



St. Charles Parish

Meeting Minutes

Parish Council

St. Charles Parish
Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
www.stcharlesparish-la.gov

Final

Council Chairman Terrell D. Wilson
Councilmembers Wendy Benedetto, Paul J. Hogan,
Mary K. Clulee, Dick Gibbs, William Billy Woodruff,
Marilyn B. Bellock, Traci A. Fletcher, Julia Fisher-Perrier

Monday, August 14, 2017

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present 9 - Wendy Benedetto, Paul J. Hogan, Terrell D. Wilson, Mary K. Clulee, John R. 'Dick' Gibbs, William Woodruff, Marilyn B. Bellock, Traci A. Fletcher, and Julia Fisher-Perrier

Also Present

Parish President Larry Cochran, Executive Secretary Robin Delahoussaye, Legal Services Director Robert Raymond, Chief Administrative Officer Billy Raymond, Executive Director of Procurement, Personnel, and Government Buildings Darrin Duhe, Executive Director of Community Affairs Dwayne LaGrange, Executive Director of Technology and Communications Anthony Ayo, Finance Director Grant Dussom, Public Works/Wastewater Director Clayton Faucheux, Planning Administrator Earl Matherne, Public Information Officer Tristan Babin, Waterworks Director Robbie Brou, Parks and Recreation Director Duane Foret

CALL TO ORDER

PRAYER / PLEDGE

Reverend Edward Lauden
St. Mark Catholic Church, Ama

APPROVAL OF MINUTES

A motion was made by Councilmember Benedetto, seconded by Councilmember Gibbs, to approve the minutes from the regular meeting of July 31, 2017. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

1 2017-0251

In Recognition: Denise Wilson, St. Charles Parish Library

Sponsors: Ms. Bellock

Read

2 2017-0252

In Recognition: Maurice A. Loupe, Jr., Planning & Zoning Commission

Sponsors: Ms. Clulee

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2017-0254

Department of Waterworks

Waterworks Director Robbie Brou

Reported

2017-0255

Parish President Remarks/Report

Sponsors: Mr. Cochran

Parish President Larry Cochran recognized Ms. Karen May for retiring, after eleven years of service, as an employee of the Planning & Zoning Department.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN WILSON AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, AUGUST 28, 2017, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2017-0156

An ordinance to amend Appendix A St. Charles Parish Zoning Ordinance of 1981, Section X. Exceptions and modifications., to amend E. Outdoor Donation Bins and Collection Receptacles.

Sponsors: Mr. Hogan

Publish/Scheduled for Public Hearing to the Parish Council on August 28, 2017

2017-0258

An ordinance to approve and authorize the execution of a Contract by and between the Parish of St. Charles and Debris Tech, LLC for Storm Debris Monitoring 2017, Parish Project No. P170302.

Sponsors: Mr. Cochran and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on August 28, 2017

2017-0259

An ordinance to approve and authorize the execution of a Federally Funded Agreement with the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness for the Hazard Mitigation Grant Program for funding in the amount of \$93,750.00 to install a permanent generator at the East Bank Regional Library in Destrehan.

Sponsors: Mr. Cochran and Grants Office

Publish/Scheduled for Public Hearing to the Parish Council on August 28, 2017

2017-0260

An ordinance to authorize the sales by St. Charles Parish for properties located at Lots 11, 12 & Pt. 13 Barreca St., Norco (Barreca Tower Site), Lot 119 Gordon St., Destrehan (Gordon Tower Site), Lot A Diane Pl., St. Rose (Dianne Place Tower Site), and Lots 45 & 47 Gordon St., Destrehan (Gordon Booster Station); and to approve and authorize the attached Listing Agreement with Sperry Van Ness/Gilmore Auction & Realty Company to act as St. Charles Parish's designated agent/auctioneer for the sales.

Sponsors: Mr. Cochran and Department of Waterworks

Publish/Scheduled for Public Hearing to the Parish Council on August 28, 2017

2017-0261

An ordinance to approve and authorize the execution of a Professional Services Contract by and between St. Charles Parish and Barowka and Bonura Engineers and Consultants, L.L.C. for FEMA Public Assistance Program Services.

Sponsors: Mr. Cochran and Grants Office

Publish/Scheduled for Public Hearing to the Parish Council on August 28, 2017

2017-0262

An ordinance to approve and authorize the execution of Change Order No. 1 for the West Bank "A" Plant Clarifier Refurbishment (Project No. WWKS 90) to increase the contract time by 90 calendar days and to increase the contract amount by \$117,606.01.

Sponsors: Mr. Cochran and Department of Waterworks

Publish/Scheduled for Public Hearing to the Parish Council on August 28, 2017

2017-0263

An ordinance to approve and authorize the execution of Lease Agreement between St. Charles Parish and Gator Cove Marina II, LLC for a Westbank Boat Launch.

Sponsors: Mr. Cochran and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on August 28, 2017

2017-0264

An ordinance approving the Donation of Servitude by Mary Keller wife of/and Neal J. Clulee to St. Charles Parish.

Sponsors: Mr. Cochran and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on August 28, 2017

2017-0265

An ordinance to levy an assessment on the 2017 ad valorem tax bills of property owners that are delinquent in paying outstanding invoices for removal of weeds, grass, etc. in accordance with the St. Charles Parish Code, Chapter 16, Article III, Weeds, Grass, etc. and to levy an assessment on the ad valorem tax bills of property owners that are delinquent in paying outstanding charges incurred for the removal of unsafe structures, trash and debris in accordance with Chapter 16, Article IV, Sec. 16-48(b).

Sponsors: Mr. Cochran and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on August 28, 2017

**ORDINANCE SCHEDULED FOR PUBLIC HEARING AND ADOPTION AT THIS
PUBLIC MEETING (INTRODUCED AT PREVIOUS MEETING)**2017-0233

An ordinance adopting, setting forth, levying and imposing taxes on all property subject to taxation in the Parish of St. Charles, State of Louisiana, as required by Section 23 of Article VII of the Constitution of Louisiana and Revised Statute 47.1705(B) for General Parochial Purposes; constructing, acquiring, maintaining, operating, extending and/or improving levees, facilities and structures associated with outer flood protection systems within the Parish; constructing, maintaining, and operating the Parish Road Maintenance program, Parish Recreation program, Parish Fire Protection, Mosquito Control Program, E-911 Telephone System, Health Unit and Council on Aging program; Road Lighting District No. 1; Library Service District No. 1; the ARC of St. Charles; paying any costs associated with acquiring, constructing, improving, maintaining and operating wastewater facilities and systems in the Parish; and for the purpose of paying the principal and interest on outstanding General Obligation Sewer Bonds for the year 2017.

Sponsors: Mr. Cochran and Department of Finance

A motion was made by Councilmember Clulee, seconded by Councilmember Gibbs, to accept the revised version of File No. 2017-0233. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Amended

3 2017-0233

An ordinance adopting, setting forth, levying and imposing taxes on all property subject to taxation in the Parish of St. Charles, State of Louisiana, as required by Section 23 of Article VII of the Constitution of Louisiana and Revised Statute 47.1705(B) for General Parochial Purposes; constructing, acquiring, maintaining, operating, extending and/or improving levees, facilities and structures associated with outer flood protection systems within the Parish; constructing, maintaining, and operating the Parish Road Maintenance program, Parish Recreation program, Parish Fire Protection, Mosquito Control Program, E-911 Telephone System, Health Unit and Council on Aging program; Road Lighting District No. 1; Library Service District No. 1; the ARC of St. Charles; paying any costs associated with acquiring, constructing, improving, maintaining and operating wastewater facilities and systems in the Parish; and for the purpose of paying the principal and interest on outstanding General Obligation Sewer Bonds for the year 2017.

Sponsors: Mr. Cochran and Department of Finance

Reported:

Finance Department Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 17-8-1

**ORDINANCES SCHEDULED FOR PUBLIC HEARING
(INTRODUCED AT PREVIOUS MEETING)****5 2015-0394**

An ordinance of the Parish of St. Charles, providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Appendix A, the St. Charles Parish Zoning Ordinance of 1981, Section VI. Zoning district criteria and regulations., D., [I]. 1. c. Special Permit Uses in the M-1 Zoning District, by adding (10) to allow cemeteries as a Special Permit Use and shall require a supporting resolution of the Council.

Sponsors: Mr. Hogan

Reported:

Councilman Hogan Recommended: Approval

P & Z Department Recommended: No Recommendation Potential outcomes: 1.

The proposed ordinance change would affect little developable acreage.

Planning Commission Recommended: Approval Denial (Approval was a typo)

Public Hearing Requirements Satisfied

Council Discussion

Planning Administrator Earl Matherne spoke on the matter.

Mr. Matherne stated for the record that the "Recommendations at a Glance" is incorrect; the Planning Commission's Recommendation is Denial.

Councilman Hogan motioned to amend the "Recommendations at a Glance" to change "Approval" to "Denial".

Chairman Wilson requested a legal opinion from Legal Services Director Robert Raymond.

Mr. Raymond stated that the "Recommendations at a Glance" are from the meeting minutes of the Planning Commission and that he does not believe the council has the authority to change the Commission's minutes.

Councilman Hogan asked if the file should be postponed indefinitely until the minutes could be corrected or just leave it as is.

Mr. Raymond stated that it can be left as is because the discussion by the council tonight indicates evidence of the mistake.

Proposed ordinance failed for lack of a majority by the following vote:

Yea: 3 - Hogan, Wilson and Clulee

Nay: 6 - Benedetto, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Failed

Councilwoman Fisher-Perrier departed the meeting.

6 2017-0239

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the construction of Federal Project No. 22-00929, Rathborne Park Development, Phase II, to decrease the contract amount by \$2,078.04 and increase the contract time 40 days.

Sponsors: Mr. Cochran and Department of Parks and Recreation

Reported:

Parks & Recreation Department Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion

Parks & Recreation Director Duane Foret spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock and Fletcher

Nay: 0

Absent: 1 - Fisher-Perrier

Enactment No: 17-8-2

9 2017-0240

An ordinance to approve and authorize the execution of an Intergovernmental Agreement with the State of Louisiana Department of Transportation and Development for the Federal Off-System Bridge Rehabilitation and Replacement Program.

Sponsors: Mr. Cochran and Department of Public Works

Reported:

Public Works Department Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion

Public Works/Wastewater Director Clayton Fauchaux spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock and Fletcher

Nay: 0

Absent: 1 - Fisher-Perrier

Enactment No: 17-8-3

18 2017-0244

An ordinance to approve and authorize the execution of a lease with the East Side St. Charles Parish Volunteer Fire Department, Inc. for the use of property at 14522 River Road in New Sarpy.

Sponsors: Mr. Cochran

Reported:

Parish President Recommended: Approval

Chief Administrative Officer Billy Raymond spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock and Fletcher

Nay: 0

Absent: 1 - Fisher-Perrier

Enactment No: 17-8-4

20 2017-0245

An ordinance to amend the 2017 Consolidated Operating and Capital Budget to add revenues totaling \$28,126,737 and related expenses to Fund's 123 - Flood Protection Fund for construction, architectural/engineering, and other fees totaling \$17,607,485 unexpended in 2016 for levee projects.

Sponsors: Mr. Cochran and Department of Finance

Reported:

Finance Department Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion

Finance Director Grant Dussom spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock and Fletcher

Nay: 0

Absent: 1 - Fisher-Perrier

Enactment No: 17-8-5

22 2017-0246

An ordinance to approve and authorize the execution of a Contract for Engineering Services with AIMS Group, Inc. for necessary professional engineering services associated with Parish Project No. S170701 Hahnville Wastewater Plant UV Upgrades.

Sponsors: Mr. Cochran and Department of Wastewater

Reported:

Wastewater Department Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock and Fletcher

Nay: 0

Absent: 1 - Fisher-Perrier

Enactment No: 17-8-6

44 2017-0247

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the Pontchartrain Levee District (PLD) for the LaBranche Salinity Control Structure Project to be funded by the Pontchartrain Levee District and St. Charles Parish.

Sponsors: Mr. Cochran and Department of Planning & Zoning

A motion was made by Councilmember Gibbs, seconded by Councilmember Benedetto to accept the revised version of the Agreement. The motion carried by the following vote:

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock and Fletcher

Nay: 0

Absent: 1 - Fisher-Perrier

Amended

Reported:

P & Z Department Recommended: Approval
Planning Administrator Earl Matherne spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion
Mr. Matherne spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock and Fletcher

Nay: 0

Absent: 1 - Fisher-Perrier

Enactment No: 17-8-7

49 2017-0248

An ordinance to approve and authorize the execution of an Agreement with the State of Louisiana Department of Transportation and Development and New Orleans Regional Planning Commission for the construction of US 61: RR Overpass-LA 50.

Sponsors: Mr. Cochran and Department of Public Works

Reported:

Public Works Department Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion
Public Works/Wastewater Director Clayton Fauchaux spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock and Fletcher

Nay: 0

Absent: 1 - Fisher-Perrier

Enactment No: 17-8-8

74 2017-0249

An ordinance to approve and authorize the Lafourche Basin Levee District to expropriate the necessary real estate interest to a portion of land designated as Parcel 19-7 for the Sunset Drainage District Levee in St. Charles Parish, Louisiana, and to authorize the transfer of the necessary funding thereof.

Sponsors: Mr. Cochran and Department of Public Works

Reported:

Public Works Department Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock and Fletcher

Nay: 0

Absent: 1 - Fisher-Perrier

Enactment No: 17-8-9

RESOLUTIONS**75 2017-0250**

A resolution providing mandatory supporting authorization for approval of a Special Permit Use for an accessory dwelling unit (ADU) on land zoned R-1A 578 Pine Street, Norco as requested by John Hamilton.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval

Planning Commission Recommended: Approval

Planning Administrator Earl Matherne spoke on the matter.

Public comment opened; no public comment

Council Discussion

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock and Fletcher

Nay: 0

Absent: 1 - Fisher-Perrier

Enactment No: 6299

APPOINTMENTS**2017-0242**

A resolution to appoint a member to the Library Service District Board of Control as the District III Representative.

A motion was made by Councilmember Gibbs, seconded by Councilmember Woodruff, to defer File No. 2017-0242. The motion carried by the following vote:

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock and Fletcher

Nay: 0

Absent: 1 - Fisher-Perrier

Deferred

76 2017-0253

A resolution to appoint Mr. Johnny Bourgeois to the St. Charles Parish Communications District representing the Firemen's Association.

VOTE ON THE APPOINTMENT OF MR. JOHNNY BOURGEOIS

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock and Fletcher

Nay: 0

Absent: 1 - Fisher-Perrier

Enactment No: 6300

2017-0256

Accept resignation of Councilwoman Traci A. Fletcher - Council Ex-Officio - Board of Directors of the Arc of St. Charles

Resignation Accepted by the following vote:

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock and Fletcher

Nay: 0

Absent: 1 - Fisher-Perrier

Resignation Accepted

2017-0257

Council Ex-Officio Appointment to the Board of Directors of the Arc of St. Charles.

A motion was made by Councilmember Fletcher, seconded by Councilmember Hogan, to defer File No. 2017-0257. The motion carried by the following vote:

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock and Fletcher

Nay: 0

Absent: 1 - Fisher-Perrier

Deferred

Councilwoman Benedetto departed the meeting.

ADJOURNMENT

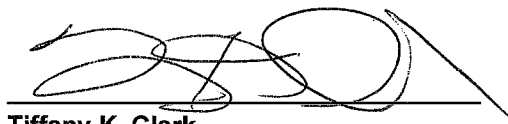
A motion was made by Councilmember Fletcher, seconded by Councilmember Clulee, to adjourn the meeting at approximately 6:58 pm. The motion carried by the following vote:

Yea: 7 - Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock and Fletcher

Nay: 0

Absent: 2 - Benedetto and Fisher-Perrier

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

A handwritten signature in black ink, appearing to read 'Tiffany K. Clark', is written over a horizontal line.

Tiffany K. Clark
Council Secretary

The Parish of St. Charles

August 14, 2017

The St. Charles Parish Council
and the Parish President
do hereby Recognize

DENISE WILSON

ON HER
RETIREMENT

AS AN
EMPLOYEE OF THE
ST. CHARLES PARISH LIBRARY

SEPTEMBER 29, 1979 – AUGUST 4, 2017

"PARISH OF PLENTY"
created in 1807 from the county of the
"German Coast", a parish of
unprecedented economic and social
development, known for its
hospitality, rural living and sporting
opportunities... with the added
distinction of being located
on both sides of the
Mighty Mississippi River.

LARRY COCHRAN
PARISH PRESIDENT

PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

MARY K. CLULEE
COUNCILWOMAN, DISTRICT II

DICK GIBBS
COUNCILMAN, DISTRICT III

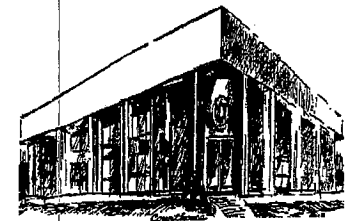
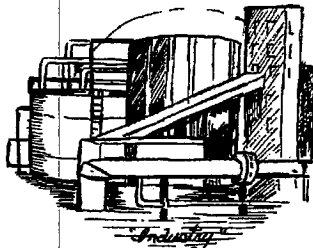
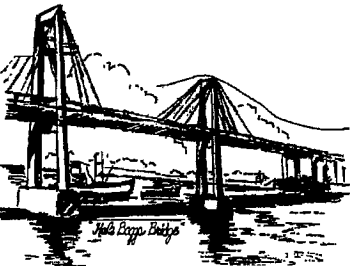
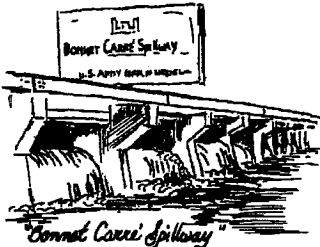
WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A

WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV

MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

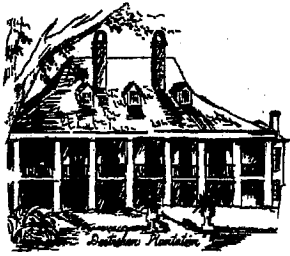
TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

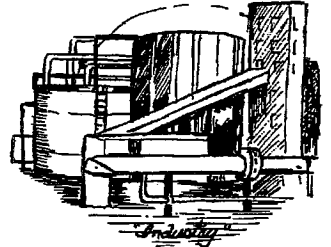
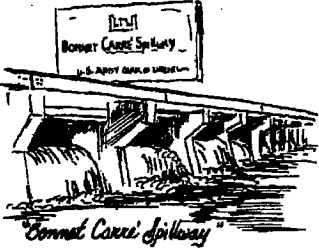


The Parish of St. Charles

August 14, 2017



The St. Charles Parish Council
and the Parish President
Deeply Appreciate
Your Years of Service



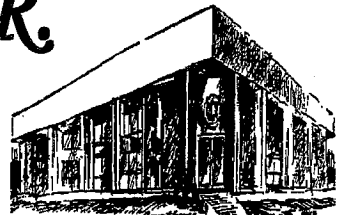
PLANNING & ZONING COMMISSION



MAURICE A. LOUPE, JR.

District II Representative

May 31, 2013 – May 31, 2017



"PARISH OF PLENTY"
created in 1807 from the county of the
"German Coast", a parish of
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LARRY COCHRAN
PARISH PRESIDENT

PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

MARY K. CULLEE
COUNCILWOMAN, DISTRICT II

DICK GIBBS
COUNCILMAN, DISTRICT III

WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A

WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV

MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

2017-0233

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF FINANCE)**

ORDINANCE NO. 17-8-1

An ordinance adopting, setting forth, levying and imposing taxes on all property subject to taxation in the Parish of St. Charles, State of Louisiana, as required by Section 23 of Article VII of the Constitution of Louisiana and Revised Statute 47.1705(B) for General Parochial Purposes; constructing, acquiring, maintaining, operating, extending and/or improving levees, facilities and structures associated with outer flood protection systems within the Parish; constructing, maintaining, and operating the Parish Road Maintenance program, Parish Recreation program, Parish Fire Protection, Mosquito Control Program, E-911 Telephone System, Health Unit and Council on Aging program; Road Lighting District No. 1; Library Service District No. 1; the ARC of St. Charles; paying any costs associated with acquiring, constructing, improving, maintaining and operating wastewater facilities and systems in the Parish; and for the purpose of paying the principal and interest on outstanding General Obligation Sewer Bonds for the year 2017.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That acting under the authority of Section 23 of Article VII of the Constitution of the State of Louisiana and Section 47.1705(B) of the Louisiana Revised Statutes of 1950, as amended.

A. As Governing authority of St. Charles Parish, Library Service District No. 1, and Road Lighting District No.1 of St. Charles Parish, acting under the authority of special elections held in said Parish, there is hereby levied, assessed and imposed special taxes on all of the taxable property within the Parish and the respective Districts for the year 2017 for the respective purposes contained in the propositions voted upon at said elections, and said taxes shall be levied, assessed and imposed at the following millage rates:

	2017 Millages Levied
General Parochial	3.17
Levees	4.07
ARC	0.67
Road Lighting District No. 1	1.01
Library Service District No. 1	4.35
Road Maintenance Program	5.90
Recreation Program	2.96
Mosquito Control Program	1.08
Council on Aging Program	0.96
Fire Protection	1.45
E-911 Telephone System	0.97
Wastewater Facilities	1.09
Health Unit	0.61

B. As Governing Authority of St. Charles Parish, acting under the authority of a special election held in said Parish, there is hereby levied, assessed, and imposed special taxes as provided by Article VII, Section 23(D) of the Constitution of Louisiana, on all of the taxable property within the Parish and the respective District for the year 2017 for the purpose of paying any costs associated with acquiring, constructing, improving, maintaining and operating wastewater facilities and systems in the Parish, including those owned and operated by Consolidated Waterworks and

Wastewater District No. 1 of the Parish of St. Charles, Louisiana, provided that said Tax shall not be levied in any year to the extent such levy would cause the combined millage levied to pay debt service on the Parish's General Obligation Refunding Bonds, Series 2012, and the millage from the Tax to total more than 2.20 mills in such year, adjusted as provided in the Louisiana Constitution:

Public Sewer Bonds

2017 Millages
Levied

1.11

SECTION II. That the proper administrative officers of the Parish of St. Charles, State of Louisiana, be and they are hereby empowered, authorized and directed to spread said taxes, as herein above set forth, upon the assessment roll of said Parish for the year 2017, and to make the collection of the respective taxes imposed for and on behalf of said Parish and said Districts, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and the collection thereof shall be enforceable in the manner provided by law.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE
ABSTAIN: NONE

And the ordinance was declared adopted this 14th day of August, 2017 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Tenell D. Wilson
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: 8/15/17
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: _____
RETD/SECRETARY: 8/16/17
AT: 9:15am RECD BY: [Signature]

2015-0394

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN-AT-LARGE, DIVISION B

An ordinance of the Parish of St. Charles, providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Appendix A, the St. Charles Parish Zoning Ordinance of 1981, Section VI. Zoning district criteria and regulations., D., [I]. 1. c. Special Permit Uses in the M-1 Zoning District, by adding (10) to allow cemeteries as a Special Permit Use and shall require a supporting resolution of the Council.

WHEREAS, the St. Charles Parish Council wishes to add cemeteries as a Special Permit Use in the M-1 Zoning District.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the St. Charles Parish Code of Ordinances, Appendix A, the St. Charles Parish Zoning Ordinance of 1981, Section VI. Zoning district criteria and regulations., D., [I]. 1. c. Special Permit Uses in the M-1 Zoning District, is hereby amended by adding the following:

Section VI. Zoning district criteria and regulations

D. [I]. 1. c. Special permit uses and structures include the following:

- (10) Cemeteries with a minimum size of one (1) acre upon receiving a recommendation by the Planning and Zoning Commission and a supporting resolution of the Council.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: HOGAN, WILSON, CLULEE

NAYS: BENEDETTO, GIBBS, WOODRUFF, BELLOCK, FLETCHER,
FISHER-PERRIER

ABSENT: NONE

PROPOSED ORDINANCE FAILED FOR LACK OF A FAVORABLE MAJORITY
ON AUGUST 14, 2017.

2017-0239

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PARKS & RECREATION)**

ORDINANCE NO. 17-8-2

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the construction of Federal Project No. 22-00929, Rathborne Park Development, Phase II, to decrease the contract amount by \$2,078.04 and increase the contract time 40 days.

WHEREAS, Ordinance No. 16-12-5 adopted December 12, 2016, by the St. Charles Parish Council awarded construction of Federal Project No. 22-00929, Rathborne Park Development, Phase II; and,

WHEREAS, it is necessary to adjust the original contract to reflect those items more fully described in Change Order No. 1 and decrease the dollar amount by \$2,078.04 and increase the contract time 40 days as a result of additional requested work. Final Contract Price will be \$644,992.91.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order Change Order No. 1 (Final) for the construction of Federal Project No. 22-00929, Rathborne Park Development, Phase II, to decrease the contract amount by \$2,078.04 and increase the contract time 40 days is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Change Order on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER.

NAYS: NONE

ABSENT: FISHER-PERRIER

And the ordinance was declared adopted this 14th day of August, 2017, to become effective five (5) days after this publication in the official journal.

2017-0239 C.O. No. 1 Rathborne Park, Phase II

CHAIRMAN: Tennell D. Wilson
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: 9:15 am RECD BY: [Signature]

SECTION 00806

CHANGE ORDER

No. 1 (FINAL)

DATE OF ISSUANCE 6/29/17

EFFECTIVE DATE 8/17/17

OWNER St. Charles Parish Department of Parks & Recreation

CONTRACTOR Frickey Brothers Construction, Inc.

Contract: Rathborne Park Development, Phase II

Project: Rathborne Park Development, Phase II

OWNER's Contract No. 22-00929

ENGINEER's Contract No. N/A

ENGINEER Danny J. Hebert, P.E., L.L.C.

You are directed to make the following changes in the Contract Documents:

Description: See attached example on how to fill in this information

1. Delete the Following Work Items: N/A

- a. Contract Item #15: *Miscellaneous and Utility Allowance*
Delete item in its entirety. (-\$20,000.00)

Total of Deducted Items = (-\$20,000.00)

2. Add the Following Work Items:

- a. New Contract Item #: *Move Conduits in Basket Ball Court*
Addition of \$420.00 (L.S.). See attached cost estimate for details.
- b. New Contract Item #: *Electrical Junction Box*
Addition of \$392.52 (L.S.). See attached cost estimate for details.
- c. New Contract Item #: *Pressure Wash and Restripe Existing Parking Lot*
Addition of \$552.04 (L.S.). See attached cost estimate for details.
- d. New Contract Item #: *Security Fence*
Addition of \$1,605.62 (L.S.). See attached cost estimate for details.
- e. New Contract Item #: *Additional Outfield Fence*
Addition of \$5,182.78 (L.S.). See attached cost estimate for details.
- f. New Contract Item #: *Additional 6' to the boys dugouts. Concrete, cover, and fence.*
Addition of \$4,200.00 (L.S.). See attached cost estimate for details.
- g. New Contract Item #: *Additional Concrete*
Addition of \$3,968.00 (L.S.). See attached cost estimate for details.
- h. New Contract Item #: *Tork Digital Timer*
Addition of \$533.00 (L.S.). See attached cost estimate for details.
- i. New Contract Item #: *Grounding System for Parking Lot Poles*
Addition of \$1,068.00 (L.S.). See attached cost estimate for details.

Total of Added Work Items = (+\$17,921.96)

3. Revise the Following Work Item Quantities: N/A

Reason for Change Order: List a reason for each Line Item listed above. See attached example on how to fill in this information

1. Deleted Work Items

- a. Relocation of infrastructure was not necessary.

2. Add Work Items

- a. Requested by Owner.
- b. Requested by Entergy.
- c. Requested by Owner.
- d. Requested by Owner.
- e. Requested by Owner.
- f. Requested by Owner.
- g. Requested by Owner.
- h. Requested by Owner.
- i. Requested by South Central Planning.

3. Revise Work Item Quantities

- a. N/A

4. Contract Time

- a. The contractor had additional work to do and needed 40 more days.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>647,070.95</u>
Net Increase (Decrease) from previous Change Orders No. <u> </u> to <u> </u> : \$ <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>647,070.95</u>
Net increase (decrease) of this Change Order: \$ <u>-2,078.04</u>
Contract Price with all approved Change Orders: \$ <u>644,992.91</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>May 20, 2017</u> Ready for final payment: <u>July 5, 2017</u> (days or dates)
Net change from previous Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>May 20, 2017</u> Ready for final payment: <u>July 5, 2017</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>40 days</u> Ready for final payment: <u>40 days</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>June 29, 2017</u> Ready for final payment: <u>August 13, 2017</u> (days or dates)

RECOMMENDED:

By: [Signature]
ENGINEER (Authorized Signature)

Date: 7/6/17

APPROVED:

By: [Signature]
OWNER (Authorized Signature)

Date: 8/17/17

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 7/6/17

2017-0240

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 17-8-3

An ordinance to approve and authorize the execution of an Intergovernmental Agreement with the State of Louisiana Department of Transportation and Development for the Federal Off-System Bridge Rehabilitation and Replacement Program.

WHEREAS, funds have been appropriated out of the Highway Trust Fund to finance replacement or rehabilitation of bridges located off the State and Federal Road System; and,

WHEREAS, in order for the Parish to access off-system funding it is necessary that an Intergovernmental Agreement be executed; and,

WHEREAS, it is the desire of the Parish to approve said Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Intergovernmental Agreement with the State of Louisiana Department of Transportation and Development for the Federal Off-System Bridge Rehabilitation and Replacement Program is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FLETCHER

NAYS: NONE

ABSENT: FISHER-PERRIER

And the ordinance was declared adopted this 14th day of August, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Terrill D. Wilson

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: [Signature]

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: [Signature]

AT: 9:15a RECD BY: [Signature]

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

INTERGOVERNMENTAL AGREEMENT

FEDERAL OFF-SYSTEM BRIDGE REHABILITATION
AND REPLACEMENT PROGRAM

ST. CHARLES PARISH

THIS AGREEMENT, is made and executed in two originals on this _____ day of _____, 20____, by and between the Department of Transportation and Development, through its Secretary, hereinafter referred to as "DOTD", and St. Charles Parish, a political subdivision of the State of Louisiana, hereinafter referred to as "Parish".

WITNESSETH: That;

WHEREAS, under provisions of Title 23, United States Code, Section 144 "Highway Bridge Replacement and Rehabilitation Program," as amended, funds have been appropriated out of the Highway Trust Fund to finance replacement and/or rehabilitation of bridges located off the State and Federal road system; and

WHEREAS, Parish has requested DOTD to allocate funds necessary to finance the off-system bridge replacement and/or rehabilitation projects defined in the Parish's approved priority list, subject to special terms and conditions set forth herein; and

WHEREAS, Federal Funds have been appropriated to finance replacement and/or rehabilitation projects under the direct administration of DOTD; and

WHEREAS, DOTD is agreeable to implementation of the projects and desires to cooperate with Parish as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

ARTICLE I – PROJECT DESCRIPTION

The improvement, hereinafter referred to as "Project," that is to be undertaken under this Agreement, consists of replacement and/or rehabilitation of off-system bridges as approved by DOTD and the Federal Highway Administration "FHWA". DOTD will exercise administrative responsibilities for each project from date of a Parish resolution requesting the project(s) until final acceptance of the completed project(s).

ARTICLE II – FUNDING

Except for services hereinafter specifically listed to be furnished solely at DOTD's expense or solely at the Parish's expense, the cost of the Project will be a joint participation between the FHWA and DOTD, with DOTD contributing the local match at time of authorization. The Parish does, however, reserve the right to incorporate items of work into the construction contract not eligible for federal participation if it so desires, at its own cost, subject to prior DOTD and/or federal approval.

Cost of services performed for Parish by DOTD at the request of Parish will be determined on the basis of DOTD's actual cost plus overhead including payroll additives. Payment for services shall be made in advance by Parish based on a reasonable estimate prepared by DOTD. Overruns and/or underruns in cost of services will be determined upon completion of services and the proper party will be reimbursed.

ARTICLE III – PERIOD OF PERFORMANCE

Project(s) selected must be completed within ten (10) years of the execution of this Agreement.

ARTICLE IV – RIGHT-OF-WAY ACQUISITION

Parish shall, at its expense, acquire all right-of-ways required for Project. If a right-of-way is required for a Project, acquisition of all real property and property rights required for a Project shall be in accordance with all applicable State and Federal laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD's Right-of-Way Manual; DOTD's LPA Right-of-Way Manual; DOTD's Guide to Title Abstracting and any additional written instructions as given by the DOTD Real Estate Section. Acquisitions must be completed prior to federal authorization for construction letting.

Title to project right-of-way shall be vested in Parish but shall be subject to DOTD and FHWA requirements and regulations governing abandonment, disposal, encroachments and/or uses for non-highway purposes.

ARTICLE V – PERMITS

The Parish is obligated to obtain all permits and the approvals necessary for the Project, whether from private or public individuals and pursuant to local, State or Federal rules, regulations, or laws.

ARTICLE VI – UTILITY RELOCATION/RAILROAD COORDINATION

The Parish shall be obligated to obtain from affected utility companies or railroads, all agreements and designs of any required systems or relocations. These costs are not eligible for federal or state reimbursement.

The Parish will be required to obtain relocation and other necessary agreements related to utilities or railroads on Parish-owned routes. The Parish will be required to submit a Utility Assurance Letter to the DOTD Project Manager prior to the letting of the Project.

The Parish is responsible for any and all costs associated with utility relocations, adjustments, and construction time delays on non-state routes after the project is awarded.

The Parish shall comply with all utility relocation processes as specified in the LPA Manual and the Off-System Bridge Program Guidelines.

ARTICLE VII – ENVIRONMENTAL CLEARANCES

Parish shall be responsible for environmental clearance of projects, which must be obtained before commencement of the final design stage. DOTD and its consultant shall assist Parish in clearances. Assistance by DOTD may not be available based on the number of personnel and funds available. Parish shall be responsible for obtaining permits and for reimbursing consultant for fees required to be paid to reviewing agencies.

The Project will be developed in accordance with the National Environmental Policy Act (NEPA), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase 1: Manual of Standard Practice" and "Environmental Manual of Standard Practice." All Stage/Phase 1, environmental documents, and public involvement proposals, prepared by or for the Parish, shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

ARTICLE VIII – CONSTRUCTION PLANS

DOTD, or a consultant selected by DOTD, will prepare complete plans, specifications and estimates, prepare bid proposals, advertise for and receive bids for work, and award and enter into contract with the lowest responsible bidder. The issuance of change orders within the scope of the contract is authorized pursuant to La. R.S. 48:252 (B)(7)(a). Parish shall be informed of date and time of each plan-in-hand inspection and be required to have a representative present. DOTD shall furnish plan-in-hand prints to Parish prior to inspection.

ARTICLE IX – BID FOR CONSTRUCTION

DOTD shall prepare construction proposals, advertise for and receive bids for the work, and award the contract to the lowest responsible bidder.

ARTICLE X – CONSTRUCTION

DOTD shall construct projects in accordance with DOTD's specifications and requirements and provide technical administration and inspection services during construction. Parish shall be informed by DOTD of major design and/or construction plan changes. In addition, Parish will be informed by DOTD if Parish is required to provide Construction Engineering & Inspection services.

ARTICLE XI – TRAFFIC CONTROL DEVICES

It shall be the responsibility of Parish to install, at its expense, traffic control devices before the structure and roadway can be opened to traffic.

ARTICLE XII – WEIGHT LIMIT SIGNS

It shall be the responsibility of Parish to install, at its expense, weight limit signs before the structure and roadway can be opened to traffic for those bridges that require limitation.

ARTICLE XIII – TIME LIMITATIONS

Progress will be judged by DOTD in the two year Bridge Replacement program guidelines, made a part hereof by reference. Time limits and consequences shall be specified therein. Consequences may include loss of funding, loss of allocation distribution, cancellation of project, and/or loss of participation in program. Special circumstances that may require extensions shall be determined by DOTD.

ARTICLE XIV – CANCELLATION

This Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project.
3. By DOTD due to failure of the Parish to progress timely with the Project or follow the specific program guidelines.

Once DOTD has incurred cost for the preparation of plans, the Parish may not cancel the Project without a Parish resolution stating the desire and reason for cancellation. Parish shall inform DOTD of any conditions that may change at the project site. Funds expended for design of the project will be deducted from the Parish's available off-system bridge funds.

ARTICLE XV – FINAL INSPECTION AND MAINTENANCE

Upon completion and final acceptance of the Project, a copy of which acceptance shall be furnished to Parish by DOTD, Parish shall own and maintain project in accordance with DOTD's maintenance procedure standards. Final acceptance will be recorded by DOTD. Before making the final inspection, DOTD's District Administrator shall notify Parish so Parish may have a representative present for inspections.

ARTICLE XVI - DISADVANTAGED, MINORITY, AND WOMEN-OWNED BUSINESS ENTERPRISE REQUIREMENTS

If a DBE goal is assigned to any project that is the subject of this Agreement, the Parish or its Consultant agrees to ensure that DBE's as defined in 49 CFR 26, have a reasonable opportunity to participate in the performance of this Contract, and in any subcontracts related to this Contract. In this regard, the Parish or its Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that DBE's have a reasonable opportunity to compete for and perform services relating to this Contract. Furthermore, the Parish or its Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Parish or its Consultant shall carry out applicable requirements of 49 CFR part 26 in the performance, award, and administration of this contract and any related subcontracts.

If a DBE sub-consultant performs services in connection with this contract, the prime consultant shall provide to DOTD a copy of the contract between the prime consultant and the DBE sub-consultant. The prime consultant shall also pay the DBE sub-consultant in full for services satisfactorily performed, and such payment shall be made within thirty (30) days of receipt of payment from DOTD for those services. In the event that a DBE goal has been assigned to this contract and retainage is held on the prime consultant, DOTD will release such retainage for each stage/phase upon satisfactory completion of each stage/phase, and the prime consultant shall make payment to the DBE sub-consultant of any retained amounts within thirty (30) days of release of associated retainage from DOTD.

The DOTD Project Manager shall review submitted invoices to determine if the DBE goals are being achieved. If the Parish or its Consultant has failed to meet the goal and no good faith efforts have been made, the DOTD Project Manager shall notify the Compliance Section of DOTD, and at that time the DBE/WBE portion of the contract fee shall be withheld.

Further, regardless of whether or not a DBE goal has been assigned to this contract, the Consultant shall comply with all requirements of 2 CFR 200.321 regarding minority and women-owned business enterprises.

ARTICLE XVII – RECORD RETENTION

The Parish and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation

Stage/Phases for this Project, and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by DOTD and/or the Louisiana Legislative Auditor, FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested. If documents are not produced, Parish will be required to refund the Federal Funds.

For all Stage/Phases for which Parish is designated as being responsible, the final invoice and audit shall be hand delivered to DOTD.

Record retention may extend beyond 5 years if any of the following apply:

- (a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Parish is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through Parish to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

ARTICLE XVIII – COMPLIANCE WITH CIVIL RIGHTS

The Parish agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Parish agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age religion, sex, sexual orientation, national origin, veteran status, genetic information, political affiliation, or disabilities.

Any act of discrimination committed by Parish, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XIX – INDEMNIFICATION

The Parish shall indemnify, save harmless, and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Parish, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney fees and court costs. The Parish shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

ARTICLE XX – COMPLIANCE WITH LAWS

The parties shall comply with all applicable federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (La. R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

ARTICLE XXI – ORIGINAL AGREEMENT

Following the execution of this Agreement, the Agreement of February 12, 2008 for the Federal Aid Off-System Highway Bridge Rehabilitation and Replacement Program shall be null and void.

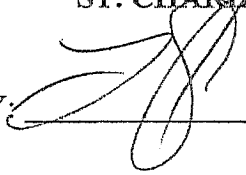
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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

STATE OF LOUISIANA
ST. CHARLES PARISH


Witness for First Party

BY: 

Larry Cochran
Typed or Printed Name


Witness for First Party

TITLE: Parish President

72-6001208
Federal Identification Number

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

Witness for Second Party

BY: _____

Witness for Second Party

RECOMMENDED FOR APPROVAL:

BY: _____
Division Head

2017-0244

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT

ORDINANCE NO. 17-8-4

An ordinance to approve and authorize the execution of a lease with the East Side St. Charles Parish Volunteer Fire Department, Inc. for the use of property at 14522 River Road in New Sarpy.

WHEREAS, the East Side St. Charles Parish Volunteer Fire Department, Inc. is the owner of Lots 10 & 11 of Square 10, New Sarpy Subdivision located at 14522 River Road in New Sarpy; and,

WHEREAS, it is the desire of the Parish to lease said property from the Fire Department to be used for the storage and maintenance of Emergency Response Vehicles and/or equipment; and,

WHEREAS, said lease will serve to benefit the emergency service needs of our residents.

THE ST. CHARLES PARISH COUNCIL, HEREBY ORDAINS:

SECTION I. That the lease of commercial property by the East Side St. Charles Parish Volunteer Fire Department, Inc. to St. Charles Parish is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said lease on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER

NAYS: NONE

ABSENT: FISHER-PERRIER

And the ordinance was declared adopted this 14th day of August, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Tennell D. Wilson

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 8/15/17

APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 8/16/17

AT: 9:15a RECD BY: [Signature]

LEASE OF COMMERCIAL PROPERTY

UNITED STATES OF AMERICA

BY: EAST SIDE ST. CHARLES
PARISH VOLUNTEER FIRE
DEPARTMENT, INC.

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

EAST SIDE ST. CHARLES PARISH VOLUNTEER FIRE DEPARTMENT, INC., herein represented by Donald Peyton, its President, pursuant to a resolution of its Board of Directors adopted on _____, hereinafter referred to as "Lessor", hereby leases to ST. CHARLES PARISH, herein represented by Larry Cochran, Parish President, hereinafter referred to as "Lessee", the following described property:

TWO (2) CERTAIN LOTS or parcels of land situated in the Parish of St. Charles, State of Louisiana, and being more particularly described as LOTS TEN (10) and ELEVEN (11) of Square 10, New Sarpy Subdivision, New Sarpy, Louisiana; said lots having a combined front footage of Forty-five and 58/100 (45.58') feet by a depth of One Hundred and No/100 (100.00) feet between equal and parallel lines as shown by the official records of the Parish of St. Charles, State of Louisiana.

1. Lessor is a private non-profit corporation which operates for the purpose of providing emergency and fire services to St. Charles Parish and Lessee is St. Charles Parish, and, therefore, the consideration for this agreement is the benefit that is to run between the Lessor and the Lessee resulting from this agreement.
2. The term of this lease is for ten (10) years, commencing _____, subject to renewal by both parties as long as St. Charles Parish utilizes the property as a public property and for other services in connection therewith.
3. The property which is the subject of this lease is to be utilized as public property and for the public need, and no private use of this property is to be made, subject to immediate cancellation hereof.
4. Lessee agrees to comply with all of the laws and ordinances of the United States, the State of Louisiana, and the Parish of St. Charles, in the utilization of the subject property, and to notify Lessor of any change in its status as a legal entity.
5. Lessee is not permitted to rent or sublet or grant use or possession of the premises to any other party without the written consent of the Lessor, and then only in accordance with the terms of this lease.
6. Lessee agrees to maintain general liability insurance on the subject property.
7. Lessee agrees to maintain and repair the subject property during the terms of this lease.
8. Should the Lessee at any time violate any of the conditions of this lease, or discontinue the use of the premises for the purpose for which it is rented, or fail to pay the utilities or other expenses promptly when due; and should such violation continue for a period of ten (10) days after written notice has been given Lessee, then Lessor shall have the option to immediately cancel this lease.

Executed at _____, St. Charles Parish, Louisiana, this _____ day of _____ 2017.

WITNESSES:

Ron S. Delahoz

ST. CHARLES PARISH

BY: LARRY COCHRAN
PARISH PRESIDENT

EAST SIDE ST. CHARLES
PARISH VOLUNTEER FIRE
DEPARTMENT, INC.

BY: DONALD PEYTON
PRESIDENT

2017-0245

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF FINANCE)**

ORDINANCE NO. 17-8-5

An ordinance to amend the 2017 Consolidated Operating and Capital Budget to add revenues totaling \$28,126,737 and related expenses to Fund's 123 – Flood Protection Fund for construction, architectural/engineering, and other fees totaling \$17,607,485 unexpended in 2016 for levee projects.

WHEREAS, the 2017 St. Charles Parish Consolidated Operating and Capital Budget was adopted November 1, 2016 by Ordinance No. 16-11-1, and amended January 24, 2017 by Executive Order No. 2017-01, and amended March 6, 2017 by Ordinance No. 17-3-2, May 1, 2017 by Ordinance No. 17-5-4; and,

WHEREAS, the Council has taken under consideration the study of the amendment to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2017 as shown by the Revision Schedule.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2017 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER

NAYS: NONE

ABSENT: FISHER-PERRIER

And the ordinance was declared adopted this 14th day of August, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Tennell D. Wilson

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 8/15/17

APPROVED: [Signature] **DISAPPROVED:** _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 8/16/17

AT: 9:15 a **RECD BY:** [Signature]

ST. CHARLES PARISH

GOVERNMENTAL FUNDS

CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT

FISCAL YEAR ENDING DECEMBER 31, 2017

Description	Prior Year Actual 2010	Current Year				Upcoming Year			
		Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimate Remaining for Year	Projected Actual Result at Year End	% Change Last Adopted vs Projected Actual	Proposed Budget	% Change Projected Actual vs Proposed
BEGINNING FUND BALANCE	94,686,639	37,395,410	66,303,002			85,629,825		58,247,742	
Prior Period Adjustment									
FUND BALANCE - RESTATED	94,686,639	37,395,410	66,303,002			85,629,825		58,247,742	
CURRENT YEAR REVENUES									
& OTHER FINANCING SOURCES	80,528,393	77,387,368	111,850,665	53,546,325	46,397,405	99,943,730	-10.65%	99,756,774	-0.19%
TOTAL MEANS OF FINANCING	175,215,032	114,782,778	178,153,667			185,573,555		158,004,516	
EXPENDITURES & OTHER FINANCING USES:									
PERSONAL SERVICES	26,917,756	32,141,308	32,164,744	12,892,024	15,090,418	27,982,442	-13.00%	33,149,473	18.47%
OPERATING SERVICES	11,281,345	15,023,346	16,186,093	4,604,614	8,805,767	13,410,381	-17.15%	13,693,401	2.11%
MATERIALS & SUPPLIES	4,035,317	5,452,755	5,452,755	1,821,685	3,478,818	5,300,503	-2.79%	5,292,917	-0.14%
OTHER CHARGES	(163,285)	799,747	799,747	214,070	535,754	749,824	-6.24%	810,920	8.15%
DEBT SERVICE	3,182,926	3,540,414	3,540,414	3,048,156	148,573	3,196,729	-9.71%	1,752,837	-45.17%
CAPITAL OUTLAY	29,973,621	22,807,498	83,029,565	8,717,378	40,914,088	49,631,466	-40.22%	59,582,095	20.05%
INTERGOVERNMENTAL	3,452,009	10,186,338	10,618,588	5,440,213	(883,207)	4,557,006	-57.08%	5,552,722	21.85%
TRANSFERS	10,905,518	2,936,805	4,902,895	5,726,327	16,771,135	22,497,462	358.86%	3,764,733	-83.27%
TOTAL	89,585,207	92,888,211	156,694,801	42,464,467	84,861,346	127,325,813		123,599,098	
NET CHANGE IN CURRENT									
REVENUES & OTHER SOURCES OVER									
EXPENDITURES & OTHER USES	(9,056,814)	(15,500,843)	(44,844,136)			(27,382,083)		(23,842,324)	
ENDING FUND BALANCE	85,629,825	21,894,567	21,458,866			58,247,742		34,405,418	

2017-0246

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF WASTEWATER)**

ORDINANCE NO. 17-8-6

An ordinance to approve and authorize the execution of a Contract for Engineering Services with AIMS Group, Inc. for necessary professional engineering services associated with Parish Project No. S170701 Hahnville Wastewater Plant UV Upgrades.

WHEREAS, the Hahnville Wastewater Plant has been in operation since 2000; and,
WHEREAS, during inclement weather the amount of inflow and infiltration entering the plant overwhelms the current ultraviolet (UV) system used for disinfectant causing a sanitary sewer overflow, a violation of the Parish's wastewater permit; and,

WHEREAS, newer technology has become available that would allow the Parish to upgrade this critical piece of equipment and to eliminate the overflows and bypasses that occur during inclement weather.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Engineering Services Contract with AIMS Group, Inc. for the design of Parish Project S170701 Hahnville Wastewater Plant UV Upgrades is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Engineering Services Contract on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
 BELLOCK, FLETCHER
NAYS: NONE
ABSENT: FISHER-PERRIER

And the ordinance was declared adopted this 14th day of August, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Tennell D. Willes
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: ✓ DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 8/16/17
AT: 9:15a RECD BY: [Signature]

SINGLE PROJECT
CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 16th day of August, 2017, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and AIMS Group, Inc., a corporation acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the S170701 Hahnville Wastewater Plant UV Upgrade project as described in Ordinance No. 17-8-6 which is attached hereto and made a part hereof.

1.0 GENERAL

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. Engineering will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin Conceptual, Preliminary, and Design phases of the project will be given to the Engineer by the owner. The Owner may terminate the Contract by written notification and without cause per Section 7.0 during any phase of the project.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

2.1 General

2.1.1 Engineer shall provide for Owner professional engineering services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Engineer. These services will include but will not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control engineering services and construction engineering and inspection.

2.1.2 In general, the Project consists of the Design and Construction Management of the following major elements:

Project is to replace the current ultraviolet (UV) disinfection system, at the Hahnville Wastewater Plant, with an updated and more efficient UV system with the goal of reducing the number of bypasses due to inclement weather. Additionally the project includes the removal of a twelve inch section of discharge piping and twelve inch flow meter; and replacing with a twenty inch pipe and Parish owned twenty inch flow meter to eliminate head losses in the discharge system from the Hahnville Wastewater Plant to the Mississippi River.

2.1.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.

2.1.4 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.

2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.

- 2.2 Conceptual Design Report Phase
- 2.2.1 Reviewing available data and consulting with the Owner to clarify and define the Owner's requirements for the Project.
- 2.2.2 Conducting a Pre-Design Meeting Workshop with the Owner.
- 2.2.3 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.
- 2.2.4 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project, and participating in consultations with such authorities.
- 2.2.5 Providing analyses of the Owner's needs, planning surveys and comparative evaluations of prospective site plans and solutions.
- 2.2.6 Preparing a comprehensive Conceptual Design Report presenting selected solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum:
- Discussion of project background and need.
 - Schematic layouts, sketches, or photographs.
 - Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
 - Any special material specifications including major equipment specifications.
 - A preliminary cost estimate for each alternative.
 - Engineer's conceptual opinion of probable costs for the selected alternative.
 - Project Master Schedule.
 - Discussion as to what permits are needed, time to acquire approvals, and potential adjacent land owner authorizations/servitudes that need addressing.
 - Discussion of the type of additional services, mentioned in 2.2.3, that will be needed.
- 2.2.7 Meeting with the Owner and presenting findings of the Conceptual Design Report.
- 2.2.8 The Conceptual Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Conceptual Design.
- Five(5) copies of the report for review.
 - Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the Master project schedule in Microsoft Project format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.
- 2.3 Design Memorandum Phase
- 2.3.1 The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria established in Conceptual Design and initiate acquiring necessary permits and servitudes. The document will be used in the development of final design plans and specifications and will serve as a guide by designers and other interested parties.

2.3.2 The Design Memorandum will consist minimally of the following sections:

- Site Development – project site plan that includes anticipated construction area required and any known servitudes or property owners.
- Hydraulics - if necessary
- Treatment Processes - if necessary
- Design Criteria including a listing of all standard specifications to be used by type (concrete, piling, steel electrical, roads/foundations, etc)
- Preliminary Drawings – 11X17 minimum size
- The following indexes: Drawings, Division 00 St Charles Parish Bidding/Contract Documents showing revision number, Division 01 St Charles Parish General Specifications showing revision number, and Division 02-16 material and equipment specifications, to be used in final design.
- Engineer's preliminary opinion of probable costs.
- Updated Project Master Schedule.
- Summary of estimated quantities – initial bid schedule
- Instrumentation & Control Philosophy
- Power Requirements
- Additional data that will be needed, such as topographical, geotechnical, and project surveying.

2.3.3 The engineer will deliver to owner within 15 days following Design Memorandum authorization, a detailed description (including specifications) and estimated cost of required additional services such as site survey, topographical survey, or geotechnical investigation. In addition, the engineer will also deliver estimated time and cost to apply for regulatory permits from local, state or federal authorities. The owner will have the option to utilize their own surveyor, land/servitude acquisition consultant, permit consultant, or geotech firm.

2.3.4 Meeting with the Owner and presenting findings of the Preliminary Design Report.

2.3.5 The Preliminary Engineering Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Preliminary Engineering.

- Five(5) copies of the report for review.
- Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master project schedule in Microsoft Project format.
- Two(2) copies of the drawings (11x17 minimum).
- Once the drawing review is complete, submit one copy of the revised drawings plus one(1) electronic file copy of each drawing in AutoCAD format (release 2000 or later) and in PDF format.
- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

2.4 Design Phase

2.4.1 Prepare for incorporation into Contract Documents final drawings based on the accepted preliminary design documents to show the scope, extent, and character of the work to be furnished and performed by Contract (hereinafter called "Drawings") and Specifications which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute.

- 2.4.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.
- 2.4.3 Preparing the contract/bid document that includes St. Charles Parish's Standardized Construction Contract files and the added engineer's specifications for review and approval by the Owner (and the Owner's legal and other advisors).
- 2.4.4 Meeting with the Owner and presenting the final design.
- 2.4.5 The Final Design Services shall be completed and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization.
 - Three(3) copies of the contract/bid document for review.
 - Once the contract/bid document has been finalized, submit two(2) stamped copies of the revised document plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master project schedule in Microsoft Project format.
 - Two(2) copies of the drawings – D Size for review.
 - Once the drawing review is complete, submit two stamped copies of the revised drawings plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages

2.5 Bidding Phase

- 2.5.1 Produce Contract Documents (specifications and 22" by 34" drawings) for each Project for bidding purposes.
- 2.5.2 Assist Owner as necessary in advertising for and obtaining bids for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend Pre-Bid Conferences and receive and process fees for Bidding Documents. Distribute Bidding Documents to potential bidders.
- 2.5.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 2.5.4 Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (herein called "Contractor") for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 2.5.5 Consult with Owner and confirm in writing the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award is required by the Bidding Documents.
- 2.5.6 Attend the Bid Opening, prepare Bid Tabulation Sheets and assist Owner in evaluating bids or proposals and recommend, in writing, contract awarding. In addition, Engineer shall assemble contract documents as specified in Exhibit A on page 19 attached hereto and made a part hereof, for presentation and execution.

2.6 Construction Phase

During the Construction Phase

- 2.6.1 General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties,

responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.

2.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress.

2.6.2.1 Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.

2.6.2.2 The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided in 2.6.3. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.

2.6.3 Defective Work. During such visits and on the basis of such observations, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

2.6.4 Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents.

- 2.6.5 Shop Drawings. Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided in 2.6.3.
- 2.6.6 Substitutes. Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.
- 2.6.7 Inspections and Tests. Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 2.6.8 Dispute between Owner and Contractor. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 2.6.9 Applications for Payment. Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
- 2.6.9.1 Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 2.6.9.2 By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of

Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided in, but not limited to paragraph 2.6.3.

- 2.6.10 Construction Closeout Document. Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.
- 2.6.11 Inspection. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).
- 2.6.12 Pre-Construction Conference. Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "Construction Drawings"
- 2.6.13 Owner shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.
- 2.6.14 Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.6.1 through 2.6.12 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents, inclusive of but not limited to 2.6.3.
- 2.6.15 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.

- 2.7 Close-out and Operational Phase
During this Phase, Engineer shall:
- 2.7.1 Provide start-up services for the new facility.
 - 2.7.2 Prepare training materials and provide 8 hours of training for Owner's staff to operate and maintain the new facility. The program consists of classroom training and hands-on training using the installed equipment.
 - 2.7.3 Assemble 3 complete sets of equipment manufacturer's operation and maintenance manuals in proper order for Owner's future reference.
 - 2.7.4 Assemble 3 complete sets of approved shop drawings in proper order for Owner's future reference.
 - 2.7.5 Provide technical consultation and assistance in correcting warranty items.
 - 2.7.6 Provide assistance in connection with the refining and adjusting of new equipment or system.
 - 2.7.7 Prepare a final set of stamped project drawings reflecting "as built" along with one(1) electronic file copy of these drawings in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "as built".
 - 2.7.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
 - 2.7.9 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.
- 2.8 Resident Engineer and Inspection
- 2.8.1 Engineer shall furnish, if requested, a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. The RPR(s), and the level of support supplied, shall be subject to approval by the Owner.
 - 2.8.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of the Contractor.
 - 2.8.3 The RPR shall be the Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
 - 2.8.4 Duties and Responsibilities of RPR.
 - 2.8.4.1 Schedules. Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - 2.8.4.2 Conferences and Meetings. Attend meetings with Contractor, such as Pre-Construction Conferences, Progress Meetings, Job Conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
 - 2.8.4.3 Liaison:
 - Serve as Engineer's liaison with Contractor, working principally through Contractor's

- superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
- Assist in obtaining from Owner additional details or information when required for proper execution of the Work.
- 2.8.4.4 Shop Drawings and Samples:
 - Record date of receipt of Shop Drawings and samples.
 - Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
 - Advise Engineer and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.
- 2.8.4.5 Review of Work, Rejection of Defective Work, Inspection and Test.
 - Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.
 - Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
 - Accompany visiting inspectors representing public agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
- 2.8.4.6 Interpretation of Contract Documents. Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
- 2.8.4.7 Modifications. Consider and evaluate Contractor suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer.
- 2.8.4.8 Records.
 - Maintain at the job site orderly files for correspondence, reports for job conferences, Shop Drawings, and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued

subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.

- Keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer and Owner.
- Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- Keep pictorial record of progress of project.

2.8.4.9 Reports:

- Furnish Engineer and Owner periodic (daily) reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
- Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Directive Changes and Field Orders in accordance with State and Local Laws.
- Report immediately to Engineer and Owner upon the occurrence of any accident.

2.8.4.10 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure as set forth in the Construction Contract for their submission and forward with recommendations to Engineer noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

2.8.4.11 Certificates, Maintenance and Operations Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the times actually installed and in accordance with the Contract Documents, and having this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.

2.8.4.12 Completion.

- Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- Observe that all items on final list have been completed or corrected and make

recommendation to Engineer concerning acceptance.

2.8.5 Limitation of Authority.

2.8.5.1 Resident Project Representative

- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.
- Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
- Shall not undertake any of the responsibilities of Contractor, Sub-Contractor or Contractor's superintendent.
- Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
- Shall not authorize Owner to occupy the project in whole or in part.
- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

3.0 SERVICES OF THE OWNER

- 3.1 Provide full information as to the requirements of the Project.
- 3.2 Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.
- 3.3 Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.

4.0 COMPENSATION

- 4.1 For performance of Basic Engineering and Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.1 through 2.8.5.1 inclusive, required by the Owner, the Owner shall authorize and pay the Engineer as per the following:
 - 4.1.1 Owner shall pay Engineer for the performance of Basic Engineering services as outlined in Section 2, Paragraphs 2.1 through 2.7.9 inclusive, a professional engineering fee based upon either a percentage of the construction cost of the project or a lump sum estimate by the Engineer.(mark the method of compensation with an X)

X Percentage of construction method is to be used, the fee shall be determined by referring to curve A on page 20 (Exhibit B) of this Contract, which indicates the rate of compensation for Basic Engineering Services expressed as a percentage of the construction cost. This curve is from American Society of Civil Engineer's Manual No. 45, 1980 Edition.

 Lump Sum amount of \$ paid according to section 4.1.1.3

- 4.1.1.1 The fee for basic engineering services based on a percentage of the construction costs will have a maximum limitation of 110% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract. The fee for basic engineering services based on a percentage of the construction cost will have a minimum limitation of 90% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract.
- 4.1.1.2 An estimated construction cost based on the Engineer's conceptual opinion of probable cost for the project shall initially be used for the determination of interim fees until the more detailed Engineer's revised opinion of probable total project costs based on the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract is available.
- 4.1.1.3 Payment for basic engineering services shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:
- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
 - Ten percent (10%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
 - For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.3 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.6 inclusive, Owner agrees to pay Engineer as follows:
 - Sixty percent (60%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
 - For performing services outlined in Sections 2.5 Bidding Phase, Paragraphs 2.5.1 through 2.5.6 inclusive and Section 2.6 Construction Phase, Paragraphs 2.6.1 through 2.6.15 inclusive, and Section 2.7, Close-out and Operational Phase, Paragraphs 2.7.1 through 2.7.8 inclusive, the Owner agrees to pay Engineer as follows:
 - Thirty percent (30%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
- 4.1.1.4 Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing

and shall be made in partial payments at monthly intervals for the following phases:

- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
 - Thirty percent (30%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
- For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.5 inclusive, Owner agrees to pay Engineer as follows:
 - Seventy percent (70%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

4.1.1.5 If the Project, or any portion thereof, is not constructed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per section 7.0.

4.1.2 Owner shall pay Engineer for the performance of Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.8 through 2.8.5.1 inclusive, at monthly intervals based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by billable hours for a not to exceed amount.

4.2 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary Basic Engineering or Resident Engineering and Inspection Services, the Owner shall pay Engineer in accordance with Paragraph 4.2.1 through 4.2.3, based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.

4.2.1 For Additional Services provided by the Engineer such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Engineer based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by either billable hours, lump sum, or not to exceed amount.

4.2.2 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

- A copy of the Owner's written authorization to perform the service.
- Timesheets for all hours invoiced.
- Invoice copies, logs or other substantiation of nonsalary expenses.

4.2.3 For Additional Services that Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in Section 10, Paragraph 10.4 and Section

11, Paragraph 11.4 of this Contract. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

- A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed.
- Evidence that the subcontractor and/or subconsultant is insured as required by Section 10, Paragraph 10.4 of this Contract.

4.2.4 For Additional Engineering described in Section 5, Paragraph 5.1.1, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.11 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.11 inclusive.

5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.

5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.2 of this contract.

5.1.2.1 Providing necessary design topographic surveying for the Project to obtain existing grading, locations and dimensions of existing structures, and elevation of critical elements.

5.1.2.2 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.

5.1.2.3 Prepare to and serve as an expert witness for the Owner in any litigation.

5.1.2.4 Furnish one or more full time Resident Inspectors who will direct his and/or their efforts toward providing assurance for the owner that the completed project will conform to the requirements of the Contract Documents. This shall not be construed as the actual direction of construction work being performed by the Contractor, nor make the engineers responsible for construction techniques, sequences or procedures or the safety precautions incident thereto. A written resume will be submitted to the Owner for each Resident Inspector assigned to the Project. The Owner retains the right to disapprove the use of any Resident Inspector the owner feels is, for any reason, not qualified.

- 5.1.2.5 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)
- 5.1.2.6 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.
- 5.1.2.7 Providing renderings or models for Owner's use.
- 5.1.2.8 Preparing documents in addition to those furnished under Design Engineering and Construction Services for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.
- 5.1.2.9 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 5.1.2.10 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
- 5.1.2.11 Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

6.0 OWNERSHIP OF DOCUMENTS,

- 6.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at anytime during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 6.2 Engineer may retain a set of documents for its files.
- 6.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.
- 6.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

7.0 TERMINATION.

- 7.1 This Agreement may be terminated by either party upon thirty (30) days written notice.
- 7.2 The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this

Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

- 7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 7.5 Failure to meet delivery dates stated in Contract sections 2.2.8, 2.3.3, and 2.7.9 are considered substantial failures. (ADDED 2/02)

8.0 COMPLIANCE WITH LAWS AND ORDINANCE.

- 8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.

9.0 SUCCESSORS AND ASSIGNS

- 9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.

10.0 INSURANCE

- 10.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
- 10.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 10.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 10.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

11.0 GENERAL.

- 11.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the

Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.

- 11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.
- 11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.

12.0 ACCESS TO SITE.

- 12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.

13.0 WARRANTY.

- 13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements
- 13.2 If Engineering Services for project designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

14.1 For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon ENGINEER'S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:

ST. CHARLES PARISH

R. S. Delhomme
[Signature]

[Signature]
Larry Cochran
Parish President

WITNESSES:

AIMS Group, Inc

David Felt
Harry DeF

[Signature]
President

EXHIBIT A

The following contract documents and specifications are to be assembled, bound using plastic comb binders, and delivered to St. Charles Parish Public Works Office. The contract document is basically the bid document with forms completed according to the instructions below, and all project specifications that were included in the bid document.

Five(5) contract documents with the following(in sequence):

- Cover sheet prepared by engineer with stamp.
- Copy of the Table of Contents from bid book.
- Copy of the actual Advertisement for Bid showing all dates (section 00010).
- Copy of Instructions to Bidders (section 00100) and Information Available to Bidders (section 00200) from bid book.
- Copy of the completed Bid Form from selected/winning bid (section 00300) and a copy of all addendums.
- Copy of the bid opening and tabulation forms.
- Copy of the signed Bid Bond from selected/winning bid (section 00410) and its corresponding power of attorney.
- Copy of the completed Questionnaire from selected/winning bid (section 00430).
- Copy of the Schedule of Suppliers from selected/winning bid (section 00450).
- Original Non-Collusive and Non-Solicitation Affidavit signed, dated, and notarized (section 00480). All books must have an originally signed document.
- Original and current Corporate Resolution authorizing execution of contract signed and dated (section 00485). All books must have an originally signed document. The resolution on corporate stationery is acceptable as long as it follows the wording of St Charles Parish's standard form (section 00485).
- Original signed agreement (section 00500) and not dated. Document will be dated when Parish President signs agreement. Contract price must agree with Bid Form amount. Blanks in article 7 must also be completed. All books must have an originally signed document.
- Original Performance and Payment Bond (section 00610) completed, signed, dated, and sealed. The date on page 00610-1 is to be left blank and will be dated when the Parish President signs the agreement form. An original power of attorney must accompany each bond document. All books must have originally signed documents.
- Original certificate of insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

"Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice to the below named certificate holder.

- Copy of the following documents from the bid document: Certificate of Owner's Attorney (section 00670); General Conditions, Supplementary Conditions, and Second Supplementary Conditions (sections 00700, 00800, 00801); and forms Change Order, Certificate of Substantial Completion, Notice of Award, and Notice to Proceed (sections 00806, 00808, 00810, 00812).
- Copy of all Division 01 through Division 16 specifications that were included in the bid document.

One(1) contract document with the following:

- Cover sheet prepared by engineer with stamp and marked Court File Copy.
- All the above documents except for General Conditions (section 00700), Supplementary Conditions (section 00800), and Second Supplementary Conditions (section 00801). Originals specified above are also required in this book.

EXHIBIT B

CONSULTING ENGINEERING

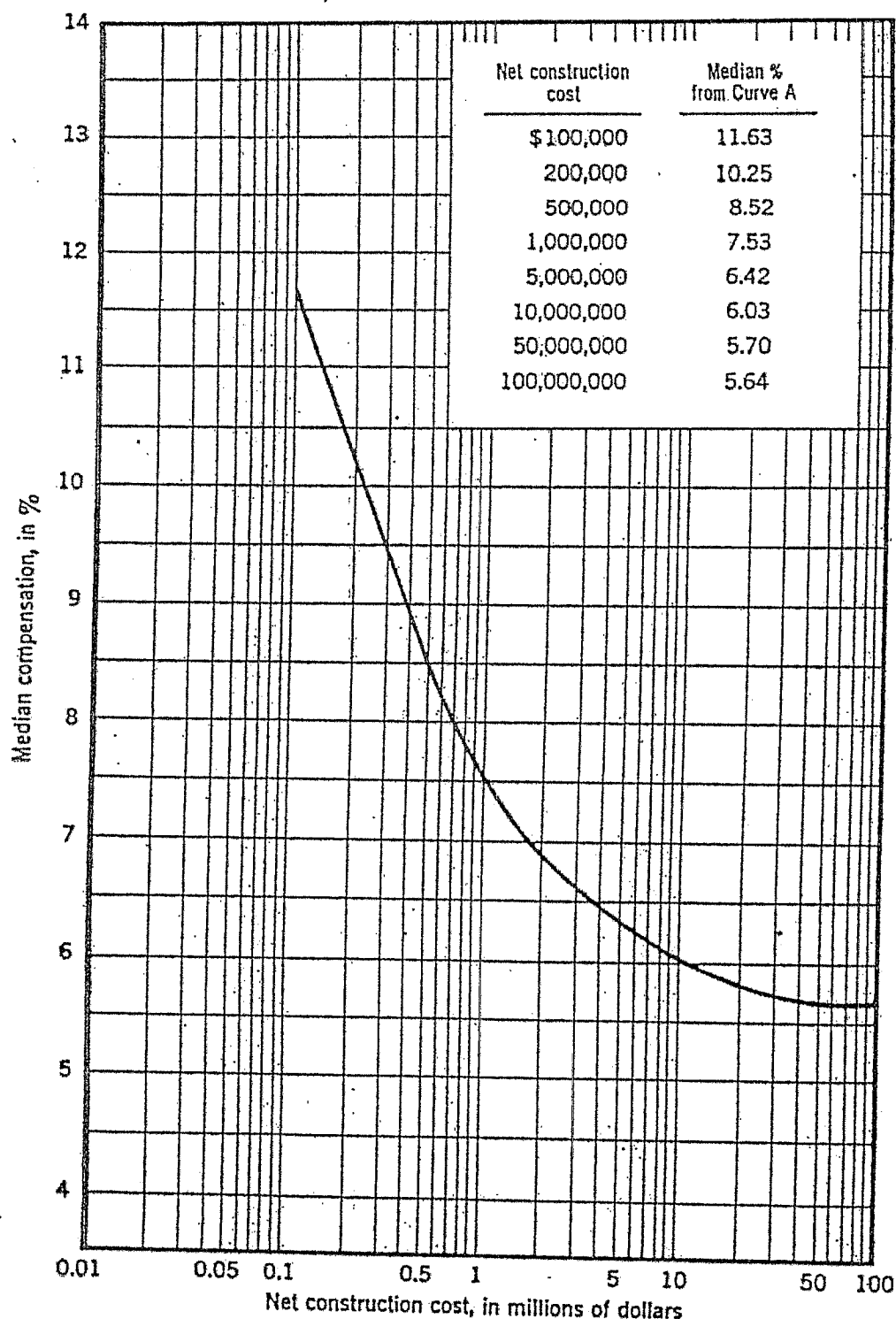


FIG.1.—CURVE A, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY (1980)

EXHIBIT C

FEE SCHEDULE
AIMS GROUP, INC.

<u>Category of Personnel</u>	<u>Payable Hourly Rate</u>
Principal/Officer	\$210.00
Project Manager	\$195.00
Registered Engineer	\$135.00
Engineer Intern	\$90.00
CADD Technician	\$90.00
CADD Draftsman	\$75.00
Field Technician	\$60.00
Clerical	\$57.50
Resident Inspector	\$85.00

2017-0247

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING AND ZONING)

ORDINANCE NO. 17-8-7

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the Pontchartrain Levee District (PLD) for the LaBranche Salinity Control Structure Project to be funded by the Pontchartrain Levee District and St. Charles Parish.

- WHEREAS,** St. Charles Parish had an agreement with the Coalition to Restore Coastal Louisiana to build this project, but the Coalition has decided not to pursue this project; and,
- WHEREAS,** The State of Louisiana Office of Coastal Protection and Restoration Partnership Program has reallocated the grant from the Coalition to Restore Coastal Louisiana to the Pontchartrain Levee District under the condition that St. Charles Parish keeps the existing construction contract active and ready to proceed; and,
- WHEREAS,** Pontchartrain Levee District is undertaking the administering of that grant provided by the State of Louisiana Office of Coastal Protection and Restoration Partnership Program; and,
- WHEREAS,** Pontchartrain Levee District has engaged and are funding the design and permitting of a project to halt saline water from entering the LaBranche Wetlands at the intersection of Parish Line Canal and I-10 borrow canal in St Charles Parish; and,
- WHEREAS,** the St. Charles Land Syndicate and the Louisiana Department of Transportation and Development are the major landowner of the adjacent land to the project, and have approved all rind rights required for this construction; and,
- WHEREAS,** the Pontchartrain Levee District through the grant is providing \$250,000 for the construction of the project; and,
- WHEREAS,** St Charles Parish (SCP) is providing up to \$100,000 for the construction of the project.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That St. Charles Parish (SCP) and Pontchartrain Levee District (PLD) do agree to the following:

- 1) The Pontchartrain Levee District shall administer the project as it related to permitting, design and construction oversight of the Salinity Control Structure Project.
- 2) St. Charles Parish shall construct the project using DQSI, LLC per Ordinance No. 16-2-11.
- 3) Funding for the project shall not exceed the allocated funds (\$250,000 from PLD and \$100,000 from SCP for a total of \$350,000).
- 4) Invoices shall be reviewed by the engineer (Moffatt & Nichol), then submitted to SCP for processing. The PLD funds shall be exhausted first and any additional cost up to \$100,000 shall be paid by SCP. Invoices shall be paid on a reimbursement basis.

SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish.

The forgoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FLETCHER

NAYS: NONE

ABSENT: FISHER-PERRIER

And the ordinance was declared adopted this 14th day of August, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Tennell D. Williams

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: [Signature]

APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: [Signature]

AT: [Signature] RECD BY: [Signature]

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN THE PONTCHARTRAIN LEVEE DISTRICT
AND
ST. CHARLES PARISH

THIS COOPERATIVE ENDEAVOR AGREEMENT is entered into by and between:

THE PONTCHARTRAIN LEVEE DISTRICT (hereinafter referred to as "PLD"), a political subdivision created by the Louisiana Legislature, represented herein by **BLAINE SHEETS**, its Vice President, duly authorized by a Resolution of the Board of Commissioners; and

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by **LARRY COCHRAN**, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057, duly authorized pursuant to an Ordinance adopted by the St. Charles Parish Council;

who hereby agree as follows:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States, or its agencies, or with any public or private association, corporation, or individual"; and

WHEREAS, PLD is tasked with hurricane and flood protection for its geographical district, including St. Charles Parish, and St. Charles Parish is enhanced with drainage, flood protection, and the overall benefit of St. Charles Parish, and there is an advantage to the LaBranche Salinity Barrier Project to enhance the efforts of both entities; and

WHEREAS, PLD has entered into a Cooperative Endeavor Agreement with the Coastal Protection and Restoration Authority (CPRA) to receive funds to handle the construction of the LaBranche Salinity Barrier Project, and St. Charles Parish does hereby agree to contribute to the successful completion of the LaBranche Salinity Barrier Project; and

WHEREAS, St. Charles Parish has advertised and awarded the Salinity Barrier Project to a Contractor, and St. Charles Parish will administer the construction of the Salinity Barrier Project;

NOW THEREFORE, the parties do hereby agree to this Cooperative Endeavor Agreement as follows:

1. PLD and St. Charles Parish do hereby agree to enter into a Cooperative Endeavor Agreement regarding the design and construction of the LaBranche Salinity Barrier Project to add further protection and benefit to the citizens, businesses and properties of St. Charles Parish, Louisiana.

2. PLD has executed a Cooperative Endeavor Agreement on the LaBranche Salinity Barrier Project with CPRA setting forth the project at a total project cost of Six Hundred Nine Thousand Four Hundred Fifty-Nine and 78/100 (\$609,459.78) Dollars. The State of Louisiana shall contribute a total of Two Hundred Eighty-Nine Thousand Four Hundred Fifty-Nine and 78/100 (\$289,459.78) Dollars towards construction.

3. PLD is the agency that must enter into the Cooperative Endeavor Agreement with CPRA and, as such, is obligated and bound to CPRA for the Three Hundred Twenty Thousand and 00/100 (\$320,000.00) Dollars local sponsor. St. Charles Parish recognizes the benefit to its mission and has agreed to pay all construction and inspection services over the amount allocated by the State, but not more than One Hundred Thousand and 00/100 (\$100,000.00) Dollars, which is included as part of the Three Hundred Twenty Thousand and 00/100 (\$320,000.00) Dollars local sponsor share.

4. St. Charles Parish will review contractor invoices and submit them to PLD for payment/reimbursement. PLD, through the CPRA, shall pay invoices up to Two Hundred Eighty-Nine Thousand Four Hundred Fifty-Nine and 78/100 (\$289,459.78) Dollars.

5. PLD further agrees that it will be the contracting agency and responsible for the professional engineering services and supplemental services as contemplated by the CPRA contract referenced hereinabove.

6. PLD and St. Charles Parish shall secure and maintain for the duration of this Agreement at their expense such insurance that will protect them from claims for bodily injury, death or property damage which may arise from performance of services under this agreement. The required minimum insurance coverage and limits are as follows:

- a. Worker's Compensation Insurance: Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana with Employers Liability included equal to the maximum statutory limits per accident/per disease/per employee.
- b. Commercial General Liability Insurance: Commercial General Liability insurance shall have a minimum limit per occurrence of TWO MILLION AND NO/100 (\$2,000,000.00) DOLLARS and a minimum general aggregate of TWO MILLION AND NO/100 (\$2,000,000.00) DOLLARS.
- c. Automobile Liability: Automobile Liability insurance shall have a minimum combined single limit per occurrence of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS.

All required insurance shall be provided by a company or companies lawfully authorized to do business in the State of Louisiana. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.

If requested, it is agreed and understood that both the PLD and St. Charles Parish shall provide Certificates of Insurance reflecting proof of required minimum insurance coverage and limits and naming the other party as an additional insured within ten (10) days of the execution of this Agreement. The PLD shall include all subcontractors as insureds under its policies or shall be responsible for verifying and maintaining the Certificates of Insurance provided by each subcontractor. Coverages shall not be cancelled, suspended, or voided by either party without thirty (30) days prior written notice to either party.

7. Any notices required under this Agreement shall be directed to the party entitled to said notice at its address set forth below, unless this Agreement is otherwise amended in writing:

If to the PLD:

Pontchartrain Levee District
2204 Albert Street
P. O. Box 426
Lutcher, LA 70071

If to St. Charles Parish:

St. Charles Parish President
P. O. Box 302
Hahnville, LA 70057

With a copy to:

Dwight D. Poirrier
Attorney at Law
P. O. Box 868
Gonzales, LA 70737

With copies to:

Director of Legal Services
P. O. Box 302
Hahnville, LA 70057
and
Director of Public Works
P. O. Box 302
Hahnville, LA 70057

8. Should either party to this Agreement have to file suit in order to enforce the provisions hereof, venue and jurisdiction is hereby established in the 29th Judicial District Court in and for the Parish of St. Charles, State of Louisiana.

9. This Agreement shall not be assigned or subcontracted in whole or in part without the written consent of both parties.


10. This Agreement is the complete agreement between the PLD and St. Charles Parish, and shall not be amended or modified except by written amendment signed by all parties. Should one or more provisions of this Agreement be held to be invalid, the remaining provisions shall survive and be interpreted as if the invalid provision were not present.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates shown below.

PONTCHARTRAIN LEVEE DISTRICT

ST. CHARLES PARISH

BY: _____
BLAINE SHEETS
VICE PRESIDENT

BY: _____

LARRY COCHRAN
PARISH PRESIDENT

DATE: _____

DATE: 8/15/17

WITNESS: _____

WITNESS: R. S. Delhomme

WITNESS: _____

WITNESS: 

2017-0248

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 17-8-8

An ordinance to approve and authorize the execution of an Agreement with the State of Louisiana Department of Transportation and Development and New Orleans Regional Planning Commission for the construction of US 61: RR Overpass-LA 50.

WHEREAS, federal funds have been appropriated out of the Highway Trust Fund to finance improvement projects under the direct administration of DOTD; and,

WHEREAS, the Parish has requested an appropriation of funds to finance a portion of the Project to mill and overlay Highway 61 from the Jefferson/St. Charles Parish line to its intersection with LA 50 in St. Charles Parish; and,

WHEREAS, the Parish understands that funding for this project is not a grant, but reimbursement/disbursement of eligible expenditures; and,

WHEREAS, the Parish grants access within the project limits to DOTD and all necessary parties required to complete the project; and,

WHEREAS, it is the desire of the Parish to approve said Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the State of Louisiana Department of Transportation & Development and the New Orleans Regional Planning Commission for the US 61: RR Overpass - LA 50, St. Charles Parish is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FLETCHER

NAYS: NONE

ABSENT: FISHER-PERRIER

And the ordinance was declared adopted this 14th day of August, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Tessie D. L. L. L.

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 9/15/17

APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 9/16/17

AT: 9:15a RECD BY: [Signature]

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

ORIGINAL ENTITY/STATE AGREEMENT
STATE PROJECT NO. H.000320
FEDERAL AID PROJECT NO. H000320
US 61: RR OVERPASS – LA 50
US 61
St. Charles Parish

THIS AGREEMENT, is made and executed in three original copies on this _____ day of _____, 20____, by and between the Louisiana Department of Transportation and Development, through its Secretary, hereinafter referred to as "DOTD," and **St. Charles Parish**, a political subdivision of the State of Louisiana, hereinafter referred to as "Entity;" and the **New Orleans Regional Planning Commission**, acting in its capacity as the Metropolitan Planning Organization, hereinafter referred to as "MPO."

WITNESSETH: That;

WHEREAS, under the provisions of Title 23, United States Code, "Highways," as amended, funds have been appropriated out of the Highway Trust Fund to finance improvement projects under the direct administration of DOTD; and

WHEREAS, the Entity has requested an appropriation of funds to finance a portion of the Project as described herein; and

WHEREAS, the Entity understands that funding for this project is not a grant, but reimbursement/disbursement of eligible expenditures as provided herein; and

WHEREAS, if applicable, the Project is part of a Transportation Improvements Program (TIP), serving to implement the area wide transportation plan held currently valid by appropriate local officials and the MPO, and developed as required by Section 134 of Title 23, U.S.C.; and

WHEREAS, the Entity grants access within the project limits to DOTD and all necessary parties required to complete the project; and

WHEREAS, Federal Funds have been appropriated to finance improvement projects under the direct administration of DOTD; and

WHEREAS, DOTD is agreeable to the implementation of the Project and desires to cooperate with the Entity as hereinafter provided; and

WHEREAS, the Entity is required to attend the mandatory Qualification Core Training

Rev. 02/16/2017

and to adhere to the Local Public Agency (LPA) Manual

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

The foregoing recitals are hereby incorporated by reference into this agreement

ARTICLE I: PROJECT DESCRIPTION

The improvement, hereinafter referred to as “Project,” that is to be undertaken under this Agreement is to proceed north along US 61 from the Jefferson/St. Charles Parish line to its intersection with LA 50 in St. Charles Parish. The scope of the project is to mill and overlay the existing roadway with 2” of asphalt concrete wearing course, pavement patching, applying new striping and markers, and related work. This project also calls for installation of additional culverts crossing at 5 locations on US 61, which will require construction servitudes and the closing in of a small section of roadside ditch along US 61 with pipes and catch basins, in St. Rose, St. Charles Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this Project as follows: **State Project No. H.000320 and Federal Project No. H000320**. All correspondence and other documents pertaining to this project shall be identified with these project numbers.

The table below defines who will perform the work involved with each item listed in their respective articles, either directly with in-house staff or through a consultant or contractor. This table does not address funding.

Responsibility Table Roadway Control Section 007-03			
	Entity	DOTD	Comments
Roadway Owner	No	Yes	Entity is responsible for plan development of everything related to design and construction of culvert crossings.
Environmental Process	No	Yes	Entity is responsible for providing information associated with culvert crossing at 5 locations on US 61. DOTD responsible for environmental process.
Pre-Construction Engineering	Yes	Yes	DOTD responsible for plan development of roadway resurfacing and drainage for enclosing small section of roadside ditch. Entity responsible for plan development associated with the design and construction of the culvert crossings at 5 locations on US 61.
Rights-of-Way	Yes	No	Entity is responsible for acquiring any necessary Right-of-Way for construction and providing Right-of-Way plans for said locations. DOTD to review plans.
Services	Yes	No	
Acquisition and Relocation	Yes	No	

Permits	No	Yes	Entity is responsible for providing information for culvert crossings at 5 locations on US 61.
Utility (Clearance/Permits/Relocation)	No	Yes	Entity is responsible for providing necessary information on effected utilities to DOTD for clearance/permits/relocation.
Construction	No	Yes	Entity is responsible for questions or conflicts related to development and construction of culverts crossing US 61.
Construction Engineering Administration and Inspection	No	Yes	Entity is responsible for questions or conflicts related to development and construction of culverts crossing US 61.
Construction Engineering Testing	No	Yes	Entity is responsible for questions or conflicts related to development and construction of culverts crossing US 61.
Non-Infrastructure Enhancements	Yes	No	

ARTICLE II: FUNDING

Except for services hereinafter specifically listed to be furnished solely at DOTD’s expense or solely at the Entity’s expense, the cost of this Project will be a joint participation between DOTD and the Entity, with DOTD or the Entity contributing the local match of the participating approved project Stage/Phase and the Federal Highway Administration, hereinafter referred to as “FHWA,” contributing Federal Funds through DOTD, as shown in the Funding Table. The Entity does, however, reserve the right to incorporate items of work into the construction contract not eligible for federal participation if it so desires, and at its own cost subject to prior DOTD and/or federal approval.

Funding Table¹ Roadway Control Section 007-03			
Method of Payment	Disbursement		
	Percentage Funded By Entity ²	Percentage Funded By DOTD ³	Percentage Funded By FHWA ³
Environmental Process	0%	100%	0%
Pre-Construction Engineering	100% (Drainage)	100% (Roadway)	0%
Rights-of-Way	100% (Drainage)	0%	0%
Services	100% (Drainage)	0%	0%
Acquisition and Relocation	100% (Drainage)	0%	0%
Utility (Clearance/Permits/Relocation) ⁴	20% (Drainage)	20% (Roadway)	80% FHWA (Roadway) w/ STP>200K per TIP; 80% FHWA (Drainage) w/ STP>200K per TIP.
Construction	20% (Drainage) Match & 100% (Drainage) over max funding amount in TIP.	20% (Roadway)	80% FHWA (Roadway) w/ STP>200K per TIP; 80% FHWA (Drainage) w/ STP>200K per TIP (Local Funds to be used as Match).
Construction Engineering and Inspection	0%	100% (Roadway & Drainage)	0%
Construction Engineering Testing	0%	100% (Roadway & Drainage)	0%
Non-Infrastructure Enhancements	100%	0%	0%

¹Percentages are to be applied to the amount shown in the most current approved Transportation Improvement Program (TIP) including subsequent modifications and amendments. If in a non-MPO area, a Funding Commitment Letter will be used to identify the available funds.

²If DOTD holds contract on a Non-state route, any required matching funds and the DOTD administration fee must be paid to DOTD by the entity prior to any preconstruction contract action or construction letting.

If DOTD holds the contract on a State route, any required matching funds must be paid to DOTD by the entity prior to any preconstruction contract action or construction letting.

³*When DOTD consents to use its own staff to provide the required services, the staff will track their time and charge it to the cost of the Project at the indicated percentages.*

⁴*Includes railroads*

The estimated percentage paid by the Entity, as shown in the Funding Table, is required to be remitted to DOTD prior to advertisement or commencement of any Stage/Phase for which DOTD will be designated as being responsible, as per the Responsibility Table.

If DOTD manages the contract for an off-system (locally owned) route for the entity, the entity will in advance of DOTD entering into a contract for each Stage/Phase, be required to pay for the DOTD services (the current DOTD Indirect Cost (IDC) percentage applied to the cost of the Stage/Phase) to be performed in connection with the deliverables for that contract, in addition to the required matching funds. For construction contracts the entity will be required to pay 1.2 times this amount for the construction contract to be held in reserve for change orders and claims $\{(\text{matching funds} + \text{DOTD services}) \times 1.2\}$. The entity will be required to send the funds for the designated Stage/Phase (preconstruction, construction, construction inspection) prior to the initiation of the Stage/Phase. In the event that the actual cost of the contract exceeds the preliminary cost estimate the Entity shall reimburse DOTD in an amount equal to the matching funds of the actual final cost in excess of said preliminary cost estimate, which shall be payable within 30 days of receipt of an invoice for same from DOTD. In the event that the actual cost of the contract is less than the said preliminary cost estimate and/or the amount held in reserve, as applicable, DOTD shall return to Entity funds in excess of the amount required in proportionate matching funds, based on actual cost incurred, as provided in the funding table.

For services for which the Entity will be designated as being responsible, as per the Responsibility Table, and which will receive Federal funding, as per the Funding Table, the Entity agrees it will not incur or expend any funds or provide a written Notice To Proceed (NTP) to any consultant or contractor prior to written notification from DOTD that they can begin work. Any costs incurred prior to such notification will not be compensable.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *disbursement* method is chosen, as per the Funding Table, DOTD will pay to the Entity monthly the correct federal ratio of the approved project costs after the Entity has rendered such invoices. The invoices shall be submitted with a DOTD Cost Disbursement Certification, executed by the properly designated Entity official. The Entity is required to tender payment for the invoiced cost to the vendor promptly upon receipt of each disbursement of funds. Within sixty (60) days from receipt of payment from DOTD, Entity shall provide proof to DOTD of said payment to vendor.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the *reimbursement* method is chosen, as per the Funding Table, the Entity will submit an invoice monthly to DOTD with a copy of the cancelled check, in accordance with DOTD's standards and methods. Upon receipt of each invoice, DOTD will reimburse the percentage shown in the Funding Table within 30 days of determining that it is correct. The Entity must bill within 90 days of the incurrence of expense or receive a written waiver from their project manager extending the time of submittal.

All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Audit Section. Before final payment is recommended by DOTD, all supporting documentation shall conform to DOTD policies and procedures. The Entity shall submit all final billings for all Stage/Phases of work within 90 days after the completion of the period of performance of this agreement. Failure to submit these billings within the specified 90 day period shall result in the Project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity. The Entity shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with federal/state laws and/or regulations. The cited amounts which are reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

Should the Entity fail to reimburse DOTD the cited amounts within a thirty day period after notification, all future payment requests from the Entity will be held until the cited amounts are exceeded, at which time only the amount over the cited amounts will be released for payment. Additionally, no new Local Public Agency projects for the Entity will be approved until such time as the cited amount is reimbursed to DOTD.

ARTICLE III: PROJECT RESPONSIBLE CHARGE

Federal regulation provision 23 CFR 635.105 requires a full-time employee of the Entity to be in "Responsible Charge" of the Project for the Stages/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, with the exception of the construction Stage/Phase on state routes. The LPA Responsible Charge need not be an engineer. DOTD will serve as the Responsible Charge for the construction engineering and inspection portion of the Project on state routes. The LPA Responsible Charge is expected to be accountable for the Project and to be able to perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

- Visit and review the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project.
- Review QA/QC forms, Constructability/Biddability Review form, and all other current DOTD quality assurance documents.

The above duties do not restrict an entity's organizational authority over the LPA Responsible Charge or preclude sharing of these duties and functions among a number of public entity employees. It does not preclude one employee from having responsible charge of several projects and directing project managers assigned to specific projects.

The Entity at the time of execution of this Agreement shall complete, if not previously completed, the LPA Responsible Charge Form and submit it to the Project Manager. The Entity is responsible for keeping the form updated and submitting the updated form to the Project Manager.

In accordance with 23 CFR 635.105, DOTD will provide a person in "responsible charge" that is a full-time employed state engineer for Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table. For Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table, the entity will also provide an LPA Responsible Charge, but that person will have the following modified duties.

- Acts as primary point of contact for the Entity with the DOTD;
- Participate in decisions regarding cost, time and scope of the Project, including changed / unforeseen conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the Project on a frequency that is appropriate in light of the magnitude and complexity of the Project; or as determined by the DOTD Responsible Charge;
- Provide assistance or clarification to DOTD and its consultants, as requested;
- Attend project meetings as determined by the DOTD Responsible Charge; and shall attend the Project's "Final Inspection";
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project as requested by the DOTD Responsible Charge;
- Review QA/QC forms, Plan Constructability/Biddability Review form, and other current DOTD quality assurance documents as requested by the DOTD Responsible Charge

ARTICLE IV: PERIOD OF PERFORMANCE

If the Tables indicate that Federal funds are used for an authorized Stage/Phase of the project, a period of performance is required for the authorized Stage/Phase. As per 2 CFR 200.309, the Period of Performance is a period when project costs can be incurred; specifically, a project Stage/Phase authorization start and end date. Any additional costs incurred after the end date are not eligible for reimbursement. The Project Manager will send the LPA a Period of Performance written notification which will provide begin and end dates for each authorized project Stage/Phase and any updates associated with the dates.

ARTICLE V: CONSULTANT SELECTION

If the Funding Tables indicate that Federal funds are used for a Stage/Phase of the project in which consulting services will be performed, DOTD shall advertise and select a consulting firm for the performance of the services necessary to fulfill the scope of work unless the entity has a selection process which has been previously approved by FHWA and DOTD for the designated Stage/Phase. Following the selection of the consulting firm by DOTD, if applicable, and if the Responsibility Table specifies that the Entity holds the contract, the Entity shall enter into a contract (prepared by DOTD) with the consulting firm for the performance of all services required for the Stage/Phase. The Entity may make a non-binding recommendation to the DOTD Secretary on the consultant shortlist. If the entity makes a selection pursuant to its approved procedures, the entity shall submit to DOTD the draft contract for approval prior to execution. No sub-consultants shall be added to the Project without prior approval of the DOTD Consultant Contract Services Administrator. The specified services will be performed by the selected consultant under the direct supervision of the LPA Responsible Charge, who will have charge and control of the Project at all times.

Formal written notification from DOTD of federal authorization is required prior to the issuance of an NTP by the Entity. Any costs which the Entity expects to be reimbursed prior to such authorization will not be compensable prior to the NTP date or if performed outside of the period of performance of this agreement.

The Entity shall be responsible for any contract costs attributable to the errors or omissions of its consultants or sub-consultants

If **DOTD** is designated as being responsible to complete the Stage/Phase, as per the Responsibility Table, DOTD will perform the specified services.

As per the Funding Table, if the **Entity** is responsible for all costs associated with a

Stage/Phase, and the Responsibility Table indicates the Entity is the contract holder, the Entity shall either conduct the specified services or advertise and select a consulting firm (if not previously selected) for the performance of services necessary to fulfill the scope of work for the designated Stage/Phase. If a consulting firm is selected, the Entity shall enter into a contract with the selected firm for the performance of the services. The Entity is prohibited from selecting or approving any consultant or sub-consultant who is on DOTD's disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1 et seq.

ARTICLE VI: ENVIRONMENTAL PROCESS

If it is specified in the Funding Table, the environmental process is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

The Project will be developed in accordance with the National Environmental Policy Act (NEPA), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase 1: Manual of Standard Practice" and "Environmental Manual of Standard Practice." All Stage/Phase 1, environmental documents, and public involvement proposals, prepared by or for the Entity, shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

ARTICLE VII: PRE-CONSTRUCTION ENGINEERING

If it is specified in the Funding Table, pre-construction engineering is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article. In the event that the Entity is obligated to complete this work and contracts with a third party to perform the work, and DOTD is obligated to complete any subsequent work, DOTD and the Entity agree that any rights that the Entity may have to recover from the provider of pre-construction engineering services shall be transferred to DOTD.

The Engineer of Record shall make all necessary surveys, prepare plans, technical specifications and cost estimates and complete any and all required documentation for the Project in accordance with the applicable requirements of the latest edition of the Louisiana Standard Specifications for Roads and Bridges, applicable requirements of 23 CFR Part 630 ("Preconstruction Procedures"), and the following specific requirements:

The design standards shall comply with the criteria prescribed in 23 CFR Part 625 (“Design Standards For Highways”) and DOTD guidelines. The format of the plans shall conform to the latest standards used by DOTD in the preparation of its contract plans for items of work of similar character. Conformance to the applicable Publications and Manuals found on the DOTD website is required. The deliverables must incorporate all applicable *accessibility* codes and all related regulations including but not limited to: ADAAG, 2010 ADA Standards for Accessible Design, MUTCD, PROWAG, Section 504 of the Rehabilitation Act of 1973, 23 CFR 450, State DOT Regulations, USDOT, 49 CFR Part 37. For information on acronyms see the LPA Manual located on the DOTD website (http://wwwsp.dotd.la.gov/Inside_LaDOTD/Divisions/Administration/LPA/Pages/default.aspx)

The standard procedures and expectations to be used for this Project will be identified in the kickoff/pre-design meeting.

If applicable, the Entity shall submit for DOTD acceptance prior to construction, a Project Maintenance Operation and Inspection Plan (MOI Plan), which covers the managing, financing, inspecting, maintaining, and repairing, in accordance with applicable codes and design guides, of each project component including, but not limited to, sidewalks, bike paths, landscaping, mulching, pruning, weeding, and mowing.

For projects including lighting systems, the Entity will execute a lighting agreement and will deliver a MOI Plan which shall meet the requirements as outlined in the latest edition of the DOTD publication “A GUIDE TO CONSTRUCTING, OPERATING AND MAINTAINING HIGHWAY LIGHTING SYSTEMS.” The Entity shall also provide DOTD with documentation of the utility/electrical service account in the Entity’s name where projects are built on state rights-of-way.

ARTICLE VIII: RIGHT-OF-WAY ACQUISITION AND RELOCATION

If it is specified in the Funding Table, right-of-way acquisition is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If right-of-way is required for this Project, acquisition of all real property and property rights required for this Project shall be in accordance with all applicable State and Federal laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD’s Right-of-Way Manual; DOTD’s LPA Right-of-Way Manual; DOTD’s Guide to Title Abstracting and any additional written instructions as given by the DOTD Real Estate Section.

Design surveys, right-of-way surveys and the preparation of right-of-way maps shall be performed in accordance with the requirements specified in the current edition of the "Location & Survey Manual."

The Entity shall sign and submit the LPA Assurance Letter to the DOTD Real Estate Section annually. As soon as it is known that the acquisition of right-of-way is required for this Project, the Entity shall contact the DOTD Real Estate Section for guidance.

DOTD or the Entity, as per the Responsibility Table, shall ensure that the design of the Project is constrained by the existing right-of-way or the right-of-way acquired for the Project, as shown on the construction plans. When applicable, the Entity will send to the Project Manager a letter certifying that the Project can be built within the right-of-way.

If right-of-way was acquired by the Entity, the letter should also state that the acquisition was performed according to state and federal guidelines, as mentioned above, and it is understood that liability and any costs incurred due to insufficient right-of-way are the responsibility of the Entity.

ARTICLE IX: TRANSFER AND ACCEPTANCE OF RIGHT-OF-WAY

If the Responsibility Table indicates that parcels of land shall be acquired by DOTD as right-of-way for the Project and if the roadway shall not remain in the State Highway System after completion and acceptance of the Project, these parcels shall be transferred by DOTD, in full ownership, to the Entity, upon the Final Acceptance of the Project by the DOTD Chief Engineer. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the Entity's road system and the assumption by the Entity of the obligations to maintain and operate the property and its improvements, if any, at its sole cost and expense.

If the Responsibility Table indicates that parcels of land shall be acquired by the Entity as right-of-way for the Project and the roadway shall not remain in the Entity's Highway System after completion and acceptance of the Project, these parcels shall be transferred by the Entity to DOTD, in full ownership, upon final inspection and acceptance of the Project by the DOTD. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the State Highway System and the assumption by the State of the obligations to maintain and operate the property and its improvements, if any, at DOTD's sole cost and expense.

Furthermore, both DOTD and the Entity agree to hold harmless and indemnify and defend the other party against any claims of third persons for loss or damage to persons or property resulting from the failure to maintain or to properly sign or provide and maintain signals or other traffic control devices on the property acquired pursuant to this Agreement.

ARTICLE X: PERMITS

The Responsibility Table defines whether DOTD or the Entity shall be obligated to obtain the permits and the approvals necessary for the Project, whether from private or public individuals and pursuant to local, State or Federal rules, regulations, or laws.

ARTICLE XI: UTILITY RELOCATION/RAILROAD COORDINATION

If specified in the Funding Table, companies that have compensable interest and whose utilities must be relocated will be reimbursed relocation costs from project funds.

The responsible party, as defined in the Responsibility Table, shall be obligated to obtain, from affected utility companies or railroads, all agreements and designs of any required systems or relocations.

Entity will be required to obtain relocation and other necessary agreements related to utilities or railroads on Entity owned routes. The Entity will be required to submit a Utility Assurance Letter to the DOTD Project Manager prior to the letting of the Project.

The Entity is responsible for any and all costs associated with utility relocations, adjustments and construction time delays on non-state routes after the project is awarded.

If the Entity is the responsible party, then it shall comply with all utility relocation processes as specified in the LPA Manual.

DOTD will obtain agreements to relocate utilities and coordinate with railroads on state routes.

ARTICLE XII: BIDS FOR CONSTRUCTION

DOTD shall prepare construction proposals, advertise for and receive bids for the work, and award the contract to the lowest responsible bidder. Construction contracts will be prepared by DOTD after the award of contract.

For Entity held contracts, DOTD will advertise for and receive bids for the work in accordance with DOTD's standard procedures. All such bids will be properly tabulated, extended, and summarized to determine the official low bidder. DOTD will then submit copies of the official bid tabulations to the Entity for review and comment while the DOTD Review Committee will concurrently analyze the bids. The award of the contract shall comply with all applicable State and Federal laws and the latest edition of the Louisiana Standard Specifications for Roads and Bridges. The Entity will be notified when the

official low bid is greater than the estimated construction costs. The contract will be awarded by DOTD on behalf of the Entity following the favorable recommendation of award by the DOTD Review Committee and concurrence by the Federal Highway Administration (FHWA) and the Entity. The Entity is responsible for all costs above the amounts shown in their MPO's TIP and must acknowledge this with an approval letter, unless additional state/Federal funds are made available. DOTD will transmit the construction contract to the Entity for its further handling toward execution. The Entity will be responsible for construction contract recordation with the Clerk of Court in the Project's parish. A receipt of filing shall be sent to DOTD Financial Services Section. DOTD will, at the proper time, inform the Entity in writing to issue to the Contractor an official NTP for construction.

ARTICLE XIII: CONSTRUCTION ENGINEERING AND INSPECTION

If it is specified in the Funding Table, construction engineering and inspection is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated, to complete the work specified in this Article.

If DOTD is obligated to complete the work specified in this Article, DOTD will perform the construction engineering and inspection using funds as specified in the Funding Table.

If the Entity is obligated to complete the work specified in this Article, the Entity will either perform the construction engineering and inspection with in-house staff or will hire a consultant to perform the work. If federal funds are specified in the Funding Table for construction engineering and inspection, the selection of any consultant will be as provided in Article V, above. The construction engineering and inspection must be performed by a professional licensed to perform the type of work being performed.

DOTD will assign a representative from a District Office to serve as the District Project Coordinator during project construction. The District Project Coordinator will make intermittent trips to the construction site to ensure that the construction contractor is following established construction procedures and that applicable federal and state requirements are being enforced. The District Project Coordinator will advise the LPA Responsible Charge of any discrepancies noted and, if necessary, will direct that appropriate remedial action be taken. Failure to comply with such directives will result in the withholding of Federal funds by DOTD until corrective measures are taken by the Entity.

Except where a deviation has been mutually agreed to in writing by both DOTD and the Entity, the following specific requirements shall apply:

1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the Project Engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.
2. All construction inspection personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD construction personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD. Construction inspection personnel shall be responsible for ensuring conformity with the plans and specifications.
3. All construction procedures must be in accordance with DOTD guidelines and policies established by the latest editions of the Construction Contract Administration Manual, the Engineering Directives and Standard Manual (EDSM), and any applicable memoranda. DOTD shall make these documents available to the Entity for use by project personnel.
4. Construction documentation shall be performed in Site Manager by the Entity or the Entity's consultant. All documentation of pay quantities must conform to the requirements of DOTD as outlined in the Construction Contract Administration Manual, latest edition. DOTD shall make these documents available to the Entity for use by project personnel.
5. Quality assurance personnel must follow appropriate quality assurance manuals for all materials to be tested and insure that proper sampling and testing methods are used. Sampling shall be done in accordance with DOTD's Sampling Manual or as directed by DOTD through Site Manager Materials.
6. If the Entity is obligated to perform testing, as per the Responsibility Table, the Entity will be responsible for all costs associated with the material testing, and any utilized laboratory must be accredited and approved by DOTD. Approved accreditation companies are listed on the Materials Lab website. DOTD may, in its sole discretion, if appropriate and if requested by the entity, perform testing at its Material Testing lab.
7. All laboratory personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD laboratory personnel. When certification in a specific area is required, these personnel must meet the certification requirements of DOTD.

8. Shop drawing review is the responsibility of the design engineer.
9. The Entity or the Entity's consultant shall prepare and submit the final records to DOTD within a maximum of 30 days from the date of recordation of the acceptance of the project for projects under \$2 million and 60 day for projects over \$2 million.

The Consultant and/or the Entity shall be required to comply with all parts of this section while performing duties as Project Engineer.

ARTICLE XIV: SUBCONTRACTING

Any subcontracting performed under this Project with state or federal funds either by consulting engineers engaged by the Entity or the construction contractor must have the prior written consent of DOTD. In the event that the consultant or the contractor elects to sublet any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (a) Including qualified DBE on solicitation lists.
- (b) Assuring that DBE are solicited whenever they are potential sources.
- (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.
- (d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE.
- (e) Using the services and assistance of the Office of Disadvantaged Business Enterprise of the Department of Commerce and the Community Services Administration as required.

Also, the Contractor is encouraged to procure goods and services from labor surplus areas.

ARTICLE XV: DBE REQUIREMENTS

It is the policy of DOTD that it shall not discriminate on the basis of race, color, national origin, or gender in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. DOTD shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT

assisted contracts. The DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement.

The Entity or its consultant agrees to ensure that the “Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts” are adhered to for the duration of this Project. These contract provisions shall apply to any project with a DBE Goal and must be included in the requirements of any contract or subcontract. Failure to carry out the requirements set forth shall constitute a breach of this agreement and, after notification by DOTD, may result in DOTD withholding funds, termination of this agreement by DOTD, or other such remedy as DOTD deems appropriate.

DOTD will include as part of the solicitation of bids a current list containing the names of firms that have been certified as eligible to participate as a DBE on US DOT assisted contracts. This list indicates the project numbers and letting date for which this list is effective. Only DBEs listed on this list may be utilized to meet the established DBE goal for these projects. It is the Entity or its contractor’s responsibility to monitor that only the certified DBEs committed to this Project are performing the work items they were approved for.

The above requirements shall be included in all contract and/or subcontracts entered into by the Entity or its contractor.

ARTICLE XVI: DIRECT AND INDIRECT COSTS

Any DOTD direct or indirect costs associated with this Project may be charged to this Project.

If the Entity is indicated in the Responsibility Table as being responsible for a Stage/Phase, the Entity may be eligible for reimbursement of direct and/or indirect costs incurred related to administration of the contract for such Stage/Phase. Per 2 CFR 200, an Entity must establish and maintain effective internal controls over Federal award to provide reasonable assurance that awards are being managed in compliance with federal laws and regulations. The Entity must verify this to DOTD by completing and signing the Risk Assessment form. The Entity’s failure to comply with these requirements may result in Agreement termination.

As per 2 CFR 200 the Entity may receive indirect costs if it has a financial tracking system that can track direct costs incurred by the project. An entity that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs as per 2CFR 200.68 Modified Total Direct Cost (MTDC). If chosen, this

methodology once elected must be used consistently for all Federal awards until such time as the Entity chooses to negotiate for a rate, which the Entity may apply to do at any time.

Allowable direct and indirect costs: Determination of allowable direct and indirect costs will be made in accordance with the applicable Federal cost principles, e.g. 2 C.F.R. Part 200 Subpart E.

Disallowed direct and indirect costs: Those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

ARTICLE XVII: RECORD RETENTION

The Entity and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation Stage/Phases for this Project, and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by DOTD and/or Legislative Auditor, FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested. If documents are not produced, the Entity will be required to refund the Federal Funds.

For all Stage/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, the final invoice and audit shall be hand delivered to DOTD.

Record retention may extend beyond 5-years if any of the following apply:

- (a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the entity is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

ARTICLE XVIII: CANCELLATION

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made have been made; however, this Agreement may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the Entity should it desire to cancel the Project prior to the receipt of bids, provided any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity.
3. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project.
4. By DOTD due to failure by the Entity to progress the Project forward or follow the specific program guidelines (link found on the LPA website). The Program Manager will provide the Entity with written notice specifying such failure. If within 60 days after receipt of such notice, the Entity has not either corrected such failure, or, in the event it cannot be corrected within 60 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then DOTD shall terminate the Agreement on the date specified in such notice. Any Federal/State costs that have been incurred for the development of the Project shall be repaid by the Entity to DOTD. The Entity will not be eligible for other LPA projects for a minimum of 12 months or until any repayment is rendered.
5. If the project has not progressed to construction within the time periods provided for below, then the Project will be cancelled and all expended Federal funds must be refunded to DOTD.

(1) *Project for acquisition of rights-of-way.* In the event that actual construction on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is authorized, the Entity will repay to DOTD the sum or sums of Federal funds paid under the terms of this agreement.

(2) *Preliminary engineering project.* In the event that right-of-way acquisition, or actual construction, for which this preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the Entity will repay to DOTD the sum or sums of Federal funds paid to the transportation department under the terms of the agreement.

6. Failure to comply with the requirements of 2 C.F.R. 200.302 and Title 23, U.S.C.

ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS

The Entity agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Entity agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age religion, sex, sexual orientation, gender identity, national origin, veteran status, genetic information, political affiliation or disabilities.

Any act of discrimination committed by the Entity, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

ARTICLE XX: INDEMNIFICATION

The Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, in addition to responsibilities listed in the required MOI Plan, the Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of the installation and the use of these items. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

ARTICLE XXI: CONSTRUCTION, FINAL INSPECTION AND MAINTENANCE

Construction– DOTD

In the event that DOTD is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project by DOTD and delivery of the Final Acceptance to the Entity, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify the Entity so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to the Entity, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify Entity so that they may have representatives present for such inspection.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, whether such improvements are located on right-of-way owned by DOTD or the Entity, in addition to responsibilities listed in the required MOI Plan, upon the Final Acceptance of the Project, the Entity shall assume the ownership and maintenance of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

Construction– Entity

In the event that the Entity is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If **DOTD** is the roadway owner of any control section of the Project, as per the Responsibility Table, then before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have

representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor, which will be recorded with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by the Entity in the appropriate parish. Before making the final inspection, the Entity shall notify DOTD so that they may have representatives present for such inspection.

If the **Entity** is the roadway owner of any control sections of the Project, as per the Responsibility Table, before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor, which will be recorded with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to DOTD and FHWA.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, in addition to responsibilities listed in the required MOI Plan required above, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

ARTICLE XXII: HOUSE BILL 1 COMPLIANCE

The Entity shall fully comply with the provisions of House Bill 1, if applicable, by submitting to DOTD, for approval, the comprehensive budget for the Project showing all anticipated uses of the funds appropriated, an estimate of the duration of the Project, and a plan showing specific goals and objectives for the use of the appropriated funds, including measures of performance.

The Entity understands and agrees that no funds will be transferred to the Entity prior to receipt and approval by DOTD of the submissions required by House Bill 1.

ARTICLE XXIII: COMPLIANCE WITH LAWS

The parties shall comply with all applicable federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (LSA-R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Re S. Delchance
Billy Raymond

STATE OF LOUISIANA
St. Charles Parish
BY: [Signature]
Larry Cochran
Typed or Printed Name
Parish President
Title
Taxpayer Identification Number
07-944-8924
DUNS Number
20.205
CFDA Number

WITNESSES:

New Orleans Regional Planning
Commission

WITNESSES:

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
BY: _____
Secretary

RECOMMENDED FOR APPROVAL:

BY: _____

2017-0249

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 17-8-9

An ordinance to approve and authorize the Lafourche Basin Levee District to expropriate the necessary real estate interest to a portion of land designated as Parcel 19-7 for the Sunset Drainage District Levee in St. Charles Parish, Louisiana, and to authorize the transfer of the necessary funding thereof.

- WHEREAS,** the Parish of St. Charles has determined a public need to protect the property owners within the Sunset Drainage District from flooding of tidal water of the Gulf of Mexico with the West Bank Hurricane Protection Levee, Sunset Drainage District Levee, Burlington Northern Santa Fe Railroad to LA Highway 306, Paradis & Bayou Gauche, St. Charles Parish, Louisiana, STA. 830+00.00 to 962+07.17 (North) 10+00.00 (South) to 310+00.00 "Project"; and,
- WHEREAS,** the Parish of St. Charles has entered into a Cooperative Endeavour Agreement with the Lafourche Basin Levee District per Ordinance No. 09-8-2 on August 3, 2009 to acquire the necessary real estate interest to construct, operate, and maintain the project; and,
- WHEREAS,** it is necessary for Lafourche Basin Levee District to acquire the real estate interest from landowners for the Project without delay; and,
- WHEREAS,** the Lafourche Basin Levee District has provided just compensation offers and negotiated in good faith with the landowner, The Succession of Barry Guidry to acquire the necessary real estate interests identified as Parcel 19-7 at fair market values established by two (2) certified independent appraisals; and,
- WHEREAS,** in the event landowners cannot or refuse to grant the necessary rights and the required real estate cannot be amicably acquired, the Lafourche Basin Levee District will be forced to expropriate to acquire the interests; and,
- WHEREAS,** Article 5, Item C of the Cooperative Endeavour Agreement states the decision to expropriate shall be at the sole discretion of the Parish of St. Charles as evidenced by written authorization of the Parish President and the transfer of funds required for deposit in the registry of the court prior to filing of the expropriation proceedings; and,
- WHEREAS,** the fair market value of the required real estate interest to be acquired for the Project designated as Parcel 19-7 has been established as \$7,100 by the higher of two (2) appraisal reports prepared by licensed appraisers and reviewed by an independent third-party licensed appraiser.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That there is hereby a public need for the property designated as Parcel 19-7 to construct, maintain, and operate the Project.

SECTION II. That the Lafourche Basin Levee District is hereby authorized to expropriate the required real estate interest designated as Parcel 19-7 in the event the landowner refuses to grant the necessary rights.

SECTION III. That the Parish hereby authorizes the transfer of \$7,100.00 in project funding to the Lafourche Basin Levee District for the expropriation of said property.

SECTION IV. That the Parish President is hereby authorized to execute any and all documents necessary to complete said expropriation on behalf of the Parish of St. Charles.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FLETCHER

NAYS: NONE

ABSENT: FISHER-PERRIER

And the ordinance was declared adopted the 14th day of August, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Terrell D. Wilson

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: [Signature]

APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: [Signature]

AT: 9:15a RECD BY: [Signature]

2017-0250

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)**

RESOLUTION NO. 6299

A resolution providing mandatory supporting authorization for approval of a Special Permit Use for an accessory dwelling unit (ADU) on land zoned R-1A 578 Pine Street, Norco as requested by John Hamilton.

WHEREAS, the applicant, John Hamilton, desires to obtain a Special Permit Use for an accessory dwelling unit on land zoned R-1A at 578 Pine Street, Norco; and,

WHEREAS, the Planning & Zoning Department recommended approval of the Special Permit Use for an accessory dwelling unit on land zoned R-1A at 578 Pine Street, Norco; and,

WHEREAS, the Planning & Zoning Commission approved the Special Permit Use for an accessory dwelling unit on land zoned R-1A at 578 Pine Street, Norco.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL provides this resolution in support of the Planning and Zoning Commission's decision to issue a Special Permit Use for an accessory dwelling unit on land zoned R-1A at 578 Pine Street, Norco, as requested by John Hamilton.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FLETCHER
NAYS: NONE
ABSENT: FISHER-PERRIER

And the resolution was declared adopted this 14th day of August, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Tennell D. Tillman
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: 9:15a RECD BY: [Signature]

2017-0253

RESOLUTION NO. 6300

A resolution to appoint Mr. Johnny Bourgeois to the St. Charles Parish Communications District representing the Firemen's Association.

WHEREAS, There exists a vacancy on the **ST. CHARLES PARISH COMMUNICATIONS DISTRICT**; due to the expiration of the term of Mr. Reginald Gaubert on August 19, 2017; and,

WHEREAS, It is the desire of the Parish Council to fill this vacancy; and,

NOW, THEREFORE, BE IT RESOLVED, that Mr. Johnny Bourgeois
16 Lasso Lane, St. Rose, Louisiana 70087 is hereby appointed to the **ST. CHARLES PARISH COMMUNICATIONS DISTRICT**; and,

BE IT FURTHER RESOLVED that said appointment shall be effective **IMMEDIATELY** and shall expire **AUGUST 19, 2021**.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FLETCHER

NAYS: NONE

ABSENT: FISHER-PERRIER

And the resolution was declared adopted this 14th day of August, 2017, to become effective five (5) days after publication in the Official Journal.

APPOINT 911. (Firemen's Association.2).doc

CHAIRMAN: Tennell D. Lubbear

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: [Signature]

APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: [Signature]

AT: 9:15a RECD BY: [Signature]