



CITY OF LAKE CHARLES

RANDY ROACH
MAYOR

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OFFICE OF THE MAYOR

November 20, 2009

Attention: Real Estate Developers

In 2005, the City of Lake Charles suffered loss and devastation from the winds and waters of Hurricane Rita. While the storm damaged homes and buildings, the strong community of Southwest Louisiana was unshaken – rather it was strengthened. The citizens of Lake Charles drew together and vowed not only to repair that which had been broken, but to rebuild and revitalize this city.

The primary focus for this effort was drawn on the very centerpiece of the community – the downtown and lakefront. Partnering with the Louisiana Recovery Authority, world-class planning professionals, and through a series of public charrettes, the City developed a Lakefront Development Plan. For sixty years, there had been much talk and debate about developing the lakefront, but in May of 2007, that debate came to an end when 80% of the voters approved the development plan in a public referendum.

Lake Charles wasted no time implementing the plan, becoming the first City in the state to begin construction on a plan arising out of the Louisiana Recovery Authority process. While construction is currently underway on the first phase of the public improvements along the seawall, the plan also authorizes the leasing of approximately 50 acres of waterfront property for private development.

We invite you to consider joining with us and building a high visibility mixed use walk-able development on our beautiful lakefront. The City will begin accepting proposals, in accordance with the enclosed request, sixty days from the date of this letter. We will continue to entertain proposals until the entirety of our lakefront properties have been leased for development.

Southwest Louisiana's economy has been amazingly resilient through the current economic downturn. Lake Charles recently topped the list of Business Week's strongest nationwide construction markets. We sincerely hope that you will consider becoming a part of our growing community. To access an interactive version of the Request for Proposals, visit cityoflakecharles.com.

Sincerely,

RANDY ROACH
Mayor, City of Lake Charles

§1 INTRODUCTION

This Request for Proposals is an invitation by the City of Lake Charles (the "City") to private real estate developers to plan, finance, build and operate a first-class, mixed-use development on scenic lakefront public property in the city's downtown lakefront development district.

Opportunity

The City lies along the shores of Lake Charles, a naturally occurring lake of approximately 800 acres along the Calcasieu River estuary. In the past, the City filled a portion of the lake creating land for a park and a municipal civic center. Following the devastation of Hurricane Rita and in the spirit of re-building and rebirth which emerged thereafter, the City pledged to renew and reinvigorate its historic downtown. As a part of that project, the City endeavored to convert a large portion of its lakefront property, much of which is currently devoted to surface parking, to private mixed-use development including retail, office and residential components. As a result, a rare development opportunity awaits. The City now has approximately 50 acres of waterfront property to offer to private developers for a high quality mixed-use development.

Geography

Lake Charles is located in southwestern Louisiana and is the state's fifth largest city. Bisected by Interstate 10, and well served by rail, water and air, the City is 140 miles east of Houston and 120 miles west of Baton Rouge. With approximately 185,000 residents in Calcasieu Parish, Lake Charles is the major economic, governmental, educational, and cultural center of Southwest Louisiana and the western anchor of Louisiana's Acadiana region. The Gulf of Mexico lies thirty-one (31) nautical miles downriver from downtown Lake Charles. Southwest Louisiana's extensive marsh lands, the trophy fishery that is the Calcasieu estuary, and its strategic location at the southern tip of the central flyway for migratory waterfowl establishes Lake Charles as a major gateway to the "Sportsman's Paradise." Steeped in history as the hideaway of Jean Lafitte coupled with its Cajun culture, Lake Charles is often referred to as the Festival Capital of Louisiana.

Economy

The petrochemical and gaming industries are the major drivers of the local economy, followed by McNeese State University, the Port of Lake Charles, and agriculture. Lake Charles has been largely isolated from the recent economic downturn and finds itself as one of the few bright spots of economic activity and growth in the nation. Recently construction began on a 600,000 square foot facility for the fabrication

of modules for use in the nuclear power industry. This facility is expected to employ more than 1,400 when brought up to full capacity.

The links below will assist the private developer in gaining a snapshot of the local economy and will provide data and statistics to assist in developing market strategies for the Lakefront Development project.

SWLA Economic Development Alliance	http://www.allianceswla.org/
McNeese State University's Drew Center for Economic Development	http://www.mcneese.edu/drewecon/
Metropolitan Planning Organization IMCAL	http://www.imcal.org/
Chennault International Airport	http://www.chennault.org/
Petrochemical - Lake Area Industry Alliance	http://www.laia.com/
Lake Charles Harbor and Port	http://www.portlc.com/
Louisiana Gaming Control Board	http://lgcb.dps.louisiana.gov/
Louisiana Site Selection Center	http://www.lasiteselection.com/lakecharles/

§ 2 THE PROJECT

The City seeks proposals from private parties for the financing, construction and operation of portions of City owned lakefront properties. The City will entertain proposals for the development of an entire tract and/or proposals for developing smaller portions of an available tract. The property will be conveyed pursuant to a long-term ground lease and developed pursuant to the terms of a corresponding development agreement. Details of the proposed legal arrangement, including payment terms, financing, structure and duration, are to be included in each submission. To accomplish the development of these properties, an integrated package of development services from the private sector is sought, including: planning and design, construction, sales/leasing and management and long term ownership of the improvements.

An interactive version of this document is available on the City of Lake Charles Website www.cityoflakecharles.com . Please view this interactive document to fully access links to the referenced background materials and source documents.

Background

Under authority of state law (La. R.S. 33:4699.1), the City was granted title to portions of the water bottoms of Lake Charles as well as state lands along the lake's shoreline. The City filled a portion of the lake creating new lands and constructed a seawall, a beach, a Civic Center, parks, and other public amenities.

In 2005, Louisiana's Gulf Coast was struck by hurricanes Katrina and Rita. Responding to the devastation wrought by the storms, the State of Louisiana created the Louisiana Recovery Authority ("LRA") and tasked it with rebuilding Louisiana safer, stronger and smarter. The LRA and the City of Lake Charles ("City") sponsored, *inter alia*, a series of public *charrettes* which were conducted in February and March of 2006. The *charrettes* sought to create a comprehensive planning strategy for the redevelopment and revitalization of downtown Lake Charles and the lakefront.

The planning firm Duany Plater-Zyberk & Company, working with renowned design professionals from around the world and incorporating information from the *charrettes*, produced the "[Downtown Lake Charles Charrette Report](#)" which was adopted and approved by the City on February 11, 2006. The Downtown Lake Charles Charrette Report provides the downtown with a vision that encourages mixed-use pedestrian-friendly development and capitalizes on the downtown's terrific environment and regional location. It envisions converting the Lake Charles downtown lakefront development district into an active, medium-density urban community containing pedestrian-friendly streets leading past shops, through greenways, and embracing the lakefront. This pedestrian-friendly downtown environment is expected to reinvigorate construction activity, generate private investment, spawn economic expansion, and establish a regional cultural activity center.

In May 2006, the City adopted the "[Lake Charles Smart Code](#)" developed in conjunction with the *charrettes* as a unified development code for downtown Lake Charles. The Smart Code contains specific standards for land use development, including architectural design and landscape design guidelines and is the zoning for the downtown Lake Charles and lakefront area.

On May 5, 2007, the voters of the City of Lake Charles approved (with 80% in favor) the Downtown Lake Charles Charrette Report with regard to the lakefront and the commercial and residential development of City owned lakefront properties. This vote, *inter alia*, amended the City Charter by adding §7-09 and making operative Ordinance Nos. 14083 and 14114, creating the Lake Front Development Sub District (LDS) and establishing the Downtown Development Authority ("DDA") to oversee the LDS. The City is now authorized to engage with private parties for the development of approximately 50 acres of City owned property. Both the code adoption and the public

referendum approvals provide significant predictability as to the development requirements and the support of the citizens for the Project. The City has a clear mandate to move forward with a public/private partnership to create a high quality mixed use development along the lakefront.

To ensure timely, efficient and consistent, approval of development proposals and permits, the DDA will review all proposals to ensure compliance with City requirements. In accordance with its mandate, the DDA has developed, continues to refine in a series of phases, and has begun to implement the “Lakefront Downtown Action Plan” (“LDAP”), a plan for the strategic implementation of the Downtown Lake Charles Charrette Report.

Lakefront Downtown Action Plan (“LDAP”)

To identify and prioritize projects to enhance the lakefront properties designated for private development, the DDA developed and utilized an extensive evaluation tool which enabled the DDA to compile a list of short, medium and long term projects. The LDAP was created to identify and periodically report on the progress of the implementation of these projects. In [May 2009](#), the most current list of projects and their status were reported by the DDA.

Capital projects completed or currently under construction since 2008	\$7.2 M
Maintenance and renovations, restriping / parking reconfiguration, water main, municipal marina, Lakefront promenade linear park	
Currently in design	\$ 20 - 26 M
Amphitheater / Park improvements, Gill Street extension, Ryan Streetscape enhancements, City transit hub, surge protection levee	
Partner Projects	Total \$ 40 M
City share \$6 M	Others \$34 M
DOTD Ryan Street- I-10 Exit ramp and feeder roads; DOTD TEA Pithon Coulee bridge replacement; DOTD TEA Hwy 385 Multiuse Trail	

Market Studies

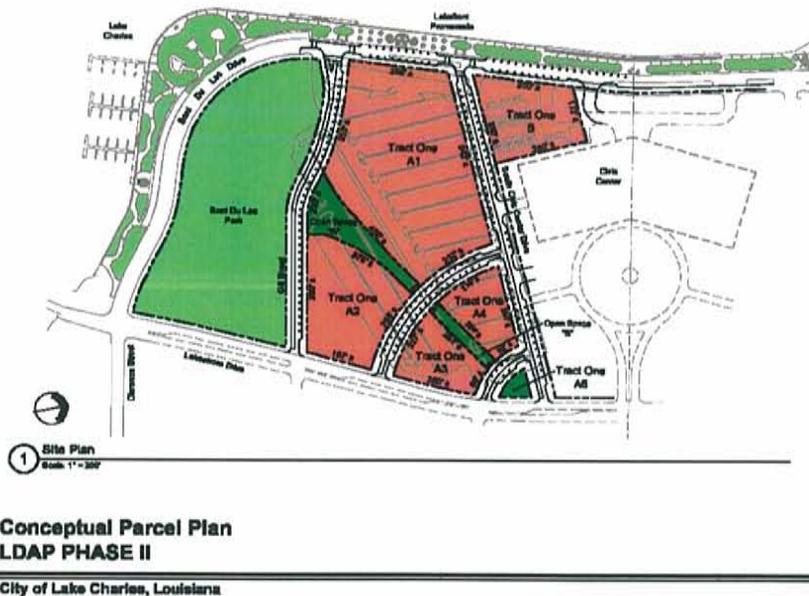
In addition to the capital project component of the Lakefront Downtown Action Plan, the DDA has also been working to refine the developable envelopes for the Lakefront properties. Comprehensive retail and housing market studies have been completed by [ZVA](#) and [W-ZHA](#). In [October 2008 DPZ](#) submitted a follow up report that gauged the development potential of the lakefront tracts and proposed a sequencing plan. The DPZ follow up report “tunes up” the initial master plan by incorporating the

data and analysis from the market reports. The DPZ report notes as critical the following findings of the market studies:

- The Lake Charles market can absorb about 1000 new T-5 to T-6 housing units for younger and older adults in the near future; and
- A more pedestrian-oriented environment in the Downtown area could support as much as three to four times the food, entertainment, and specialty retail venues currently in business (an additional 150,000-200,000 SF).

Project Site

In order to jump start development on the designated lakefront property the City engaged DPZ to prepare a sample development scheme for Tract One A. The DDA has utilized this conceptual development scheme to further enhance the public space surrounding the developable tract in preparation for private development. This sample development scheme is offered as an example of the type of development which the City would like to see on the lakefront, however, developers are invited to submit proposals which may improve upon this plan.



TRACT ONE A

The Tract One A conceptual plan shows several components that the DPZ and DDA teams feel are important development considerations. The [October 2008 DPZ](#) report will be used as a guide to gauge development potential of this tract.

The City has committed funds for capital projects to complement future development, to add value and amenities and to refine the perimeter envelope of the developable area.

Waterline loop; renovations and maintenance; relocated parking and street striping completed 2009 **\$ 500,000**

Gill Street Extension: **\$ 3.0 M**

The establishment of the Gill Street extension offers an edge to the reconfigured Park and Amphitheater space and connects the Lakefront to the Ryan Street corridor through the parish government complex. This street section will allow two-way traffic and on-street parking adjacent only on the developed side. Gill Street is in Design Phase

Lake Edge Servitude - Promenade under-construction **\$ 3.6 M**

The Promenade project established the streetscape design palette and serves to frame Tract One A. At the apex of both the South Civic Center road and the Gill Street extension as they intersect with Bord du Lac Drive a hard-scape *fleur de lis* themed multi use plaza accompanies the water's edge. Several other amenities are included in the promenade to accommodate public activities along the water's edge to complement future commercial development.

Park and Amphitheater improvements: Bid date Feb 2010 **\$ 8 - 10 M**

The park design will reflect the Kirby Street connection with a design feature along the axis and will accommodate a more urbanized use of the park. Park and Amphitheater upgrades are also in design phase.

Municipal Marina: Under construction **\$ 1.75 M**

A 52 slip floating dock has been constructed on the South edge of the park. This will be a transient type municipal marina.

Green space/ common area:

The internal green-space "Arrow" allows for a pedestrian corridor to connect the Kirby street intersection through the development to the park and other development amenities.

TRACT ONE B

It is contemplated that Tract One B will be utilized as a hotel, business, and convention center complementing the adjoining [Civic Center](#) complex.

ALSO AVAILABLE

Tracts One C & D, Tract Three and Tract Four are also available for development. Tract Two is presently reserved for the National Hurricane Museum and Science Center and/or the America's Wetland Discovery Center.

For more complete information on each of the lakefront tracts, please see the Lakefront Development Tracts Fact Sheet which follows as Appendix A.

§3 LEASE & DEVELOPMENT AGREEMENT

The Selected Developer(s) will be required to enter into both a Lease and a Development Agreement that establishes various agreed-upon timetables for development, construction, lease-up and stabilization of the Project.

The Development Agreement

The Selected Developer(s), on a negotiated basis, will have the responsibility for planning and design, construction, sales/leasing and management of the Project. The design plan must comply with the [Smart Code](#) and should be consistent with the [Downtown Lake Charles Charrette Report](#), historical construction in the area, and the [Louisiana Speaks Pattern Book](#). Design plans shall be subject to a City review and approval process.

Key Terms

In order to provide some background information for Respondents, the following section briefly describes key terms to be negotiated into a final Development Agreement.

- **Timeline/Milestones** - The Selected Developer(s) will be expected to prepare a mutually agreeable timeline schedule including milestones for planning, obtaining financing, construction, and lease-up. The Selected Developer(s) will be expected to complete the Project (including obtaining all requisite approvals and permits) consistent with the critical milestones and projected completion dates.
- **Approval of Design Plan** – The Selected Developer(s) will present its development plans to the City for review and approval.

- Infrastructure – The City will consider sharing in the costs of construction of infrastructure for the Project. The City’s participation will be contingent upon the quality, size, and benefit of the development proposed by the Selected Developer(s). Respondents are invited to present a plan for the financing and construction of infrastructure including the City’s participation therein.
- Community Meetings - As required by law, or if requested by City, the Selected Developer(s) will present its design plans to community associations and/or to other government officials. The City will attend and cooperate in such meetings.
- Property Management - Following completion of construction of the Project, the Selected Developer(s) will be expected to provide on-site property and asset management services consistent with first-class mixed-use developments.
- A sample development agreement may be made available upon request, for discussion purposes only.

Other responsibilities of the parties will be negotiated in the Ground Lease, the Development Agreement and/or in other agreements between the City and the Selected Developer(s).

The Ground Lease

The City envisions entering into a long-term ground lease (“Ground Lease”) with the Selected Developer(s) on negotiated terms. The Selected Developer(s) will have the responsibility for obtaining equity and debt necessary for the development, design, construction and operation of the Project. All subleases and other financing will be subject to the city’s interest as landlord under the Ground Lease on a negotiated basis

The City shall maintain title to the property. Unless negotiated otherwise, the Selected Developer(s) will be responsible for the payment of any real estate taxes and property-related operating, maintenance and other carrying costs, and for the management and maintenance of the Project. Upon the expiration or earlier termination of the Ground Lease, all right, title and interest to or in improvements located on the Site will revert to the City.

Key Terms

In order to provide some background information for Respondents, the following section briefly describes key terms to be negotiated into a final Ground Lease.

- Rent – As compensation for the Ground Lease, the City prefers payments in the form of a percentage of gross revenues generated by the Project. Different

percentages of gross revenues may be offered for the different uses included in the proposal. To assist in the success of the project, the City may consider a credit for infrastructure constructed by the Selected Developer(s). In considering proposals for reduced or minimal rental amounts, the City will take into account the infrastructure contributions of the Selected Developer(s), the size, scope and quality of the proposed development; the proposed development's responsiveness to the City's vision; the proposed development's contributions to the downtown; and, the Selected Developer(s) total investment in the project.

- Term - The term of the Ground Lease shall be appropriate to permit the acquisition of sufficient financing and investment capital to support the types of uses contemplated by this RFP and approved by the City. Respondents are requested to include specifics regarding the terms, conditions, and the initial duration of the Ground Lease term and any renewal periods.
- Maintenance/Repairs – Unless negotiated otherwise, it is expected that the Selected Developer(s) will be responsible for all expenses associated with the property, including, but not limited to, maintenance, repairs, replacements, and operating expenses.
- Developer as Mortgagee - During the term of the Ground Lease, the Selected Developer(s) shall have the right to encumber its interest in the estate by mortgage for the sole purpose of securing financing for construction of the improvements and/or for long-term financing or refinancing of any such improvements. The Selected Developer(s) shall have no right to encumber the fee simple absolute title of the City or to its remainder or residual interest in the improvements unless negotiated otherwise and only then to the extent permitted by law.
- Taxes, Duties and Impositions – Unless negotiated otherwise, the Selected Developer(s) is expected to pay all appropriate governmental assessments, including real estate taxes, franchise fees, excises, license and permit fees, levies, duties, charges and taxes levied against the property or its operation.
- Assignment – The City shall have the right to approve any assignment or transfer of the Ground Lease and may elect to participate in any proceeds from any such assignment or transfer.
- City Review & Approval – The City is committed to the success of the Project. Accordingly, the City intends to:

- Carefully review the Selected Developer(s) ability to finance and execute the Project (including confirming the availability of equity and construction/permanent financing) prior to entering the Ground Lease
- Work with and assist the Selected Developer(s) in exploring all variety of financing methods and assistance. (See Section 4 below).
- Review and approve the design elements of the Project.
- A sample lease may be made available upon request, for discussion purposes only.

§4 POSSIBLE INCENTIVES/PROGRAMS

The City will consider the following funding sources on a negotiated basis as incentives for a developer to implement its lakefront project as available:

- New Markets Tax Credits (both direct allocation and outside investment);
- Energy Efficiency and Conservation Block Grants;
- Tax Increment Financing;
- Tax Abatements and use of PILOTs (Payments In Lieu Of Taxes);
- CDBG Disaster Recovery Program;
- Sale of long-term leasing rights;
- Creation of Economic Development Districts/Community Development Districts;
- Economic Development Administration (Public Works or Economic Adjustment Assistance);
- Brownfield Remediation Grants and Tax Credits;
- Creation of Real Estate Investment Trust and sale of common stock; and

Respondents are encouraged to identify which of the above funding sources, as well as any others, he/she has experience using to support infill development projects. Respondents are free to specify which of the above funding sources he/she would like to utilize, if secured by the City of Lake Charles.

§5 SUBMISSION OF PROPOSALS

The City will begin accepting responses for review sixty (60) days after the date of this request. Thereafter, the City may negotiate with one or more developers and accept responses for review until the entirety of the property has been leased for development. The City will select the most qualified developer or developer(s) for this Project based upon the overall quality of their responses to this request, including:

- The quality, ability and experience of the development team;
- The quality and responsiveness to the proposed vision of Lake Charles;
- The degree the proposal uses smart growth principles, and is consistent with the City's downtown goals and the Smart Code;
- The size and scope of the development;
- The contribution to downtown Lake Charles; and,
- The ability to finance the project.

The City reserves the right to reject any and all responses. The selection of a developer or developers shall be according to the sole and absolute discretion of the City. The City reserves the right to refuse to negotiate with any and all respondents should it so choose.

REGISTRATION AND QUESTIONS

An interactive version of this document is available on the City of Lake Charles Website www.cityoflakecharles.com . Please view this interactive document to fully access links to the referenced background materials and source documents.

All interested proposers should email an indication of your interest in this Request for Proposals to the following address:

c/o Lori Marinovich lmarinovich@cityoflc.us

All questions should be submitted in writing and should be directed to:

Downtown Development Authority

c/o Lori Marinovich lmarinovich@cityoflc.us

PO Box 900 Lake Charles, LA 70602 or Street 326 Pujos Street, Lake Charles, LA 70601

Phone 337- 491-1292 Fax 337-491-1206

Form of Response

The City reserves the right, in its sole discretion, to reject any Response that it deems incomplete or unresponsive to the RFP requirements. The City also reserves the right, in its sole discretion, to reject any and all responses for any reason or for no reason, and to proceed (or not proceed) with the development of the Project (either by itself or in conjunction with one or more third-parties without completing this RFP process. If a Response is found to be deficient, the Respondent may be given an opportunity to remedy the deficiency once notified by the City.

Respondents may submit more than one Response to this RFP. Team members of one Respondent may participate as team members of another Respondent (so long as each affected Respondent gives its consent).

In evaluating the capabilities of the Respondent, the City may utilize any and all information available to it (including information not provided by the Respondent). Responses should clearly and concisely state the unique capabilities, experience, and advantages of the Respondent, and demonstrate the Respondent's capability to satisfy the requirements and objectives set forth in this RFP. Initial Responses should be not longer than 100 pages of text.

Responses in both hard-copy and electronic format are preferred and should include the following information on a standard-sized letter format:

Part A – Identification of Team

Purpose: To understand the relationship of team members and evaluate their ability to work together to bring the Project to fruition; and to identify all stakeholders in the Project.

1. A brief overview of the Respondent and each of its partners/members (including a description of all relevant experience thereof) and resumes of key Respondent individuals.
2. A statement identifying the managing individual, principal partner, member or co-venturer (including at least three references).
3. A description of the proposed ownership structure of the proposed developer/ground lessee, and of each of the principals thereof, as well as an organizational chart illustrating the relationships between the various partners/members.
4. The name, address, telephone number, facsimile number and electronic mail address of each individual listed above, including the identification of the primary contact.

5. A credit reference for key Respondent firms and members.

Part B – Team Member Qualifications

Purpose: To evaluate a Respondent's experience in planning, financing, constructing, marketing and managing an urban, mixed-use development similar to the Project.

1. A list of those key professionals, such as architect, engineer, general contractor, and zoning counsel (and, as applicable, consultant, management agent, leasing agent, etc.), who or which will be retained to develop, construct and/or operate the Project, along with a brief summary of their relevant experience and qualifications.
2. A description of each team member and their roles and responsibilities.
3. A description of similar projects undertaken by the members of the Respondent's team (including a statement of the dollar value of such projects).
4. Address whether the Respondent or any participating team members have been involved in any litigation or legal dispute regarding a real estate venture during the past five years.

Part C – Development Program and Conceptual Plans

Purpose: To evaluate a Respondent's plan for providing a first-class, mixed use development including residential, retail, and office. To evaluate the quality, innovation and coherence with the existing lakefront and downtown areas and neighborhood of the proposed design for the residential units, retail spaces, offices and parking facilities, and the overall extent to which the proposed development program meets the City's objectives.

1. A description of the proposed Project identifying the specific properties to be developed; the proposed square footage, on a gross and net basis, for the proposed Project by use; the number, mix and proposed square footage of the residential units; lot occupancy; building height; number of parking spaces; and all other amenities proposed for the Project.
2. A set of concept sketches, showing the proposed Project and a set of schematic renderings of the proposed Project showing the principal elevations and massing, streetscape and landscape plans, and entry features.
3. A description of the proposed exterior materials and other key specifications.

Part D – Timeline

Purpose: To evaluate a Respondent's proposed design, construction and lease-up schedule and its plan for expeditiously obtaining approvals necessary for the Project.

1. A preliminary timeline for the development, securing financing, construction, build-out and lease-up of the proposed Project (including a listing of the development, zoning and other approvals the Respondent will seek and the anticipated schedule for obtaining such approvals).
2. A statement setting forth contingencies affecting such timeline.

Part E – Financing Plan

Purpose: To evaluate a Respondent's financial strength and ability to obtain debt and equity financing for the Project; and to provide a reasonable assurance regarding the ability of the Respondent to deliver the proposed Project within the relevant timeframes.

1. A description of the intended sources of equity for the proposed Project.
2. A description of the intended sources of debt financing.
3. A statement disclosing any anticipated conveyance of the Project or any interest therein or any interest in the ground lessee (and the terms of such conveyance if available).
4. A statement identifying any incentives or programs set forth in Section 4 to assist in the funding of the Project.

Respondents should be prepared to provide more detailed information concerning the sources of financing and their financial ability and commitment to the Project. The City may require letters of credit from lenders and other such evidence of the ability to fund and complete the Project.

Part F – Development Agreement & Ground Lease Terms

The proposed Development Agreement and Ground Lease terms should be presented as specified in Section 3 of this RFP.

§6 MISCELLANEOUS TERMS

Reservation of Rights

The City of Lake Charles reserves the right to reject any and all responses and to waive technicalities as deemed to be in the best interest of the City. The City of Lake

Charles reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.

In the event it becomes necessary to revise any part of this request for proposals, addenda may be created and emailed to registered firms who have provided an email address. If desired, a hard copy of any addenda may be provided upon request.

Lake Charles is not liable for any cost incurred by any party prior to issuing a contract. The contents of this submittal may be included in contractual obligations if a contract ensues from this process. No reimbursement will be made by the City of Lake Charles for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation.

Insurance Requirements

Commercial General Liability, Business Automobile Liability, Workers' Compensation, and Professional Liability Insurance are required from firms that enter into a professional services contract with the City of Lake Charles. This information is being provided for informational purposes only. Insurance coverage and limits will be determined and an actual insurance attachment prepared based on the proposed services submitted by the chosen professional services provider.

Projects that are conceptual, feasibility, development, master plans, etc. resulting in no construction or no construction oversight require Professional Liability with at least \$250,000 limit per claim, \$500,000 aggregate limit. Typically, projects that involve development or preparation of system specifications, diagrams, schematics, etc. or result in construction or construction oversight require Professional Liability with at least \$1,000,000 limit per claim, \$1,000,000 aggregate limit. Please provide evidence or declaration indicating the types of insurance that is purchased for your business operations.

Legal Compliance

Respondents agree to abide by the requirements of the following laws as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and the Americans With Disabilities Act of 1990. Further, Respondents agree not to discriminate in its employment practices, and will render services under any Agreement, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disability, or sexual orientation. Any act of discrimination committed by Respondents or failure to

comply with the foregoing legal obligations, as applicable, shall be grounds for termination of any Agreement.

Conflicts of Interest/Non-Collusion

It is important that Respondent avoid conflicts of interest. A typical conflict of interest is a situation where the Respondent's private interest would interfere with its loyalty or responsibilities to the City or raises question about such interference.

Accordingly, during the term of any agreement between the City and Respondent that results from this request for proposal, or while Respondent is either performing services or receiving payment pursuant to any such agreement, Respondent will not accept work, enter into a contract, accept an obligation, or engage in any activity, paid or unpaid, inconsistent or incompatible with Respondent's obligations, or the scope of services to be rendered, to the City under the agreement, or that creates an actual or potential conflict of interest with the City. Respondent shall warrant that, to the best of its knowledge, there is no other contract or duty on Respondent's part that conflicts with or is inconsistent with the services sought to be provided the City pursuant to this request for proposals. Respondent, upon signing an agreement with the City, shall submit to the City, on such form as the City shall designate, a Non-Collusion Affidavit.

Indemnification

Respondent assumes and agrees to be responsible for all claims for damages for injuries to persons or property arising out of the performance of its contract, whether due to its own default or negligence, negligence of its subcontractors, defective conditions of the premises, negligence of the City of Lake Charles or otherwise; provided, however, that Respondent shall not be liable for any damage due solely to the affirmative negligent acts of the City of Lake Charles committed in the performance by the City of Lake Charles of any work on the premises. Respondent agrees to indemnify the City of Lake Charles on account of such claims and further agrees that it will indemnify the City of Lake Charles fully against any damages, fines, penalties or forfeitures of any kind which may be imposed upon or levied against the City of Lake Charles as the result of the contractor's violation or failure to comply with any valid law, ordinance or regulation of the United States, State of Louisiana, or the City of Lake Charles, including the Federal Occupational Safety and Health Act of 1970 as amended from time to time or any federal regulation adopted pursuant thereto. To further assure the performance of the covenant, the contractor shall procure and constantly maintain in force, at its expense, the liability insurance required.

APPENDIX A

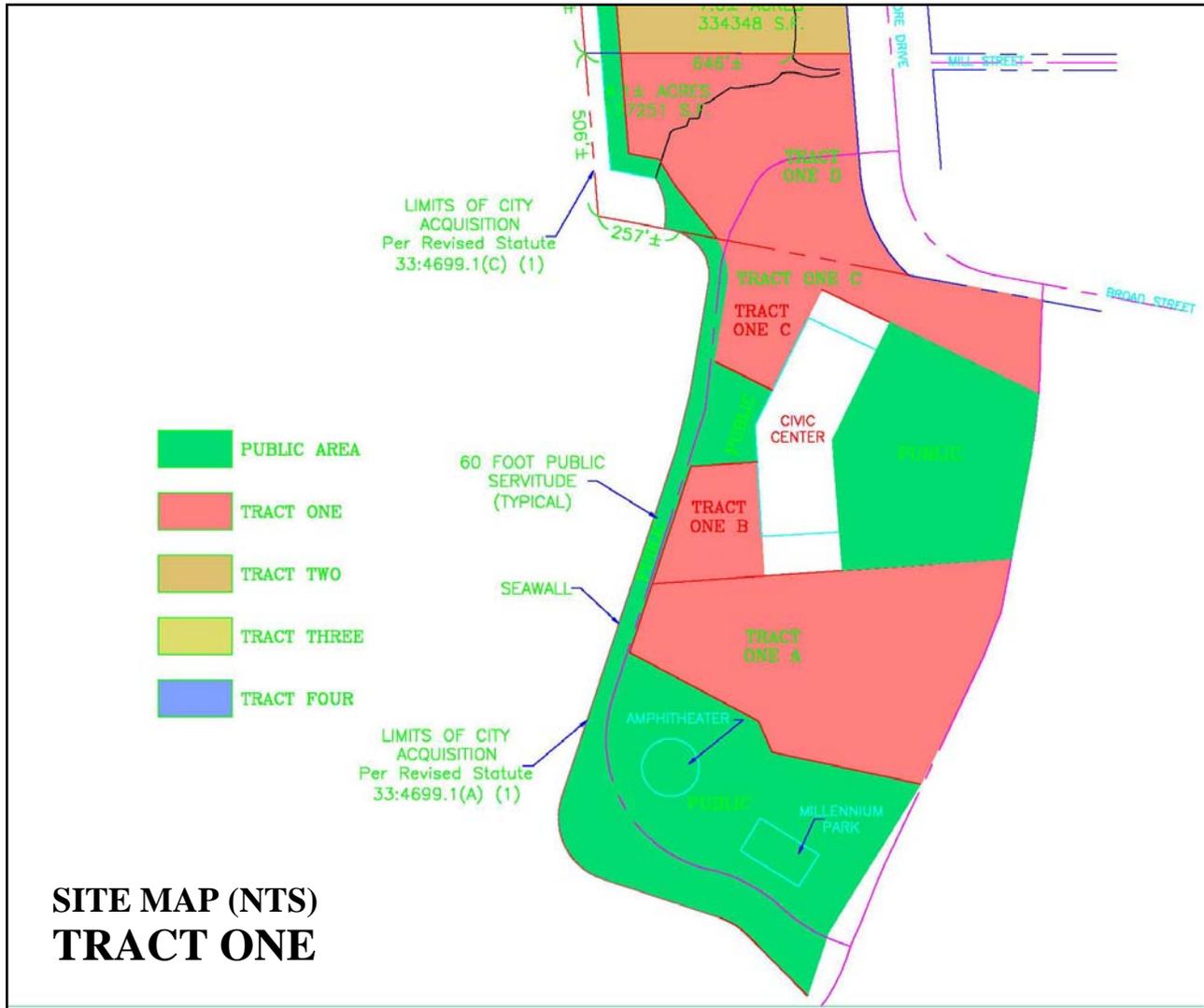
Lakefront Development Tracts

Fact Sheets

Fact Sheet: Tract One

General Description

Tract One is bordered on the east by Lakeshore Drive, on the north by the Lakeshore Drive Drainage Lateral, on the west by Lake Charles, and on the south by the Python Coulee Locks. Tract One shall also include additional lakefront property that may be constructed on state water bottoms in the area defined by state law, comprising up to six (6) acres. The Civic Center grounds are included in Tract One. Additionally, as shown in Exhibit A, Tract One includes several sub-tracts designated as Tract One-A, Tract One-B, Tract One-C, and Tract One-D. The adjacent area designated for Lakeshore Drive shall also be available for commercial and residential use if all or any portion of this right-of-way is abandoned.



Authorized Uses

Tracts One A-D are designated for commercial and/or residential development.

The remainder of Tract One shall be reserved for recreational and public use. All commercial and residential development in Tract One shall be subject to servitude of Public Use as set forth in Section 4 herein.

Any development in Tract One shall accommodate the following existing uses: Millennium Park, PPG Fountain, Civic Center, Amphitheater and the 911 Memorial.

These existing uses may be improved and/or relocated within the area designated as reserved for recreational or public use.

All other existing improvements would be subject to demolition to accommodate future commercial or residential development.

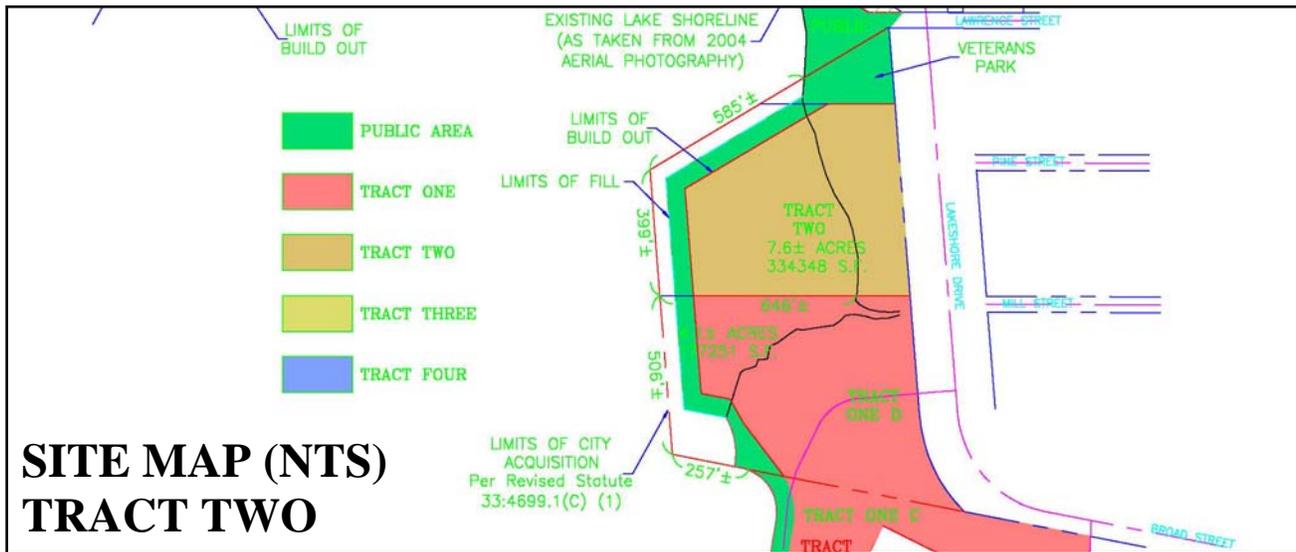
Acreage

Tract One is approximately 10.5 acres in size with 6 additional acres of water bottoms available to fill.

Fact Sheet: Tract Two

General Description

Tract Two is bordered on the east by Lakeshore Drive, on the north by the Veteran's Memorial Park, on the west by Lake Charles, and on the south by Tract One. Tract Two shall also include additional lakefront property that may be constructed on state water bottoms in the area defined by state law, comprising up to ten (10) acres. The adjacent area designated for Lakeshore Drive shall also be available for commercial and residential use if all or any portion of this right-of-way is abandoned.



Authorized Uses

Tract Two is designated for commercial and/or residential development. All commercial and residential development shall be subject to Servitude of Public Use as set forth in Section 4 herein. Any development in Tract Two shall accommodate the following existing uses: Veteran's Memorial Park. All other existing improvements shall be subject to demolition to accommodate development. Tract Two is presently reserved for use by the America's Wetland Discovery Center and/or the National Hurricane Museum and Science Center.

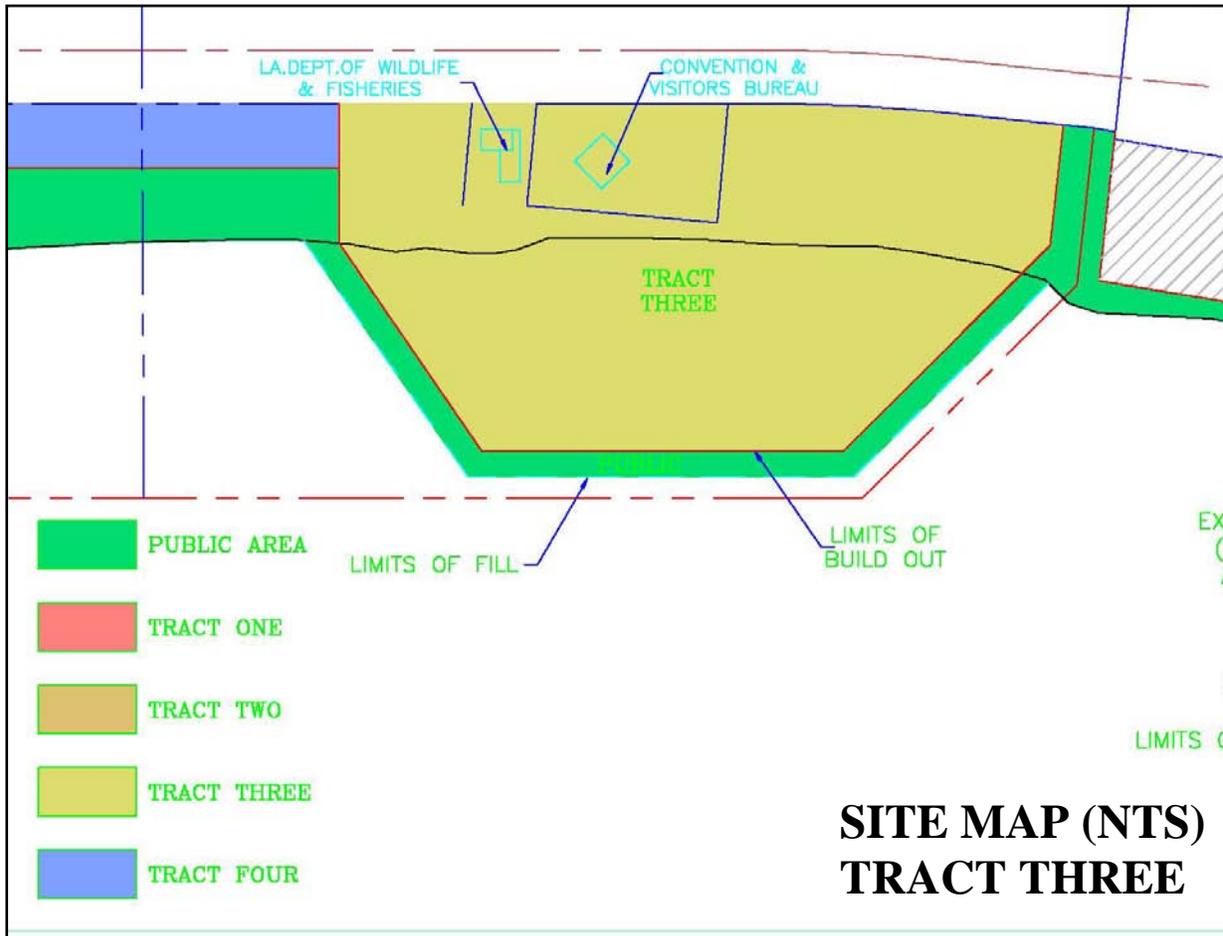
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Tract Two is approximately 8 acres in size with 6 additional acres of water bottoms available to fill.

Fact Sheet: Tract Three

General Description

Tract Three consists of property owned by the City of Lake Charles bordered on the east by the west boundary of the land now owned by Pinnacle Entertainment, LLC. on the north by the 1-10 service road, to the west by the North Beach Recreation area, and to the south by Lake Charles. Tract Three shall also include additional lakefront property that may be constructed on state water bottoms in the area defined by state law, comprising up to fourteen (14) acres.



Authorized Uses

Tract Three is designated for commercial and/or residential development. All commercial and residential development in Tract Three shall be subject to Servitude of Public Use as set forth in Section 4 herein. Any development in this area shall accommodate the Offices of the Convention and Visitor's Bureau (CVB). All other existing improvements shall be subject to demolition to accommodate development.

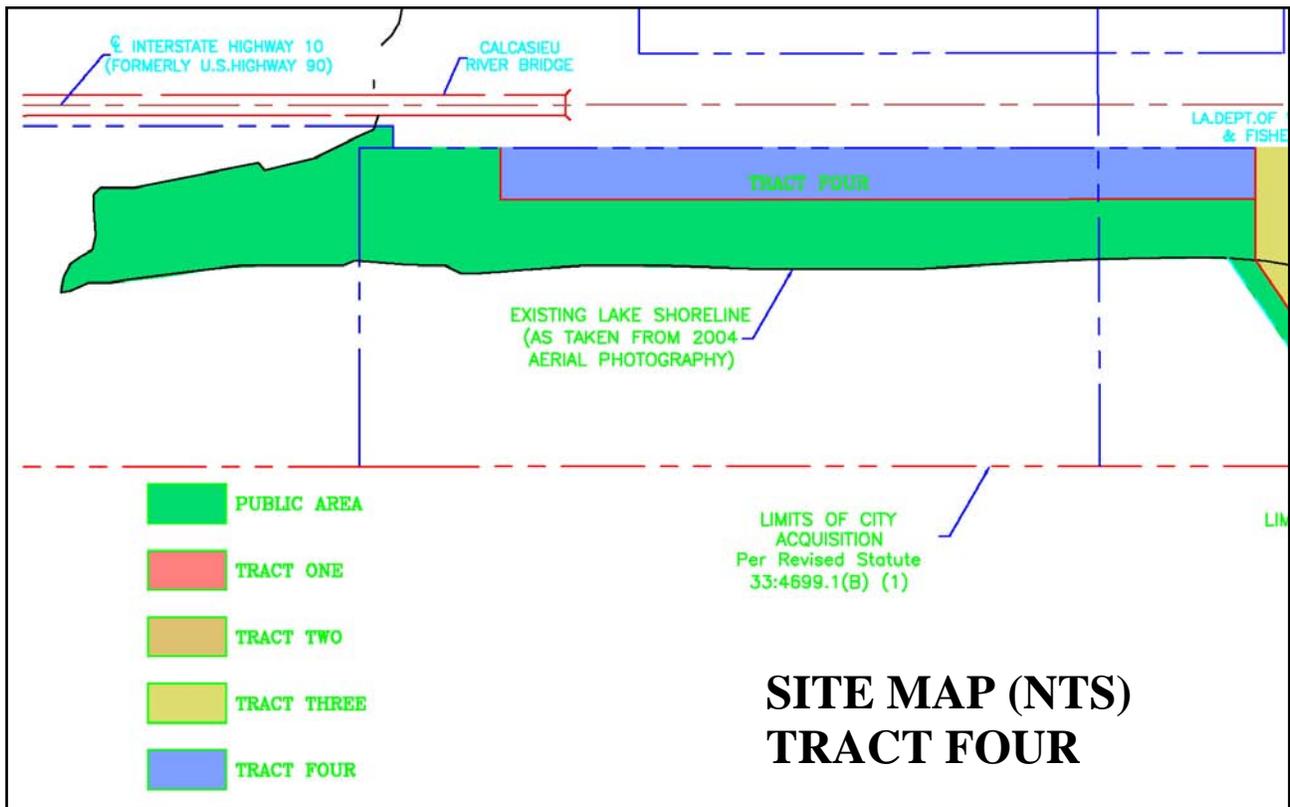
Acreage

Tract Three is approximately 10 acres in size with 14 additional acres of water bottoms available to fill.

Fact Sheet: Tract Four

General Description

Tract Four includes that portion of the lakefront property of the City of Lake Charles extending from the east boundary of the area known as the North Beach Recreation area down to and including the Yacht Club limited to the strip of land within one hundred twenty-five (125) feet of the existing parking area along the beach. Tract Four shall also include additional lakefront property that may be constructed on state water bottoms in the area defined by state law, comprising up to five (5) acres.



Authorized Uses

Tract Four is designated for commercial development. Commercial development in this area shall be limited to facilities that support recreational use of this area within the area described above. The remainder of Tract Four is reserved for public use.

Acreege

Tract Four is approximately 19 acres in size, with a much smaller portion (blue above) available for development along with an additional 5 acres of water bottoms available to fill.

Servitude of Public Use

§7-09 City Charter

(a) Except as hereinafter set forth, all development of land owned by the city in areas designated as Tract One, Tract Two and Tract Three shall be subject to a minimum sixty (60) foot Servitude of Public Use immediately adjacent to the bank of the lakefront, or the seawall in areas reclaimed as authorized under state law. This servitude is reserved for the construction and maintenance of said Servitude of Public Use which may include but is not limited to: public walkways, landscaping, public parks, public space, piers, docks, and limited vehicular ingress and egress.

(b) On Tract One-A, Tract One-B and Tract One-C, the Servitude of Public Use shall be a minimum of Sixty (60) feet in width unless modified by the City Council to a width of not less than Forty (40) feet.

(c) Any modification of the Servitude of Public Use as provided for in Section 4 (b and/or c) above, shall be in the form of a request for variance by ordinance for a specific development and adopted by the affirmative vote of two-thirds (2/3rds) of the entire authorized membership of the City Council.

(d) The City of Lake Charles shall make all reasonable efforts to obtain a Sixty (60) foot minimum Servitude of Public Use adjacent to the shoreline of the lakefront on the privately owned land areas to provide for continuous public access pursuant to applicable Louisiana law.

(e) The Servitude of Public Use areas, except as provided for herein, may be modified only by an amendment to the City Charter.

(f) Nothing herein shall prevent the City from issuing permits to vendors and others allowing for placement of temporary movable structures to provide seasonal, itinerant and incidental commercial services to facilitate public use and enjoyment of the lakefront within this defined servitude area by members of the public or patrons of commercial establishments located in the adjacent developed areas, provided continuous public access is maintained.