



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

Monday, September 17, 2018

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present 8 - 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
Absent 1 - Wendy Benedetto

Also Present

Parish President Larry Cochran, Executive Secretary Robin Delahoussaye, Legal Services Director Robert Raymond, Chief Administrative Officer Billy Raymond, Executive Director Darrin Duhe, Executive Director Dwayne LaGrange, Finance Director Grant Dussom, Public Works/Wastewater Director Clayton Fauchaux, Wastewater Assistant Director L.J. Brady, Planning & Zoning Director Michael Albert, Interim Public Information Officer Adrienne Bourgeois, Personnel Officer Dayna Parker

CALL TO ORDER

PRAYER

Bonnie Pepper Cook, SE District Constitution Week Chairman
Daughters of the American Revolution

PLEDGE

Sheila Curry, New Orleans Chapter Librarian
Daughters of the American Revolution

APPROVAL OF MINUTES

A motion was made by Councilmember Fletcher, seconded by Councilmember Wilson, to approve the minutes from the regular meeting of August 6, 2018. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Benedetto

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)2018-0225**Board of Review****Sponsors:** Mr. Gibbs

Chairman Gibbs stated that as advertised by the assessor in the official journal, the assessment list has been exposed daily for inspection by the taxpayers and other interested persons for a period of fifteen calendar days. The assessor has certified the assessment list to the council, acting as the board of review, to receive any written or oral complaints from taxpayers desiring to protest their assessment.

Chairman Gibbs announced for the record that no assessment appeals were submitted.

Mr. Tab Troxler, Assessor, commented on the 2018 Assessment Roll as submitted by the Assessor.

Council Discussion

Mr. Troxler spoke on the matter.

A motion was made by Councilmember Clulee, seconded by Councilmember Fisher-Perrier, to accept and certify the 2018 Assessment Roll as submitted by the Assessor to the Louisiana Tax Commission. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Benedetto

Certified Assessment List**1** 2018-0238

Proclamation: "Constitution Week"

Sponsors: Mr. Cochran**Read****2** 2018-0239

In Recognition: Seven Renee' Champagne, Housing Authority Board of Commissioners

Sponsors: Mr. Cochran**Read**

3 2018-0246

In Recognition: Ronnie Madere, Civil Service Board

Sponsors: Mr. Gibbs

Read

4 2018-0240

Proclamation: "National Hunting and Fishing Day"

Sponsors: Mr. Hogan

Read

5 2018-0241

Proclamation: Alligator Weekend in St. Charles Parish

In Recognition: Ms. Christine Trevett - "Ms. Alligator"

Sponsors: Ms. Clulee

Read

6 2018-0242

In Recognition: Kristal Marie Breaux, 2018 Alligator Festival Miss Queen

Sponsors: Mr. Woodruff

Read

7 2018-0243

In Recognition: Naomi Autumn Davis, 2018 Alligator Festival Teen Queen

Sponsors: Ms. Benedetto

Read

8 2018-0244

Proclamation: United Way Month in St. Charles Parish

Battle for the Paddle Cook-Off

Sponsors: Ms. Fisher-Perrier

Read

9 2018-0245

Proclamation: "National Breast Cancer Awareness Month in St. Charles Parish"

Sponsors: Ms. Bellock

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)**2018-0250**

River Parishes Transit Authority

Ms. Evangeline Jackson Martin, General Manager

Councilwoman Bellock spoke on the matter.

Ms. Martin spoke on the matter.

Councilwoman Clulee spoke on the matter.

Councilwoman Fisher-Perrier spoke on the matter.

Mr. John Dias, RPTA Board Member spoke on the matter.

Councilman Hogan spoke on the matter.

Reported

2018-0251

St. Charles Council on Aging, Inc.

Ms. April Keller, Director

Reported

2018-0230

Department of Public Works

Report Deferred to October 1, 2018

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN GIBBS 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, OCTOBER 1, 2018, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2018-0247

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 3 Alcoholic Beverages, Article II. License, Section 3-15. Term, fee, permits required, transferability., (d) *Hours of operation, penalties.* (2) by deleting a. through f. and adding (2) a.

Sponsors: Mr. Cochran, Mr. Wilson, Mr. Gibbs, Mr. Woodruff and Ms. Fisher-Perrier

Publish/Scheduled for Public Hearing to the Parish Council on October 1, 2018

2018-0249

An ordinance to provide for the installation of an “**ALL-WAY STOP**” sign at the intersections of Early Street with Taylor Street and Early Street with Scott Street, in Paradis.

Sponsors: Mr. Hogan and Mr. Woodruff

Publish/Scheduled for Public Hearing to the Parish Council on October 1, 2018

2018-0252

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the Louisiana Department of Natural Resources (LDNR) for “St. Charles Parish Local Coastal Program Implementation”.

Sponsors: Mr. Cochran, Department of Planning & Zoning and Coastal Zone Management Section

Publish/Scheduled for Public Hearing to the Parish Council on October 1, 2018

2018-0253

An ordinance to amend the St. Charles Parish Code of Ordinances Chapter 4, Animals and Fowl, Article I. In General, by revising Section 4-10. Keeping of animals not considered pets and keeping of exotic animals., (a) to reduce the required "no objection letter" provision to abutting property owners for chickens.

Sponsors: Mr. Woodruff

Publish/Scheduled for Public Hearing to the Parish Council on October 1, 2018

2018-0254

An ordinance to approve and authorize the Parish President to accept the donation of improvements of the "up ramp access" to the Pedestrian/Bicycle Path on the crown of the Mississippi River in New Sarpy, St. Charles Parish, Louisiana, from Valero Refining-New Orleans, L.L.C. which property is more particularly described in the Act of Donation of Improvements attached hereto and made a part hereof.

Sponsors: Mr. Cochran

Publish/Scheduled for Public Hearing to the Parish Council on October 1, 2018

2018-0255

An ordinance to amend the Code of Ordinances to modify permit fees, Chapter 6, Buildings and Building Regulations, Article II, Section 6-15. Fees, by adding Warehousing as a Permit Type and setting fees for said permitting.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on October 1, 2018

2018-0258

An ordinance to amend the Code of Ordinances to add uses to the Medical Services (MS) Zoning District, Appendix A. Section VI.I.1.a, by adding Professional and sub-professional offices.

Sponsors: Ms. Clulee

Publish/Scheduled for Public Hearing to the Parish Council on October 1, 2018

2018-0259

An ordinance to approve and authorize the execution of Amendment No. 2 to Ordinance No. 13-4-12, which approved a Professional Services Contract with Dr. Joseph N. Suhayda for the St. Charles Parish Digital-Flood Insurance Rate Map Appeal to increase the contract amount for basic consulting services and to amend the scope of work.

Sponsors: Mr. Cochran and Coastal Zone Management Section

Publish/Scheduled for Public Hearing to the Parish Council on October 1, 2018

2018-0263

An ordinance approving and authorizing the execution of Change Order No. 1 for the St. Charles Parish Courthouse Chiller Replacement Project #GB-07-1-17 to increase the contract amount by \$53,464.00.

Sponsors: Mr. Cochran and General Government Buildings

Publish/Scheduled for Public Hearing to the Parish Council on October 1, 2018

ORDINANCES / RESOLUTIONS SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

10 2018-0233

An ordinance to approve and authorize the execution of a professional service multi-phase project contract with MEYER ENGINEERS, LTD., for providing all necessary professional engineering services for the 2018 Montz Master Drainage Plan. (Parish Project Number P180803).

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 - Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Benedetto

Enactment No: 18-9-1

19 2018-0234

An ordinance to approve and authorize the execution of a professional service multi-phase project contract with DIGITAL ENGINEERING, for providing all necessary professional engineering services for a concrete-lined channel in a section of the Ormond Oaks ditch. (Parish Project Number P180802).

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 - Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Benedetto

Enactment No: 18-9-2

28 2018-0235

An ordinance to approve and authorize the execution of a contract with BLD Services, LLC, for Parish Project No. S150301A St. Rose Sewer Network Upgrade, with a Bid in the amount of \$949,825.

Sponsors: Mr. Cochran and Department of Wastewater

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 - Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Benedetto

Enactment No: 18-9-3

35 2018-0236

An ordinance to approve and authorize the execution of a contract with BLD Services, LLC, for Parish Project No. S170701 Hahnville Wastewater Treatment Plant (UV Upgrade), with a Bid in the amount of \$741,500.

Sponsors: Mr. Cochran and Department of Wastewater

Reported:

Public Works Department Recommended: Approval

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

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

Nay: 0

Absent: 1 - Benedetto

Enactment No: 18-9-4

2018-0237

A resolution providing supporting authorization to endorse the Preliminary Plat approval for Oak Alley Subdivision with waivers from the geometric standards regarding streets.

Sponsors: Mr. Gibbs

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Fletcher, to accept the revised version of File No. 2018-0237. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Benedetto

Amended

43 2018-0237

A resolution providing supporting authorization to endorse the Preliminary Plat approval for Oak Alley Subdivision with waivers from the geometric standards regarding streets.

Sponsors: Mr. Gibbs

Reported:

P & Z Department Recommended: Approval w/Stipulation Preliminary Plat: Approval with waivers from the geometric standards regarding streets.

Planning Commission Recommended: Approval w/Stipulation Preliminary Plat: Approval with waivers from the geometric standards regarding streets.

Speakers:

Mr. Michael Tabb, Murray Architects, Inc.

Public Hearing Requirements Satisfied

Council Discussion

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

Mr. Tabb spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION AS AMENDED

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

Nay: 0

Absent: 1 - Benedetto

Enactment No: 6370

RESOLUTIONS

44 2018-0248

A resolution to grant permission to the Knights of Columbus, Red Church Council No. 3634, 375 Spruce Street, Norco, LA 70079, to solicit contributions at the intersections of I-310 and River Road (Hwy 48) by the Eastbank Bridge Park, Ormond Boulevard and Airline Drive (U.S. 61), Ormond Boulevard and River Road, Greaud's Grocery Store on Apple Street, Winn Dixie at 12519 Airline Drive (U.S. 61), Destrehan, and River Road Market at 13572 River Road, Destrehan on October 19th and 20th, 2018, between the hours of 8:00 A.M. and 7:00 P.M.

Sponsors: Ms. Fletcher

Reported:

Councilwoman Fletcher Recommended: Approval

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Absent: 2 - Benedetto and Wilson

Enactment No: 6371

45 2018-0256

A resolution providing mandatory support for the Planning and Zoning Commission's approval for an accessory dwelling unit in an R-1A zoning district on Lot 126A, Square 1, Evangeline City Subdivision, municipal address 525 Evangeline Road, Montz as requested by Justin and Lynn Naquin.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval

Planning Commission Recommended: Approval

Public comment opened; no public comment

Council Discussion

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Absent: 2 - Benedetto and Fisher-Perrier

Enactment No: 6372

46 2018-0257

A resolution providing mandatory support for the Planning and Zoning Commission's approval for an accessory dwelling unit in an R-1A zoning district on Lot 19, Square 14, Willowridge Estates Phase V-A Subdivision, municipal address 118 Live Oak Lane, Luling as requested by Christopher Sperandeo.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval

Planning Commission Recommended: Approval

Public comment opened; no public comment

Council Discussion

Planning & Zoning Director Michael Albert spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

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

Nay: 0

Absent: 1 - Benedetto

Enactment No: 6373

2018-0260

A resolution requesting the Louisiana Department of Transportation & Development to re-stripe the center line on LA 631 (Old Spanish Trail) from LA 306 in Paradis to LA 52 (Paul Maillard Road) in Boutte.

Sponsors: Mr. Woodruff

Reported:

Councilman Woodruff Recommended: Approval

Public comment opened; no public comment

Council Discussion

Amendment: to amend the proposed resolution in the "SUMMARY" and in the "NOW, THEREFORE, BE IT RESOLVED Section" to change "... to re-stripe the center line ..." to read "... to re-stripe the center line and the outer lines ..."

A motion was made by Councilmember Woodruff, seconded by Councilmember Wilson, to Amend File No. 2018-0260. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Benedetto

Amended2018-0260

A resolution requesting the Louisiana Department of Transportation & Development to re-stripe the center line and the outer lines on LA 631 (Old Spanish Trail) from LA 306 in Paradis to LA 52 (Paul Maillard Road) in Boutte.

Sponsors: Mr. Woodruff

Further Council Discussion

Amendment: to amend the proposed resolution in the "SUMMARY" and in the "NOW, THEREFORE, BE IT RESOLVED Section" to change "... to re-stripe the center line and the outer lines..." to read "... to re-stripe the center line and the outer lines and to add reflective pavement markers along the center line ..."

A motion was made by Councilmember Woodruff, seconded by Councilmember Bellock, to Amend File No. 2018-0260. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Benedetto

Amended**47** 2018-0260

A resolution requesting the Louisiana Department of Transportation & Development to re-stripe the center line and the outer lines and to add reflective pavement markers along the center line on LA 631 (Old Spanish Trail) from LA 306 in Paradis to LA 52 (Paul Maillard Road) in Boutte.

Sponsors: Mr. Woodruff

Further Council Discussion

VOTE ON THE PROPOSED RESOLUTION AS AMENDED

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

Nay: 0

Absent: 1 - Benedetto

Enactment No: 6374

48 2018-0208

A resolution requesting that Council Chairman Dick Gibbs, the District III Council representative currently serving as Council Chairman, respond to all requests for communications made to him as Chairman by any and all Councilmembers serving in their elected position doing the people's business, and should Council Chairman Gibbs continue to choose or to find that he is unable to communicate with any councilmembers due to personal issues, personal feelings, or whatever the case may be, that he step down from serving as Council Chairman due to the fact that his lack of or unwillingness to communicate as Council Chairman is detrimental to the Council as a whole and ultimately to the residents of St. Charles Parish which the Council represents.

Sponsors: Mr. Hogan

Reported:

Councilman Hogan Recommended: Approval

Public comment opened; no public comment

Council Discussion

Parish President Larry Cochran spoke on the matter.

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

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

Yea: 1 - Hogan

Nay: 7 - Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Absent: 1 - Benedetto

Failed

49 2018-0261

A resolution requesting the termination of St. Charles Parish Legal Director Robert Raymond by the Parish President due his failure to serve the Council at the level expected of him.

Sponsors: Mr. Hogan

Reported:

Councilman Hogan Recommended: Approval

Public comment opened; no public comment

Council Discussion

Parish President Larry Cochran spoke on the matter.

Legal Services Director Robert Raymond spoke on the matter.

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

Yea: 0

Nay: 8 - Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Absent: 1 - Benedetto

Failed

APPOINTMENTS

2018-0262

A resolution to appoint a member to the River Parishes Tourist Commission.

Vacancy Announced

Chairman Gibbs expressed a special welcome to Michelle Impastato, the newly appointed Council Secretary.

ADJOURNMENT

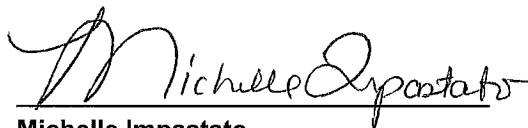
A motion was made by Councilmember Fletcher, seconded by Councilmember Hogan, to adjourn the meeting at approximately 7:54 pm. The motion carried by the following vote:

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

Nay: 0

Absent: 1 - Benedetto

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.



Michelle Impastato
Council Secretary

PROCLAMATION

WHEREAS, Our Founding Fathers, in order to secure the blessings of liberty for themselves and their posterity, did ordain and establish a Constitution for the United States of America; and,

WHEREAS, The Constitution of the United States, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law, not by man; and,

WHEREAS, September 17, 2018, marks the two hundred thirty-first (231st) anniversary of the signing of the Constitution of the United States of America by the Constitutional Convention in 1787; and provides an historic opportunity for all Americans to learn about and realize the achievements of the Framers of the Constitution, and the rights, privileges, and responsibilities it affords; and,

WHEREAS, it is the privilege and duty of all Americans to commemorate this two hundred thirty-first anniversary of the drafting of the Constitution of the United States with appropriate ceremonies and activities; and,

WHEREAS, Public Law No. 915 guarantees the issuing of a proclamation by the President of the United States of America designating September 17th through September 23rd of each year as CONSTITUTION WEEK.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY proclaim the week of September 17 – 23, 2018 as

"CONSTITUTION WEEK"

IN ST. CHARLES PARISH AND HEREBY URGE ALL CITIZENS TO STUDY THE CONSTITUTION, AND REFLECT ON THE PRIVILEGE OF BEING AN AMERICAN WITH ALL THE RIGHTS AND RESPONSIBILITIES WHICH THAT PRIVILEGE INVOLVES.

BE IT FURTHER RESOLVED THAT, WE, THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby commend the seven New Orleans District IV Chapters of the **NATIONAL SOCIETY-DAUGHTERS OF THE AMERICAN REVOLUTION**; Chapters: Bayou Lafourche, Francois de Lery, New Orleans, Oliver Pollock Chapter, Spirit of '76, St. Tammany, and Vieux Carre for their patriotic programs commemorating the occasion; and, to express gratitude for the privilege of American citizenship in our Republic functioning under that superb body of laws, **THE CONSTITUTION OF THE UNITED STATES.**

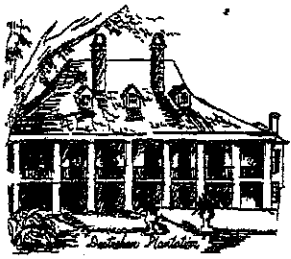
s/LARRY COCHRAN
LARRY COCHRAN
PARISH PRESIDENT
s/PAUL J. HOGAN, PE
PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B
s/TERRELL D. WILSON
TERRELL D. WILSON
COUNCILMAN, DISTRICT I
s/MARY K. CLULEE
MARY K. CLULEE
COUNCILWOMAN, DISTRICT II
s/DICK GIBBS
DICK GIBBS
COUNCILMAN, DISTRICT III

Daughters of the American Revolution2018.pcl

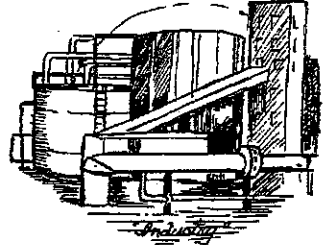
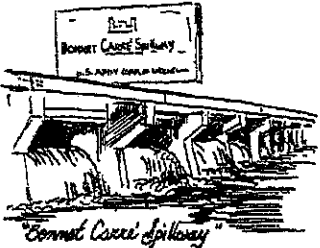
ABSENT
WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A
s/WILLIAM BILLY WOODRUFF
WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV
s/MARILYN B. BELLOCK
MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V
s/TRACI A. FLETCHER
TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI
s/JULIA FISHER-PERRIER
JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

The Parish of St. Charles

September 17, 2018



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

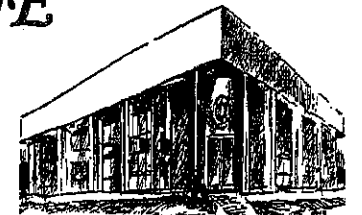
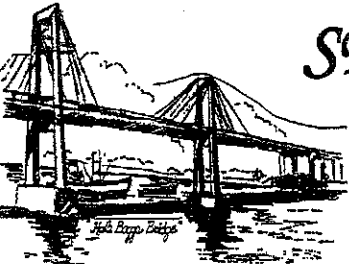


HOUSING AUTHORITY BOARD OF COMMISSIONERS



SEVEN RENEE' CHAMPAGNE

June 12, 2000 – June 19, 2018



"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

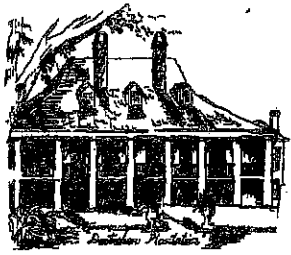
MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

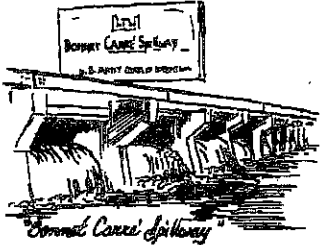
JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

The Parish of St. Charles

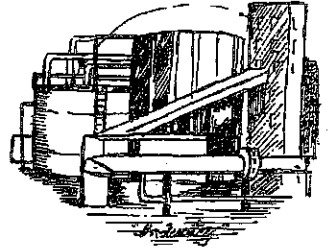
September 17, 2018



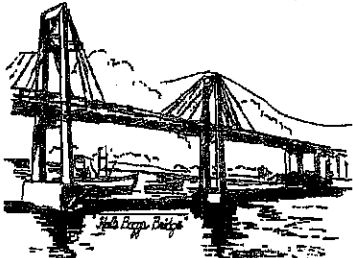
The St. Charles Parish Council
and the Parish President
Deeply Appreciate
Your Years of Service
as a member of the



CIVIL SERVICE BOARD

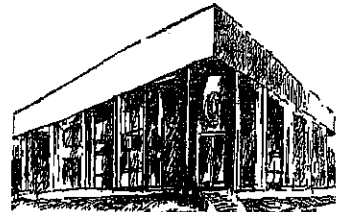


Representing the
Louisiana Civil Service League



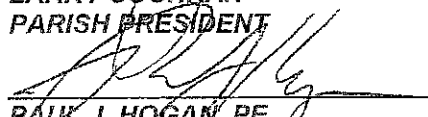
RONNIE MADERE

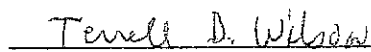
June 15, 1998 – August 15, 2018



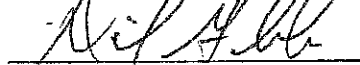
"PARISH OF PLENTY"
created in 1807 from the county of the
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LARRY COCHRAN
PARISH PRESIDENT


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

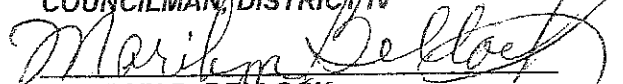

TERRELL D. WILSON
COUNCILMAN, DISTRICT I



MARY K. GLULEE
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

PROCLAMATION

WHEREAS, since 1972, National Hunting and Fishing Day has recognized the vital role sportsmen play in conserving this Nation’s fish and wildlife resources; and,
WHEREAS, because of the outstanding contributions that America’s hunters and anglers have made to conservation, recreation, and the economy, they are deserving of special recognition; and,
WHEREAS, since the turn of the 20th century, hunters and anglers have been the leader in nearly all major conservation programs and these sportsmen-conservationists are responsible for the founding of the State Fish and Game Departments to all 50 states asking that they themselves be required to buy licenses and that the money collected be used to support state conservation agencies; and,
WHEREAS, these sportsman-financed programs have led to the dramatic comeback of many species that appeared to be headed for extinction at the turn of the century. The populations of white-tailed deer, elk, antelope, wild turkey, wood ducks, and many other species are now restored to the healthy and abundant numbers they once enjoyed; and,
WHEREAS, we would like to take this opportunity to commend hunters and anglers for their efforts on behalf of wildlife and for their contributions to conservation.
NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM **SATURDAY, SEPTEMBER 22, 2018 AS**

“NATIONAL HUNTING AND FISHING DAY”

IN ST. CHARLES PARISH AND URGE ALL CITIZENS TO JOIN WITH SPORTSMEN-CONSERVATIONIST IN THEIR EFFORTS TO ENSURE THE WISE USE AND PROPER MANAGEMENT OF OUR NATURAL RESOURCES TO BENEFIT FUTURE GENERATIONS.

s/LARRY COCHRAN
LARRY COCHRAN
PARISH PRESIDENT
s/PAUL J. HOGAN, PE
PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B
s/TERRELL D. WILSON
TERRELL D. WILSON
COUNCILMAN, DISTRICT I
s/MARY K. CLULEE
MARY K. CLULEE
COUNCILWOMAN, DISTRICT II
s/DICK GIBBS
DICK GIBBS
COUNCILMAN, DISTRICT III

ABSENT
WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A
s/WILLIAM BILLY WOODRUFF
WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV
s/MARILYN B. BELLOCK
MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V
s/TRACI A. FLETCHER
TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI
s/JULIA FISHER-PERRIER
JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

PROCLAMATION

WHEREAS, the St. Charles Rotary Club will sponsor its Thirty-ninth Annual "Alligator Festival" September 27, 28, 29, and 30, 2018; and,

WHEREAS, the festival has grown in popularity every year and continues to attract people to St. Charles Parish to enjoy a weekend of delicious food and live entertainment; and,

WHEREAS, the festival helps to publicize the economic and nutritious aspects of the alligator; and,

WHEREAS, proceeds from this festival benefit scholarship funds awarded to area high school students.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM **SEPTEMBER 27, 28, 29, AND 30, 2018, AS**

"ALLIGATOR WEEKEND IN ST. CHARLES PARISH"

AND ENCOURAGE ALL CITIZENS IN THE PARISH TO ATTEND THE FESTIVAL AT THE ST. CHARLES PARISH WEST BANK BRIDGE PARK.

BE IT FURTHER RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, ON BEHALF OF THE MEMBERS OF THE ST. CHARLES ROTARY CLUB, DO HEREBY PROCLAIM ROTARY CLUB PRESIDENT **CHRISTINE TREVETT AS "MS. ALLIGATOR".**

s/LARRY COCHRAN

LARRY COCHRAN

PARISH PRESIDENT

s/PAUL J. HOGAN, PE

PAUL J. HOGAN, PE

COUNCILMAN AT LARGE, DIV. B

s/TERRELL D. WILSON

TERRELL D. WILSON

COUNCILMAN, DISTRICT I

s/MARY K. CLULEE

MARY K. CLULEE

COUNCILWOMAN, DISTRICT II

s/DICK GIBBS

DICK GIBBS

COUNCILMAN, DISTRICT III

ALLIGATR2018.PCL

ABSENT

WENDY BENEDETTO

COUNCILWOMAN AT LARGE, DIV. A

s/WILLIAM BILLY WOODRUFF

WILLIAM BILLY WOODRUFF

COUNCILMAN, DISTRICT IV

s/MARILYN B. BELLOCK

MARILYN B. BELLOCK

COUNCILWOMAN, DISTRICT V

s/TRACI A. FLETCHER

TRACI A. FLETCHER

COUNCILWOMAN, DISTRICT VI

s/JULIA FISHER-PERRIER

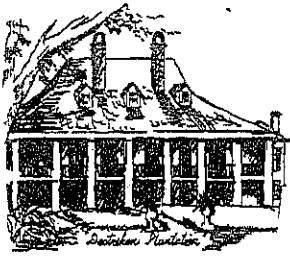
JULIA FISHER-PERRIER

COUNCILWOMAN, DISTRICT VII

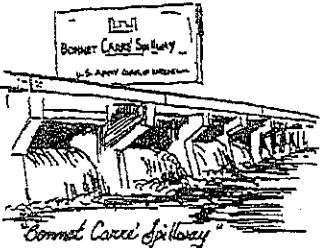
The Parish of St. Charles

September 17, 2018

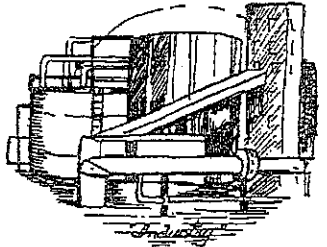
IN RECOGNITION



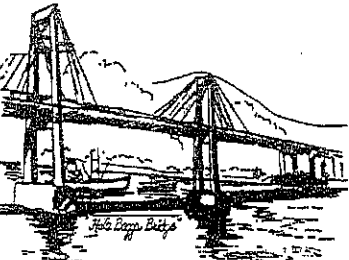
WHEREAS, Kristal Marie Breaux is a resident of St. Charles Parish, residing in Bayou Gauche. She is the daughter of Ken Breaux of Bayou Gauche and Sandra Garza of Baton Rouge and has three siblings, Ezra Garza, Zachary and Jacob Breaux; and,



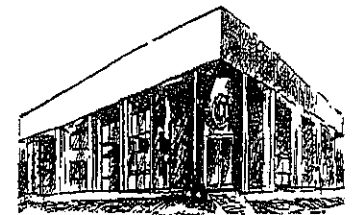
WHEREAS, on Saturday, August 18, 2018, Kristal was crowned 2018 Alligator Festival Miss Queen at the Alligator Festival Pageant held at Hahnville High School in Boutte; and,



WHEREAS, Kristal will represent St. Charles Parish, the Alligator Festival, and the Rotary Club of St. Charles Parish at several fairs and festivals throughout Louisiana.



NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to

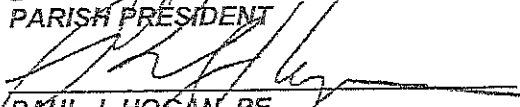


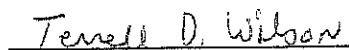
KRISTAL MARIE BREAUX

2018 ALLIGATOR FESTIVAL MISS QUEEN

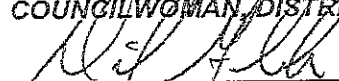
"PARISH OF PLenty"
created in 1807 from the county of the
"German Coast", a parish of
unprecedented economic and social
development, known for its
hospitality, rural living and sporting
opportunities... with the added
distinction of being located
on both sides of the
Mighty Mississippi River.


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

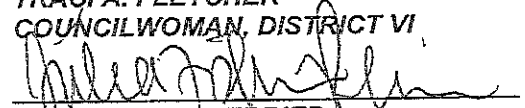

DICK GIBBS
COUNCILMAN, DISTRICT III


WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A


WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV


MARILYN B. BELL
COUNCILWOMAN, DISTRICT V

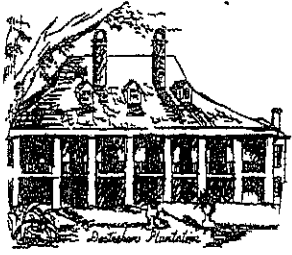

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI


JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

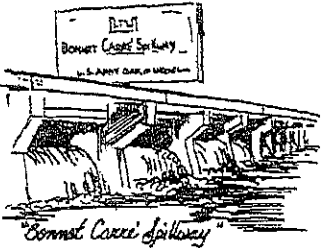
The Parish of St. Charles

September 17, 2018

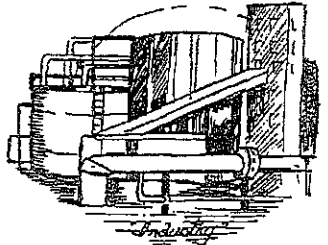
IN RECOGNITION



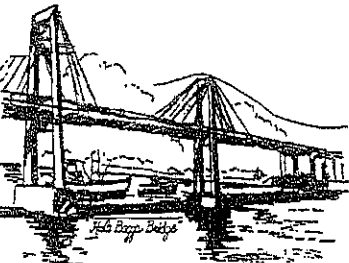
WHEREAS, Naomi Autumn Davis is a resident of St. Charles Parish, residing in Luling. She is the daughter of Sheryl Davis and Kenneth "Wayne" Davis and has two siblings, Nicole Davis and Hunter Terrell; and,



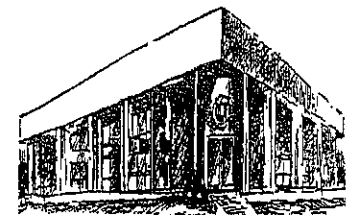
WHEREAS, on Saturday, August 18, 2018, Naomi was crowned 2018 Alligator Festival Teen Queen at the Alligator Festival Pageant held at Hahnville High School in Boutte. She also received the Fashion and Photogenic Awards; and,



WHEREAS, Naomi will represent St. Charles Parish, the Alligator Festival, and the Rotary Club of St. Charles Parish at several fairs and festivals throughout Louisiana.



NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to





NAOMI AUTUMN DAVIS

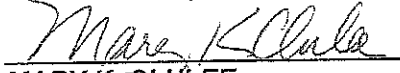
2018 ALLIGATOR FESTIVAL TEEN QUEEN

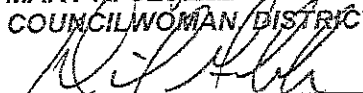
"PARISH OF PLENTY"
created in 1807 from the county of the
"German Coast", a parish of
unprecedented economic and social
development, known for its
hospitality, rural living and sporting
opportunities... with the added
distinction of being located
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Mighty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

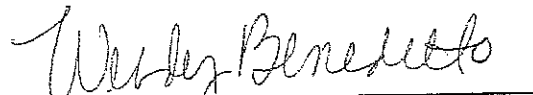

LARRY COCHRAN
PARISH PRESIDENT

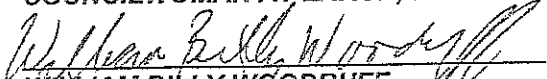

PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B



TERRELL D. WILSON
COUNCILMAN, DISTRICT I



MARY K. CLULEE
COUNCILWOMAN, DISTRICT II


DICK GIBBS
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WILLIAM BILLY WOODRUFF
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COUNCILWOMAN, DISTRICT V


TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI


JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

PROCLAMATION

WHEREAS, *United Way of St. Charles was established in November of 1955, to unite the entire community in a system of volunteers, donors, and agencies, for the purpose of improving the quality and quantity of human care services for the citizens of St. Charles Parish; and,*

WHEREAS, *the United Way of St. Charles serves as a critical link which unites all community participants to build a stronger, healthier, more compassionate St. Charles Parish; and,*

WHEREAS, *business, industry, government, and hundreds of volunteers come together each year in St. Charles Parish to participate in raising the needed financial resources through the Annual United Way Campaign; and,*

WHEREAS, *thousands in St. Charles Parish contribute financial resources that are used to improve the lives of tens of thousands of people by providing funding for basic and emergency needs, health and rehabilitation, financial stability, counseling, education, recreation, and youth and senior services; and,*

WHEREAS, *the St. Charles Parish Council and Parish President wish to join the great people of St. Charles Parish who care about continuing to improve the quality of life for all in our community by supporting the 2018 Annual Campaign of the United Way of St. Charles.*

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THURSDAY, OCTOBER 4, 2018, AS A DAY OF FUN AND FESTIVITIES FOR ALL IN ST. CHARLES PARISH AND PROCLAIM THE MONTH OF OCTOBER 2018 AS

"UNITED WAY OF ST. CHARLES MONTH"

WE URGE ALL CITIZENS IN ST. CHARLES PARISH TO ATTEND THE SEVENTEENTH ANNUAL UNITED WAY OF ST. CHARLES BATTLE FOR THE PADDLE; A GUMBO AND JAMBALAYA COOK-OFF TO BE HELD **OCTOBER 4, 2018, FROM 3:00 PM TO 7:30 PM AT THE EDWARD A. DUFRESNE COMMUNITY CENTER, 274 JUDGE EDWARD DUFRESNE PARKWAY IN LULING.**

BE IT FURTHER RESOLVED, THAT THE UNITED WAY FLAG SHALL FLY ON THE GROUNDS OF THE PARISH COURTHOUSE FOR THIS PERIOD AS A CONSTANT REMINDER TO THE GREAT CITIZENS OF OUR PARISH OF THIS IMPORTANT CAUSE. YOU HAVE THE POWER TO CHANGE THE WORLD AROUND YOU. GIVE, ADVOCATE, VOLUNTEER, LIVE UNITED.

s/LARRY COCHRAN

LARRY COCHRAN

PARISH PRESIDENT

s/PAUL J. HOGAN, PE

PAUL J. HOGAN, PE

COUNCILMAN AT LARGE, DIV. B

s/TERRELL D. WILSON

TERRELL D. WILSON

COUNCILMAN, DISTRICT I

s/MARY K. CLULEE

MARY K. CLULEE

COUNCILWOMAN, DISTRICT II

s/DICK GIBBS

DICK GIBBS

COUNCILMAN, DISTRICT III

UNITDWAY2018.PCL

ABSENT

WENDY BENEDETTO

COUNCILWOMAN AT LARGE, DIV. A

s/WILLIAM BILLY WOODRUFF

WILLIAM BILLY WOODRUFF

COUNCILMAN, DISTRICT IV

s/MARILYN B. BELLOCK

MARILYN B. BELLOCK

COUNCILWOMAN, DISTRICT V

s/TRACI A. FLETCHER

TRACI A. FLETCHER

COUNCILWOMAN, DISTRICT VI

s/JULIA FISHER-PERRIER

JULIA FISHER-PERRIER

COUNCILWOMAN, DISTRICT VII

P R O C L A M A T I O N

WHEREAS, except for skin cancers, breast cancer is the most common type of cancer among women in the United States and is the second leading cause of cancer-related deaths among American women; and,

WHEREAS, during the Annual National Breast Cancer Awareness Month, we recognize the progress being made toward a cure for this disease, which robs so many women of their health, and in too many cases their lives; and,

WHEREAS, National Breast Cancer Awareness Month (NBCAM) educates women about the importance of early detection for breast cancer, and since their inception, mammography use has doubled, and breast cancer death rates have declined, but many women still do not utilize mammograms at regular intervals; and,

WHEREAS, The National Cancer Institute estimates 266,120 American women will be diagnosed with breast cancer this year, but millions of women are surviving the disease thanks in part to early detection and improvements in treatment; and,

WHEREAS, regular mammography screenings and monthly self-examinations remain the most effective ways of identifying breast cancer in its earliest and most treatable stages, long before physical symptoms can be seen or felt; and,

WHEREAS, to lower the chances of breast cancer we must increase awareness of its risk factors and possible causes; and,

WHEREAS, research is one of our best weapons and much of the funding for researching a cure for breast cancer is directed towards clinical trials dedicated to finding new and more effective ways of preventing, detecting, and treating breast cancer.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM OCTOBER 2018 AS

“NATIONAL BREAST CANCER AWARENESS MONTH IN ST. CHARLES PARISH”

BE IT FURTHER RESOLVED, THAT ALL WOMEN AND THEIR FAMILIES IN ST. CHARLES PARISH ARE URGED TO GET THE FACTS ABOUT BREAST CANCER AND MAMMOGRAPHY.

BE IT FURTHER RESOLVED, THAT ON THURSDAY, OCTOBER 25, 2018, ST. CHARLES PARISH WILL HAVE A “PAINT THE PARISH PINK DAY” AND URGE ALL CITIZENS TO SHOW THEIR SUPPORT FOR ALL THOSE WHO HAVE BEEN AFFECTED BY CANCER BY COMMEMORATING THIS DAY BY WEARING THE COLOR PINK.

BE IT FURTHER RESOLVED, THAT THURSDAY, OCTOBER 25, 2018, WILL BE “ST. CHARLES PARISH EMPLOYEES BREAST CANCER AWARENESS FESTIVAL FUNDRAISING DAY”.

s/LARRY COCHRAN
LARRY COCHRAN
PARISH PRESIDENT
s/PAUL J. HOGAN, PE
PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B
s/TERRELL D. WILSON
TERRELL D. WILSON
COUNCILMAN, DISTRICT I
s/MARY K. CLULEE
MARY K. CLULEE
COUNCILWOMAN, DISTRICT II
s/DICK GIBBS
DICK GIBBS
COUNCILMAN, DISTRICT III

ABSENT
WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A
s/WILLIAM BILLY WOODRUFF
WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV
s/MARILYN B. BELLOCK
MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V
s/TRACI A. FLETCHER
TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI
s/JULIA FISHER-PERRIER
JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

2018-0233

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

ORDINANCE NO. 18-9-1

An ordinance to approve and authorize the execution of a professional service multi-phase project contract with MEYER ENGINEERS, LTD., for providing all necessary professional engineering services for the 2018 Montz Master Drainage Plan. (Parish Project Number P180803).

WHEREAS, the St. Charles Parish Council desires to perform a master drainage plan for the Montz area to improve drainage in this section of the parish; and,

WHEREAS, the attached contract between the Parish and Meyer Engineers, Ltd. describes the details of the proposed services and compensation; and,

WHEREAS, the following work phases will be authorized by individual task orders as required for the project:

Phase 1: Conceptual Design Phase

Phase 2: Design Memorandum Phase

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Contract between Meyer Engineers, Ltd. and St. Charles Parish for services as required and assigned via Task Order by the Department Of Public Works is hereby approved and accepted.

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

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

YEAS: HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER,
FISHER-PERRIER

NAYS: NONE

ABSENT: BENEDETTO

And the ordinance was declared adopted this 17th day of September, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: 9-18-2018
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 9-20-18
AT: 2:45 pm RECD BY: [Signature]

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 20th day of September, 2018, 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 Meyer Engineers, Ltd. a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the 2018 Montz Master Drainage Plan project as described in Ordinance No. 18-9-1, 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. The Engineer will conform to the requirements of the Owner. The project understanding and scope of services are described in the attached Engineer's proposal dated August 9, 2018 (Proposal) along with Figure 1.

A task order will be issued for each phase and shall specify the work to be performed, basis of payment, and time for completion. Each Task Order shall become an Addendum to and a part of this Contract in accordance with Exhibit A. The Owner may terminate the Contract or any Task Order by written notification and without cause per Section 7.0. Issuance of a Task Order will serve as the Owner's approval to begin a subsequent phase.

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, structural, and construction engineering and inspection.

2.1.2 In general the Project consists of a planning study as described in the Proposal. Implementation of each phase will not necessarily be done in the order listed. As this project progresses, phases may be deleted or added to complement achieving a successful project.

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 a task order authorization to proceed 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 Task Order – Conceptual Design Phase: Perform the services for the conceptual design phase described in the Proposal. Submit one paper copy and one PDF file of all deliverables to the Parish for review and comments. Based on the Parish's review comments, revise the documents as necessary.

2.3 Task Order – Design Memorandum Phase: Perform the services for the design memorandum phase described in the Proposal. Submit one paper copy and one PDF file of all deliverables to the Parish for review and comments. Based on the Parish's review comments, revise the documents as necessary.

3.0 SERVICES OF THE OWNER

- 3.1 Provide full information as to the requirements of the Task Order.
- 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 as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the standard rate schedule in the Proposal, and actual time and costs. The not-to-exceed fee for all phases is \$189,559.
- 4.2 If a Task Order, or any portion thereof, is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0
- 4.3 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
 - 4.3.1 A copy of the Owner's written authorization to perform the service.
 - 4.3.2 Timesheets for all hours invoiced.
 - 4.3.3 Invoice copies, logs or other substantiation of non-salary expenses.
- 4.4 For additional engineering and other services described in Section 5, 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 5.1.2.9 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 5.1.2.9 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 4.4 of this contract.
 - 5.1.2.1 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.
 - 5.1.2.2 Prepare to and serve as an expert witness for the Owner in any litigation.
 - 5.1.2.3 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.)

- 5.1.2.4 Services resulting from significant changes in the general scope, extent or character of the Task Order 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.
- 5.1.2.5 Providing renderings or models for Owner's use.
- 5.1.2.6 Preparing documents in addition to those furnished under Engineering Design and Construction Documents for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.
- 5.1.2.7 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 5.1.2.8 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
- 5.1.2.9 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 Task Order 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 or any Task Order 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 agreed delivery dates or authorized extensions are considered substantial failures.
- 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 a task order 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. Delahanty

Michelle Lyndate



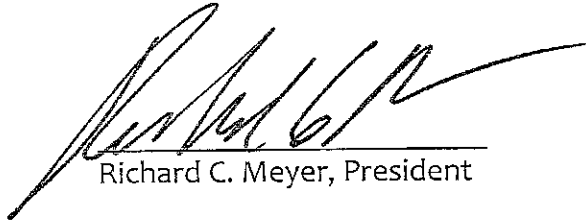
Larry Cochran
Parish President

WITNESSES:

Meyer Engineers, Ltd.

Brandi Chanté

Angele Day



Richard C. Meyer, President

EXHIBIT A

TASK ORDER

ST.CHARLES PHASED DELIVERY TYPE CONTRACT

Is hereby attached to and is part of the
CONTRACT FOR ENGINEERING SERVICES BETWEEN
ST. CHARLES PARISH AND MEYER ENGINEERS, LTD.

TASK ORDER No. _____

TASK ORDER DESCRIPTION

SCOPE OF SERVICES

COMPENSATION

Basic Services

Additional Services

If you agree with the Scope of Services, and Compensation as outlined herein, please indicate your acceptance by signing on the line provided below, dating and returning a copy to our office.

MEYER ENGINEERS, LTD.

ST CHARLES PARISH

Clayton "Snookie" Fauchaux
Director of Public Works and Wastewater

Date

Date

MEYER ENGINEERS, LTD.
GENERAL RATES BY CLASSIFICATION
AS OF JANUARY 1, 2018

PRINCIPAL	\$280.00
SUPERVISOR ENGINEER	\$225.00
ENGINEER	\$160.00
SUPERVISOR ARCHITECT	\$210.00
SENIOR ARCHITECT	\$160.00
LICENSED INTERIOR DESIGNER	\$110.00
GRADUATE ENGINEER	\$110.00
GRADUATE ARCHITECT	\$90.00
ADMINISTRATIVE	\$89.00
CADD DRAFTER	\$84.00
CLERICAL I	\$82.00
CLERICAL II	\$56.00
CONSTRUCTION MANAGER	\$185.00
RESIDENT INSPECTOR	\$76.00
PLANNER	\$150.00

2018-0234

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

ORDINANCE NO. 18-9-2

An ordinance to approve and authorize the execution of a professional service multi-phase project contract with DIGITAL ENGINEERING, for providing all necessary professional engineering services for a concrete-lined channel in a section of the Ormond Oaks ditch. (Parish Project Number P180802).

WHEREAS, the St. Charles Parish Council desires to design a concrete-lined channel in a section of the Ormond Oaks ditch to improve drainage and maintenance for this watercourse; and,

WHEREAS, the attached contract between the Parish and Digital Engineering describes the details of the proposed services and compensation; and,

WHEREAS, the following work phases will be authorized by individual task orders as required for the continuation of the capital improvement project.

Phase 1: Engineering Design

Phase 2: Bidding Phase Services

Phase 3: Construction Phase Services

Phase 4: Resident Inspection

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Contract between Digital Engineering and St. Charles Parish for services as required and assigned via Task Order by the Department Of Public Works is hereby approved and accepted.

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

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

YEAS: HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK,
FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: BENEDETTO

And the ordinance was declared adopted this 17th day of September, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 9-18-2018

APPROVED: [Signature] **DISAPPROVED:**

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 9-20-18

AT: 2:45 PM **RECD BY:** [Signature]

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 26th day of September, 2018, 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 Digital Engineering a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the Ormond Oaks Concrete Channel Lining project as described in Ordinance No. 18-9-2, 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. The project will be implemented in phases and the Engineer 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, where specified in Engineer's proposal dated August 13, 2018 (Proposal), which is attached hereto and made a part hereof.

A task order will be issued for each phase and shall specify the work to be performed, basis of payment, and time for completion. Each Task Order shall become an Addendum to and a part of this Contract in accordance with Exhibit A. The Owner may terminate the Contract or any Task Order by written notification and without cause per Section 7.0. Issuance of a Task Order will serve as the Owner's approval to begin a subsequent phase.

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, structural, and construction engineering and inspection.

2.1.2 In general the Project consists of the design, bidding, and construction phase services phases shown in the Proposal. Implementation of each phase will not necessarily be done in the order listed. As this project progresses, phases may be deleted or added to complement achieving a successful project.

The project understanding is described in the Proposal and the attached Figure 1.

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 a task order authorization to proceed 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 Task Order – Engineering Design: Perform the services for engineering design described in the Proposal. Submit one paper copies and one PDF file of the construction documents at 60, 90 and 100 percent complete phases to the Parish for review and comments. Based on the Parish's review comments, revise the construction documents as necessary.

- 2.3 Task Order – Bidding Phase: Perform the bidding assistance services described in the Proposal.
- 2.4 Task Order – Construction Phase Services: Perform the construction-phase services described in the Proposal.
- 2.5 Task Order – Resident Inspection: Perform the resident inspection services described in the Proposal.

3.0 SERVICES OF THE OWNER

- 3.1 Provide full information as to the requirements of the Task Order.
- 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 as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the Standard Hourly Rate Schedule in the Proposal, and actual time and costs. The not-to-exceed fees for each phase are as follows:
 - 4.1.1 Engineering Design, Bidding and Construction Services \$80,123
 - 4.1.2 Resident Inspection \$59,000
- 4.2 If a Task Order, or any portion thereof, is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0
- 4.3 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
 - 4.3.1 A copy of the Owner's written authorization to perform the service.
 - 4.3.2 Timesheets for all hours invoiced.
 - 4.3.3 Invoice copies, logs or other substantiation of non-salary expenses.
- 4.4 For additional engineering and other services described in Section 5, 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 5.1.2.9 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 5.1.2.9 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 4.4 of this contract.

- 5.1.2.1 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.
- 5.1.2.2 Prepare to and serve as an expert witness for the Owner in any litigation.
- 5.1.2.3 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.)
- 5.1.2.4 Services resulting from significant changes in the general scope, extent or character of the Task Order 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.
- 5.1.2.5 Providing renderings or models for Owner's use.
- 5.1.2.6 Preparing documents in addition to those furnished under Engineering Design and Construction Documents for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.
- 5.1.2.7 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 5.1.2.8 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
- 5.1.2.9 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 Task Order 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 or any Task Order 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 agreed delivery dates or authorized extensions are considered substantial failures.
- 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 a task order 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

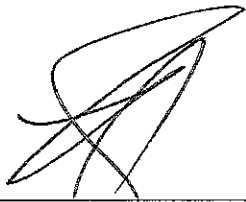
14.1 For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon ENGINEER'S residence and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

Ra S. Delchassyn
Michelle Inpartato

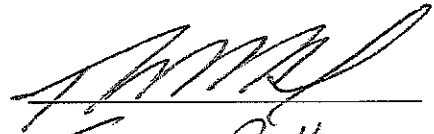


Larry Cochran
Parish President

WITNESSES:

Digital Engineering

Chaque Bandiera
[Signature]



THOMAS P. HICKEY, P.E.
PRESIDENT

EXHIBIT A

TASK ORDER

ST.CHARLES PHASED DELIVERY TYPE CONTRACT

Is hereby attached to and is part of the
CONTRACT FOR ENGINEERING SERVICES BETWEEN
ST. CHARLES PARISH AND DIGITAL ENGINEERING

TASK ORDER No. _____

TASK ORDER DESCRIPTION

SCOPE OF SERVICES

COMPENSATION

Basic Services

Additional Services

If you agree with the Scope of Services, and Compensation as outlined herein, please indicate your acceptance by signing on the line provided below, dating and returning a copy to our office.

DIGITAL ENGINEERING

ST CHARLES PARISH

Clayton "Snookie" Fauchaux
Director of Public Works and Wastewater

Date

Date

Digital Engineering and Imaging, Inc.
Standard Hourly Rate Schedule
August 14, 2018

<u>Category</u>	<u>Hourly Rate</u>
Principal/Project Oversight	\$230.00/hr
Vice President	\$195.00/hr
Senior Project Manager	\$160.00/hr
Senior Project Engineer	\$140.00/hr
Project Engineer	\$130.00/hr
Urban Planner	\$95.00/hr
Senior Engineering Designer	\$115.00/hr
Civil Engineer Intern	\$100.00/hr
Senior CAD Technician	\$85.00/hr
CAD Drafter	\$75.00/hr
Construction Manager	\$80.00/hr
Resident Inspector	\$80.00/hr
Clerical	\$65.00/hr

2018-0235

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

ORDINANCE NO. 18-9-3

An ordinance to approve and authorize the execution of a contract with BLD Services, LLC, for Parish Project No. S150301A St. Rose Sewer Network Upgrade, with a Bid in the amount of \$949,825.

WHEREAS, sealed bids were received by St. Charles Parish on July 12, 2018 for Parish Project No. S150301A St. Rose Sewer Network Upgrade; and,

WHEREAS, Environmental Engineering Service, Inc., Consulting Engineers for the Project, have reviewed the bids and recommend that the Bid be awarded to the low bidder, BLD Services, LLC, in the total amount of \$949,825.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of BLD Services, LLC, for the construction of St. Charles Parish Project No. S150301A St. Rose Sewer Network Upgrade, is hereby approved and accepted, in the amount of \$949,825.

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

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

YEAS: HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: BENEDETTO

And the ordinance was declared adopted this 17th day of September, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: 9-18-2018
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 9-20-18
AT: 2:45 pm RECD BY: [Signature]

SECTION 00500

CONTRACT

This agreement entered into this 26th day of September, 2018, by BLD Services, LLC, hereinafter called the "Contractor", whose business address is 2424 Tyler Street, Kenner, LA 70062, and the St. Charles Parish, hereinafter called the "Owner".

Owner and Contractor, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

ARTICLE 1

STATEMENT OF WORK

- 1.01 Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Environmental Engineering Services, Inc.
- 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawing dated December 2017 and Specifications dated August 2016, Addenda number(s) 1, 2, and 3, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.
- 1.04 The Work is generally described as follows: St. Rose Sewer Network Upgrade.

ARTICLE 2

ENGINEER

- 2.01 The Project has been designed by Environmental Engineering Services, Inc. who is hereinafter called "Engineer" and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3

CONTRACT TIME

- 3.01 The Contractor shall complete all of the Work under the Contract within 315 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner five hundred dollars \$500.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

- 5.01 The amount to be paid to the Contractor by the Owner for completion of all work Owner will pay and the Contractor will accept in full consideration for the completion of all Work is:
- a) (\$ 949,825.00) Nine Hundred Forty Nine Thousand, Eight Hundred Twenty Five Dollars and no cents based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
- 6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
- a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
 - b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
- 6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.
- 6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
- 6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
- 6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

- 6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- 7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 8

CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
- a) Contract (Section 00500)
 - b) Performance Bond (Section 00611)

- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers 1 to 3 inclusive)
- h) Contract documents bearing the general title "St. Rose Sewer Network Upgrade" dated August 2016.
- i) Drawings, consisting of a cover sheet dated December 2017 and the sheets listed on Drawing (total of 19 sheets); each sheet bearing the following general title " St. Rose Sewer Network Upgrade ".
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

There are no Contract Documents other than those listed above in this Article 8. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 9

MISCELLANEOUS

- 9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.
- 9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

OWNER: Parish of St. Charles

By: [Signature]

Title: Parish President

CONTRACTOR: BLD Services, LLC

By: [Signature]

Title: Protect Manager

ATTEST:

By: [Signature]

Title: Executive Assistant

ATTEST:

By: [Signature]

Title: Project Manager

END OF SECTION

2018-0236

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

ORDINANCE NO. 18-9-4

An ordinance to approve and authorize the execution of a contract with BLD Services, LLC, for Parish Project No. S170701 Hahnville Wastewater Treatment Plant (UV Upgrade), with a Bid in the amount of \$741,500.

WHEREAS, sealed bids were received by St. Charles Parish on August 2, 2018 for Parish Project No. S170701 Hahnville Wastewater Treatment Plant (UV Upgrade); and,

WHEREAS, AIMS Group, Inc., Consulting Engineers for the Project, have reviewed the bids and recommend that the Bid be awarded to the low bidder, BLD Services, LLC, in the total amount of \$741,500.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

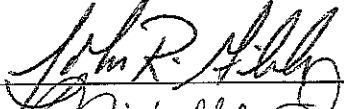
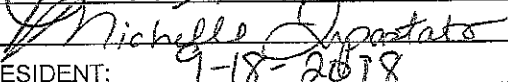
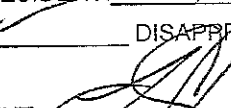
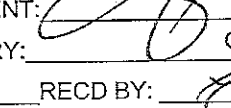
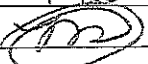
SECTION I. That the bid of BLD Services, LLC, for the construction of St. Charles Parish Project No. S170701 Hahnville Wastewater Treatment Plant (UV Upgrade), is hereby approved and accepted, in the amount of \$741,500;

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

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

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

And the ordinance was declared adopted this 17th day of September, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
DLVD/PARISH PRESIDENT: 9-18-2018
APPROVED:  DISAPPROVED: _____
PARISH PRESIDENT: 
RETD/SECRETARY: 9-20-18
AT: 2:45 pm RECD BY: 

SECTION 00500

CONTRACT

This agreement entered into this 26th day of September 20 18, by BLD Services, LLC, hereinafter called the "Contractor", whose business address is 2424 Tyler St., Kenner, LA 70062, and the St. Charles Parish, hereinafter called the "Owner".

Owner and Contractor, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

ARTICLE 1

STATEMENT OF WORK

- 1.01 Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: AIMS Group, Inc. and St. Charles Parish
- 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated June 2018, Addenda number(s) 1, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.
- 1.04 The Work is generally described as follows: the removal and replacement of an existing 12"-diameter effluent force main with a new 20"-diameter effluent force main. Additionally, the existing UV disinfection system and ancillary equipment will be removed and replaced with new UV disinfection system and ancillary equipment. Modifications to the UV disinfection structure will include installation of a new aluminum awning with lighting, modifications of existing concrete weir in the UV channel, installation of concrete baffle in the UV channel, and other modifications to allow for the proper installation of the new UV equipment.

ARTICLE 2

ENGINEER

- 2.01 The Project has been designed by AIMS Group, Inc. who is hereinafter called "Engineer" and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3

CONTRACT TIME

- 3.01 The Contractor shall complete all of the Work under the Contract within one-hundred and seventy-five (175) calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner FIVE HUNDRED dollars (\$500.00) per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:

(\$ 741,500.00) Seven Hundred Forty One Thousand Five Hundred ^{And zero Cents} Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
- 6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
- a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
 - b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
- 6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.
- 6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.

- 6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
- 6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.
- 6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- 7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 8

CONTRACT DOCUMENTS

8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:

- a) Contract (Section 00500)
- b) Performance Bond (Section 00611)
- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers 0 to 1 inclusive)
- h) Contract documents bearing the general title "Hahnville Wastewater Treatment Plant (UV Upgrade)" dated March 2018.
- i) Drawings, consisting of a cover sheet dated March 2018 and the sheets listed on Drawing 1; each sheet bearing the following general title:

<u>Sheet No.:</u>	<u>Sheet Name:</u>
1	Title Sheet
2	General Notes and Legend
3	Site Plan
4	Existing Effluent Piping
5	Existing Effluent Piping - Sections
6	Removal of Existing Effluent Piping
7	Proposed Effluent Piping
8	Existing UV Disinfection
9	Removal of Existing UV Disinfection
10	Awning at UV Disinfection
11	Proposed UV Disinfection
12	Details
13	Electrical Rack Detail
14	Electrical Riser Diagram
15	UV Electrical Plan
16	UV Lighting Plan
17	Flow Meter Electrical Plans

<u>Sheet No.:</u>	<u>Sheet Name:</u>
18	Electrical Rack Base Plate Design 1 of 3
19	Electrical Rack Base Plate Design 2 of 3
20	Electrical Rack Base Plate Design 3 of 3

j) General Conditions (Section 00700)

k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

There are no Contract Documents other than those listed above in this Article 8. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 9

MISCELLANEOUS

- 9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.
- 9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

OWNER: Parish of St. Charles

By: 

Title: Parish President

ATTEST:

By: Ro Delkhoran

Title: Executive Assistant

CONTRACTOR:

By: 

Title: Project Manager

ATTEST:

By: 

Title: Project Manager

END OF SECTION

2018-0237

INTRODUCED BY: DICK GIBBS, COUNCILMAN, DISTRICT III

RESOLUTION NO. 6370

A resolution providing supporting authorization to endorse the Preliminary Plat approval for Oak Alley Subdivision with waivers from the geometric standards regarding streets.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 requires that the St. Charles Parish Council endorse waivers from subdivision regulations for a Preliminary Plat; and,

WHEREAS, the subdivider has requested a waiver from the geometric standards regarding streets; and,

WHEREAS, the Planning and Zoning Commission approved the preliminary plat with the requested waivers at their September 6, 2018 meeting.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, does hereby provide this supporting authorization to endorse the preliminary plat approval of Oak Alley Subdivision with a waiver from the geometric standards regarding streets as requested by MHI Investments, LLC.

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

YEAS: HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: BENEDETTO

And the resolution was declared adopted this 17th day of September, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 9-18-2018

APPROVED: [Signature]

DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 9-20-18

AT: 2:45 pm

RECD BY: [Signature]

2018-0248

INTRODUCED BY: TRACI A. FLETCHER, COUNCILWOMAN, DISTRICT VI
RESOLUTION NO. 6371

A resolution to grant permission to the Knights of Columbus, Red Church Council No. 3634, 375 Spruce Street, Norco, LA 70079, to solicit contributions at the intersections of I-310 and River Road (Hwy 48) by the Eastbank Bridge Park, Ormond Boulevard and Airline Drive (U.S. 61), Ormond Boulevard and River Road, Greaud's Grocery Store on Apple Street, Winn Dixie at 12519 Airline Drive (U.S. 61), Destrehan, and River Road Market at 13572 River Road, Destrehan on October 19th and 20th, 2018, between the hours of 8:00 A.M. and 7:00 P.M.

WHEREAS, Louisiana Revised Statute 32:218 B provides for the solicitation of contributions by non-profit organizations on a public roadway; and,

WHEREAS, the Knights of Columbus, Red Church Council No. 3634, 375 Spruce Street, Norco, LA 70079 has requested permission to solicit contributions at the intersections of I-310 and River Road (Hwy 48) by the Eastbank Bridge Park, Ormond Boulevard and Airline Drive (U.S. 61), Ormond Boulevard and River Road, Greaud's Grocery Store on Apple Street, Winn Dixie at 12519 Airline Drive (U.S. 61), Destrehan, and River Road Market at 13572 River Road, Destrehan on October 19th and 20th, 2018, between the hours of 8:00 A.M. and 7:00 P.M. for the purpose of contributing to the Mentally Impaired Children of St. Charles Parish, divided between the ARC, Special Olympics, and St. Basil School for the Disabled.

NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby grant permission to the Knights of Columbus, Red Church Council No. 3634, 375 Spruce Street, Norco, LA 70079 to solicit contributions at the intersections of I-310 and River Road (Hwy 48) by the Eastbank Bridge Park, Ormond Boulevard and Airline Drive (U.S. 61), Ormond Boulevard and River Road, Greaud's Grocery Store on Apple Street, Winn Dixie at 12519 Airline Drive (U.S. 61), Destrehan, and River Road Market at 13572 River Road, Destrehan on October 19th and 20th, 2018 between the hours of 8:00 A.M. and 7:00 P.M.

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

YEAS: HOGAN, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER,
FISHER-PERRIER

NAYS: NONE

ABSENT: BENEDETTO, WILSON

And the resolution was declared adopted this 17th day of September, 2018, to become effective five (5) days after publication in the Official Journal.

2018-0248 Knights of Columbus - Red Church 2018

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____

DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: 2:45 pm RECD BY: _____

2018-0256

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

RESOLUTION NO. 6372

A resolution providing mandatory support for the Planning and Zoning Commission's approval for an accessory dwelling unit in an R-1A zoning district on Lot 126A, Square 1, Evangeline City Subdivision, municipal address 525 Evangeline Road, Montz as requested by Justin and Lynn Naquin.

WHEREAS, Justin and Lynn Naquin requests a special permit use to permit an accessory dwelling unit in an R-1A zoning district; and,

WHEREAS, the St Charles Parish Department of Planning and Zoning recommended approval of the special permit use; and,

WHEREAS, the St. Charles Parish Planning & Zoning Commission approved the special permit at its regular meeting on September 6, 2018.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL hereby provides this resolution in support of the Planning and Zoning Commission's approval of a Special Permit Use for an accessory dwelling unit in an R-1A zoning district on Lot 126A, Square 1, Evangeline City Subdivision, municipal address 525 Evangeline Road, Montz as requested by Justin and Lynn Naquin.

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

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

NAYS: NONE

ABSENT: BENEDETTO, FISHER-PERRIER

And the resolution was declared adopted this 17th day of September, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____

DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: 2:45 pm

RECD BY: _____

2018-0257

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

RESOLUTION NO. 6373

A resolution providing mandatory support for the Planning and Zoning Commission's approval for an accessory dwelling unit in an R-1A zoning district on Lot 19, Square 14, Willowridge Estates Phase V-A Subdivision, municipal address 118 Live Oak Lane, Luling as requested by Christopher Sperandeo.

WHEREAS, Christopher Sperandeo requests a special permit use to permit an accessory dwelling unit in an R-1A zoning district; and,

WHEREAS, the St Charles Parish Department of Planning and Zoning recommended approval of the special permit use; and,

WHEREAS, the St. Charles Parish Planning & Zoning Commission approved the special permit at its regular meeting on September 6, 2018.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL hereby provides this resolution in support of the Planning and Zoning Commission's approval of a Special Permit Use for an accessory dwelling unit in an R-1A zoning district on Lot 19, Square 14, Willowridge Estates Phase V-A Subdivision, municipal address 118 Live Oak Lane, Luling as requested by Christopher Sperandeo.

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

YEAS: HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: BENEDETTO

And the resolution was declared adopted this 17th day of September, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

SECRETARY: 

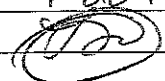
DLVD/PARISH PRESIDENT: 9-18-18

APPROVED: 

DISAPPROVED: _____

PARISH PRESIDENT: 

RETD/SECRETARY: 9-20-18

AT: 2:45 pm RECD BY: 

2018-0260

INTRODUCED BY: WILLIAM BILLY WOODRUFF, COUNCILMAN, DISTRICT IV
RESOLUTION NO. 6374

A resolution requesting the Louisiana Department of Transportation & Development to re-stripe the center line and the outer lines and to add reflective pavement markers along the center line on LA 631 (Old Spanish Trail) from LA 306 in Paradis to LA 52 (Paul Maillard Road) in Boutte.

WHEREAS, LA 631 (Old Spanish Trail) is a very heavily traveled roadway; and,

WHEREAS, LA 631 is used by residents, citizens, workers from businesses in the area, and most of all by school buses carrying students to school; and,

WHEREAS, the striping on this very narrow road surface, with no shoulder, is barely visible or missing that from dusk to dawn and during inclement weather this avenue of travel presents hazardous driving conditions.

NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request the Louisiana Department of Transportation & Development to re-stripe the center line and the outer lines and to add reflective pavement markers along the center line on LA 631 (Old Spanish Trail) from LA 306 in Paradis to LA 52 (Paul Maillard Road) in Boutte.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to Governor John Bel Edwards, Senator Gary L. Smith, Jr., Representative Gregory A. Miller, Department of Transportation & Development Secretary Dr. Shawn D. Wilson, Department of Transportation & Development District Engineer Administrator Chris G. Morvant, Department of Transportation & Development Assistant District Administrator of Operations Scott G. Boyle, and Department of Transportation & Development West Bank Area Engineer Nelson Capote, requesting their assistance on this matter.

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

YEAS: HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: BENEDETTO

And the resolution was declared adopted this 17th day of September, 2018, to become effective five (5) days after publication in the Official Journal.

2018-0260 2 Revised Re-stripe of LA 631 (Old Spanish Trail) from LA 306 to LA 52 West Bank

CHAIRMAN: 

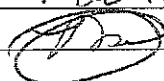
SECRETARY: 

DLVD/PARISH PRESIDENT: 9-18-18

APPROVED:  DISAPPROVED:

PARISH PRESIDENT: 

RETD/SECRETARY: 9-20-18

AT: 2:45pm RECD BY: 

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

A resolution requesting that Council Chairman Dick Gibbs, the District III Council representative currently serving as Council Chairman, respond to all requests for communications made to him as Chairman by any and all Councilmembers serving in their elected position doing the people's business, and should Council Chairman Gibbs continue to choose or to find that he is unable to communicate with any councilmembers due to personal issues, personal feelings, or whatever the case may be, that he step down from serving as Council Chairman due to the fact that his lack of or unwillingness to communicate as Council Chairman is detrimental to the Council as a whole and ultimately to the residents of St. Charles Parish which the Council represents.

- WHEREAS,** Councilman Dick Gibbs represents District III of St. Charles Parish; and,
WHEREAS, Councilman Gibbs currently serves as Chairman of the St. Charles Parish Council; and,
WHEREAS, good two-way communication results in a more productive council; and,
WHEREAS, it takes good two-way communication in order to work as a team and to be productive; and,
WHEREAS, the failure to communicate can result in unnecessary conflicts; and,
WHEREAS, failure to communicate can bring added stress to the Council which in turn makes it difficult for the Council to be as productive as it could be; and,
WHEREAS, when the lack of communication by the Chairman becomes a personal decision and habitual, it can lead to a drop in confidence in the Chairman by the Council; and,
WHEREAS, there is an apparent inability or unwillingness to communicate with all councilmembers by Chairman Gibbs; and,
WHEREAS, there are instances of numerous requests for communication that have been made to Chairman Gibbs, repeatedly by phone, text messages, e-mails, and even by placement of an ad in the official parish journal requesting communication; and,
WHEREAS, the requests for communication have been met with absolute silence from Chairman Gibbs; and,
WHEREAS, unless Chairman Gibbs elects to communicate with all Councilmembers when requests for communications are made, it is the opinion of the Council that Chairman Gibbs should step down from serving as Council Chairman for the benefit of the Council as a whole and for the people of the Parish; and,
WHEREAS, should future requests for communication not result in communication in a timely manner, the Council shall take the appropriate steps needed to remove Councilman Gibbs from serving as Council Chairman and shall put in place a councilmember who has the ability to communicate as needed with all councilmembers.

NOW, THEREFORE BE IT RESOLVED, THAT WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL do hereby request that Council Chairman Dick Gibbs, the District III Council representative currently serving as Council Chairman, respond to all requests for communications made to him as Chairman by any and all Councilmembers serving in their elected position doing the people's business, and should Council Chairman Gibbs continue to choose or to find that he is unable to communicate with any councilmembers due to personal issues, personal feelings, or whatever the case may be, that he step down from serving as Council Chairman due to the fact that his lack of or unwillingness to communicate as Council Chairman is detrimental to the Council as a whole and ultimately to the residents of St. Charles Parish which the Council represents.

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

YEAS: HOGAN

NAYS: WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

ABSENT: BENEDETTO

PROPOSED RESOLUTION FAILED FOR LACK OF A FAVORABLE MAJORITY ON SEPTEMBER 17, 2018.

2018-0208 Failed RESOLUTION-Chair respond to requests (07-25-18) (L_8-6-18) (L_8-20-18) (L_9-17-18)

2018-0261

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

A resolution requesting the termination of St. Charles Parish Legal Director Robert Raymond by the Parish President due his failure to serve the Council at the level expected of him.

WHEREAS, pursuant to Article III, Section C., Subsection 3.a. of the St. Charles Parish Home Rule Charter, the Parish Legal Advisor serves as the legal advisor to the Parish Council and the Parish President and all Parish departments, offices, and agencies; and,

WHEREAS, it is the duty and obligation of the Parish Legal Director to direct and supervise the legal affairs of the parish, provide legal advice to the Parish Council when requested, and to ensure the highest levels of professionalism and efficiency in legal services to the Parish Council; and,

WHEREAS, the responsibility of all elected and appointed parish officials is to serve, and represent the interests of the citizens and meet the needs of the parish; and,

WHEREAS, to ensure transparency and good government, sometimes it is necessary to gain knowledge and seek guidance from the Parish Legal Advisor; and,

WHEREAS, there is an expectation of acknowledgement of receipt and timely response when a request for information or a legal opinion is submitted to the Parish Legal Director; and,

WHEREAS, upon initial submission of a request for information of a legal opinion being made to the Parish Legal Director, it is an average of thirty-five (35) days or longer to receive an acknowledgment of receipt or a response; and,

WHEREAS, some responses to questions posed to the Legal Director results in replies which evades answering the questions posed and/or are responses that the questions posed are unclear (when they are not) and therefore cannot be answered; and,

WHEREAS, this practice is not a favorable representation of the Legal Director fulfilling the duties and obligations of the Parish Legal Director; and,

WHEREAS, the Parish Legal Director has failed to serve the Council at the level expected of him with this appointment.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby request the termination of St. Charles Parish Legal Director Robert Raymond by the Parish President due his failure to serve the Council at the level expected of him.

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

YEAS: NONE

NAYS: HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

ABSENT: BENEDETTO

PROPOSED RESOLUTION FAILED FOR LACK OF A FAVORABLE MAJORITY ON SEPTEMBER 17, 2018.

2018-0261 Failed LegalDirectorResignation (08-19-18) (1_9-17-18)