF WORK

At all times prior to the completion of the Project, Developer shall exercise control over the design, construction and operations related thereto. Developer shall, at its cost, hire professionals, contractors, and other employees to complete Project in accordance with Section 4 above. Materials, equipment, and work shall be in line with the requirements set forth herein and in accordance with Section 3 above.

5.2 SAFETY

Developer shall take all reasonable precautions and be solely responsible for the safety of, and shall provide protection to prevent damage, injury, or loss to, all persons who would reasonably be expected to be affected by the Work, including individuals performing the Work, employees of the Parish, and members of the public who may be affected by the Work.

5.3 INSPECTIONS

The Parish and LaDOTD shall have the right to inspect the work of Developer as provided by Parish ordinance and/or state law.

5.4 PROJECT MANAGER

Developer shall designate a Project Manager and notify Parish, in writing, of the same. Developer shall provide Parish with the name, telephone number and email of the designated Project Manager in

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accordance with the “Notice” section this CEA. Developer shall notify the Parish, in writing, to any changes of the Project Manager.

SECTION 6 – CONNECTING ROADS, HIGHWAYS, STREETS, BRIDGES, or TRANSITWAYS

6.1 DEVELOPER’S RIGHTS

Developer shall have the right to connect to roads, highways, streets, bridges and/or transitways necessary to complete this Project.

6.2 PRIVATE PROPERTY OWNERS’ RIGHTS

Subject to the design and construction standards of the Parish and the LaDOTD, private property owners who/that own property contiguous to the Project or property on which the Project is constructed, shall have the right to connect to the roadways dedicated for public use. This provision does not give rights to the property owner(s) to connect to the toll facilities or to construct any roadway that would usurp the intent of the Project or cause negative financial impact as determined by the Developer.

SECTION 7 – BONDS AND INSURANCE

7.1 BONDS

Prior to the beginning of construction, Developer agrees to provide proof of any and all Performance Bonds or Payment Bonds as may be reasonably required by the Parish for roadway projects.

Each bond required hereunder shall be issued by a Surety authorized to do business in the State of Louisiana with a rating of BBB+ by Standard & Poor’s Corporation or better. Developer may demonstrate an equivalent rating by another recognized rating agency. If any bond previously provided becomes ineffective, or if the surety that provided the bond no longer meets the requirements, Developer shall provide a replacement bond in the same form issued by a surety meeting the foregoing requirements, or any other assurance satisfactory to the Parish.

Upon completion of the work and opening of the project, Developer may cause all bonds required under this section to be released. Parish need not consent to the release of said bonds.

7.2 INSURANCE

Developer shall name the Parish of Caddo as an additional insured on all policies of insurance required for the construction of this Project. Developer shall not be required to name the Parish of Caddo on insurance policies unrelated to the physical construction of the roadway or toll plaza.

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SECTION 8 – DEDICATION OF ROADWAYS TO THE PARISH

8.1 DEDICATION OF CERTAIN ROADS, CONSTRUCTION, AND INFRASTRUCTURE

The parties herein acknowledge and agree that, upon completion of the Project and in accordance with the provisions of this CEA, that portion of the roadway between the incorporation limits of the City of Shreveport and the end of the surface roadway west of the Union Pacific Railroad right-of-way, as shown on Exhibit “B”, shall be dedicated to the Parish for public use. Furthermore the parties herein acknowledge and agree that the arterial roadways approaching the toll plaza are essential to the function and success of this undertaking, therefore the maintenance and repair of same are of the utmost importance to the Developer and Parish.

8.2 MAINTENANCE

Following the expiration of the Warranty Period, as described in Section 9 below, the Parish shall be responsible for ordinary maintenance and repairs of the roads, constructions, and infrastructure dedicated to the Parish for public use as specified in Section 8.1 above and shown on Exhibit B..

The Parish shall be responsible for the reasonable upkeep of the right-of-way located adjacent to the roadway; but in no instance the private property abutting such right-of-way. Upkeep shall include, but not be limited to mowing, litter abatement and the cleanliness of drains and culverts. The Parish’s obligation to maintain the right of way shall begin with the completion of the Project.

Developer shall have the right to regularly inspect the arterial roadways of the Project.

In the event the Parish refuses or is unable to timely make necessary repairs to the arterial roadways dedicated to the Parish for public use as specified in Section 8.1 above of the Project following the expiration of the warranty period, the Developer may make such repairs at its own cost and seek reimbursement from the Parish.

8.3 EMERGENCY REPAIRS

Following the expiration of the Warranty Period as described in Section 9 below, in the instance a section of publicly dedicated roadway becomes so damaged that it becomes impassable, whether by Act of God, or other catastrophic event the Parish shall deem the needed repairs a priority and shall cause the needed repairs to be made expeditiously at its cost . This provision does not require the Parish to prioritize such repairs above critical infrastructure or other life-threatening matters.

8.4 ORDINARY REPAIRS

Following the expiration of the Warranty Period, the Parish shall incorporate the Project roadways into its capital outlay program or other road maintenance programs.

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SECTION 9 – WARRANTIES

9.1 WARRANTY

Developer warrants that (a) all design Work shall conform to all professional engineering principles generally accepted as standards of the industry in the State, (b) the Work shall be free from defects, including design Errors, except to the extent that such defects are inherent in prescriptive specifications included in the Contract Documents, (c) the Work shall be fit for use for the intended function, (d) materials and equipment furnished for the Work and under the Contract Documents shall be of good quality and new, and (e) the Work shall meet all of the requirements of the Contract Documents. Developer further warrants that any road, bridge, infrastructure, or construction pursuant to the Project shall be maintained for the term of the Warranty as defined in this CEA in condition equal to good condition as defined by LaDOTD.

9.2 WARRANTY TERM

This subsection shall apply only to the roadways that are dedicated for public use. The Developer agrees to Warranty the Work for a period of fifteen (15) years following the completion of the Project.

9.3 REMEDY

Within seven (7) days of receipt by Developer of notice from the Parish or LaDOTD specifying a failure of any of the Work to satisfy Developer's Warranties, or of any Subcontractor representation, warranty, guarantee or obligation which Developer is responsible to enforce, Developer and the Parish shall mutually agree when and how Developer shall remedy such violation. Developer and the Parish shall promptly meet in order to agree on a remedy. If Developer does not use its best efforts to proceed to effectuate such remedy within the agreed time, or should Developer and the Parish fail to reach such an agreement within such seven-day period (or immediate in the case of emergency conditions), the Parish, after notice to Developer, shall have the right to perform or have performed by third parties the necessary remedy, and the costs thereof shall be borne by Developer. Further provided that, upon completion of the Project, Developer shall provide Parish a Maintenance Bond for the duration of Developer's Warranty under this section. Said bond shall run in favor of the Parish and guarantee the payment to the Parish of the cost of any work which the Parish performed or had performed under this section.

9.4 APPLICABILITY OF WARRANTIES TO RE-DONE WORK

The Warranties shall apply to all Work re-done, repaired, corrected or replaced pursuant to the terms of the Agreement. The Warranties as to each re-done, repaired, corrected or replaced element of the Work shall extend beyond the original warranty period if necessary to provide at least a one year warranty period regarding all elements of the re-done, repaired, corrected or replaced Work.

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9.5 NO LIMITATION OF LIABILITY

The foregoing Warranties are in addition to all rights and remedies available under the Contract Documents or applicable law and shall not limit Developer's liability or responsibility imposed by the Contract Documents or applicable law with respect to the Work, including liability for design defects, latent fabrication defects, strict liability, negligence or fraud; provided, however, that upon expiration of the Warranties, Developer shall have no further liability hereunder.

SECTION 10 – DOCUMENTS AND RECORDS

10.1 OWNERSHIP AND USE OF DOCUMENTS

All data, sketches, charts, calculations, plans, specifications, electronic files, correspondence (not including correspondence to and from the Parish), and other documents created or collected under the terms of the Contract Documents shall be owned by Tim James, Inc.

SECTION 11 – EQUAL OPPORTUNITY EMPLOYER

11.1 MBE/DBE REQUIREMENTS

Developer shall, when practicable, maintain compliance with Parish's MBE/DBE standards.

11.2 CIVIL RIGHTS; EQUAL EMPLOYMENT OPPORTUNITY

Developer shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Work.

SECTION 12 – MISCELLANEOUS PROVISIONS

12.1 AMENDMENTS

The Contract Documents may be amended only by a written instrument duly executed by the parties or their respective successors or assigns.

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12.2 WAIVER

Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way limit or waive a party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision. Furthermore, if the parties make and implement any interpretation of the Contract Documents without documenting such interpretation by an instrument in writing signed by both parties, such interpretation and implementation thereof shall have no effect.

12.3 NOT A JOINT VENTURE

Developer is a private corporate entity, and nothing in the Contract Documents shall be construed to create a joint venture with the Parish. In no event shall the relationship between the Developer and the Parish create a relationship between the employees of either party. Developer nor its employees shall be deemed to be an employee of the Parish. Unless otherwise specified in the Contract Documents, Developer has sole authority and responsibility to employ, discharge and otherwise control its employees and has complete and sole responsibility as a principal for its agents, for all Subcontractors and for all other Persons that Developer or any Subcontractor hires to perform or assist in completing the project.

12.4 SUCCESSORS AND ASSIGNS

The Contract Documents shall be binding upon and inure to the benefit of the Developer and Parish and their permitted successors, assigns and legal representatives.

Developer may, with the written consent of the Parish, voluntarily or involuntarily assign, convey, transfer, pledge, mortgage or otherwise encumber its rights or interests under the Contract Documents. Such written consent by the Parish shall not be unreasonably withheld.

12.5 DESIGNATION OF REPRESENTATIVES

The Developer and the Parish shall each designate, in writing, an individual or individuals who shall be authorized to make decisions and bind the parties on matters relating to the Contract Documents. Such designations may be changed by a subsequent notice, in writing, delivered to the other party in accordance with this CEA. The parties may also designate technical representatives who shall be authorized to investigate and report on matters relating to the Project and related Work, and who may negotiate on behalf of each party but who do not have the authority to bind the Developer or Parish.

For purposes of this CEA the authorized signatories with authority to bind their respective entities are:

FOR TIM JAMES, INC. – Tim James, Sr.

FOR THE PARISH – Dr. Woodrow Wilson

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12.6 SURVIVAL

The parties' representations and warranties, the dispute resolution provisions contained in this CEA, and the indemnifications and releases contained in this CEA, shall survive the termination of this CEA.

12.7 TORT LIABILITY; PERSONAL LIABILITY OF EMPLOYEES OF THE PARISH

The Parish's authorized representatives are acting solely as agents and representatives of the Parish when carrying out the provisions of or exercising the power or authority granted to them under this CEA. They shall not be liable either personally or as employees of the Parish for actions in their ordinary course of employment.

No agent, consultant, officer or employee of the Parish, nor member of the Commission shall be personally responsible for any liability arising under this CEA.

The Parties agree to provide to each other's authorized representative written notice of any claim which such Party may receive from any third party relating in any way to the matters addressed in this CEA and shall otherwise provide notice in such form and within such period as is required by law.

In no event shall the Parish be liable for any injury, damage or death caused by the actions, omissions, negligence, willful misconduct, or breach of applicable Federal, State or Local laws or contract by any Developer-Related Entity.

12.8 GOVERNING LAW

This CEA, all Amendments, and all purported Amendments shall be governed by and construed in accordance with the laws of the State of Louisiana and Parish of Caddo. Any claims related to this CEA, its Amendments, and any purported Amendments shall be brought in the 1st Judicial District Court for the State of Louisiana or in the Western District of the United States District Court for the State of Louisiana.

12.9 NOTICES and COMMUNICATIONS

Notices under the Contract Documents shall be in writing and (a) delivered personally. (b) sent by certified mail, return receipt requested, (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by telefacsimile or email communication followed by a hard copy and with receipt confirmed by telephone, to the following addresses (or to such other address as may from time to time be specified in writing by such Person):

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
PARISH OF CADDO AND TIM JAMES, INC.

If to Parish of Caddo:

Parish of Caddo
Attn: Parish Administrator
505 Travis Street
Suite 110
Shreveport, LA 71101

If to Tim James, Inc.:

Tim James, Inc.
Attn: Tim James
P.O. Box 584
Greenville, AL 36037

Notices shall be deemed received when actually received in the office of the addressee (or by addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private carrier or other Person making the delivery. Notwithstanding the foregoing, notices received after close of business shall be deemed received on the first business day following delivery.

12.10 SEVERABILITY

If any clause, provision, section or part of the Agreement is ruled invalid under this CEA or otherwise by a court having proper jurisdiction, then the parties shall: (a) promptly meet and negotiate a substitute for such clause, provision, section or part, which shall, to the greatest extent legally permissible, effect the original intent of the parties; and (b) if necessary or desirable, apply to the court or other decision maker (as applicable) which declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. The invalidity or unenforceability of any such clause, provision, section or part shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or enforceable clause, provisions, section or part.

12.11 HEADINGS

The captions of the sections of the Agreement are for convenience only and shall not be deemed part of the CEA or considered in construing the CEA.

12.12 ENTIRE AGREEMENT

The Contract Documents contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, statements, representations and negotiations between the parties with respect to its subject matter.

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
PARISH OF CADDO AND TIM JAMES, INC.

12.13 COUNTERPARTS

This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Caddo Parish Commission

Tim James, Inc.

By: _____
Dr. Woodrow Wilson
Parish Administrator
Date _____

By: _____
Tim James, Sr.
President/CEO
Date _____