



# 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](http://www.stcharlesparish-la.gov)

#### Final

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

Monday, April 8, 2019

6:00 PM

Council Chambers, Courthouse

#### ATTENDANCE

**Present** 8 - Wendy Benedetto, Paul J. Hogan, Mary K. Clulee, John R. 'Dick' Gibbs, William Woodruff, Marilyn B. Bellock, Traci A. Fletcher, and Julia Fisher-Perrier  
**Absent** 1 - Terrell D. Wilson

#### Also Present

Parish President Larry Cochran, Executive Secretary Robin Delahoussaye, Chief Administrative Officer Billy Raymond, Executive Director Darrin Duhe, Executive Director Dwayne LaGrange, Finance Director Grant Dussom, Public Works/Wastewater Director Clayton Fauchaux, Senior Projects Manager Sam Scholle, Planning & Zoning Director Michael Albert, Earl Matherne, Planning Administrator, Parks and Recreation Director Duane Foret, General Government Buildings Facilities Manager Bob Messerly, Justin Robert, Public Information Office

#### CALL TO ORDER

Meeting called to order at 6:01 pm.

#### PRAYER / PLEDGE

Reverend Ivy Williams  
Historic Bethlehem Baptist Church, Hahnville

#### APPROVAL OF MINUTES

A motion was made by Councilmember Bellock, seconded by Councilmember Gibbs, to approve the minutes from the regular meeting of March 11, 2019 and the regular meeting of March 25, 2019. The motion carried by the following vote:

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

**Nay:** 0

**Absent:** 1 - Wilson

**SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)**

**1     2019-0103**

In Recognition: 2018 - 7-Year Old Louisiana Cal Ripken State Champions

**Sponsors:** Mr. Gibbs

**Read**

**2     2019-0104**

In Recognition: 2018 - 9-Year Old District I and Louisiana Cal Ripken State Champions

**Sponsors:** Ms. Fletcher

**Read**

**3     2019-0105**

In Recognition: Vicki Nesting, St. Charles Parish Library

**Sponsors:** Mr. Wilson

**Read**

**4     2019-0106**

Proclamation: "St. Charles Parish First Responders Crawfish Cook-Off Day"

**Sponsors:** Ms. Clulee

**Read**

**5     2019-0107**

Proclamation: "Little Red Church Festival Weekend"

**Sponsors:** Mr. Wilson

**Read**

**6     2019-0108**

Proclamation: "National Public Safety Telecommunicators Week"

**Sponsors:** Ms. Fisher-Perrier

**Read**

**REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)**2019-0109**Department of Planning & Zoning/CZM**

Planning & Zoning Director Michael Albert reported on the Planning & Zoning Department.  
Planning Administrator Earl Matherne reported on Coastal Zone Management.

Councilwoman Clulee spoke on the matter.

Mr. Matherne spoke on the matter.

Councilman Gibbs spoke on the matter.

Parish President Larry Cochran spoke on the matter.

Chairman Fisher-Perrier spoke on the matter.

Mr. Albert spoke on the matter.

**Reported**

**IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FISHER-PERRIER 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, APRIL 22, 2019, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:**

2019-0113

An ordinance to approve and authorize the execution of a professional service agreement with N-Y Associates, Inc., for providing all necessary professional engineering services for a project that improves the discharge piping for Destrehan Pump Station (P.S.) No. 1 (Parish Project No. P180902).

**Sponsors:** Mr. Cochran and Department of Public Works

**Publish/Scheduled for Public Hearing to the Parish Council on April 22, 2019**

2019-0114

An ordinance approving the Intergovernmental Agreement with Pontchartrain Levee District for the continued maintenance and related drainage issues associated with the "Prescott Canal" and Montz area, St. Charles Parish, Louisiana.

**Sponsors:** Mr. Cochran and Department of Public Works

**Publish/Scheduled for Public Hearing to the Parish Council on April 22, 2019**

2019-0115

An ordinance to amend the 2019 Consolidated Operating and Capital Budget, Amendment No. 2, to add expenditures totaling \$2,056,591 for the Roads and Drainage Fund - Fund 112 for DOTD Highway 90 Compliance Repairs and for the Ormond Oaks Drainage Improvement Project unexpended in 2018.

**Sponsors:** Mr. Cochran and Department of Finance

**Publish/Scheduled for Public Hearing to the Parish Council on April 22, 2019**

2019-0116

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to R-1A(M) on Lot 9, Block M, Townsite of Paradis as requested by Olivia Zeringue.

**Sponsors:** Mr. Cochran and Department of Planning & Zoning

**Publish/Scheduled for Public Hearing to the Parish Council on April 22, 2019**

2019-0117

An ordinance to amend the St. Charles Parish Code of Ordinances, Appendix C. St. Charles Parish Subdivision Regulations of 1981, Section IV. Design standards. Paragraph D. Drainage. 2. Roadside Drainage. a. Subsurface Drainage to specify a certain type of stormwater inlet for roadside drainage.

**Sponsors:** Mr. Cochran and Department of Planning & Zoning

**Publish/Scheduled for Public Hearing to the Parish Council on April 22, 2019**

2019-0118

An ordinance to amend the St. Charles Parish Subdivision Regulations of 1981, Section II. Subdivision Procedure to eliminate restrictive scale and page size requirements for Preliminary and Final Plats at paragraph E. Preliminary Plat Requirements. 2. Mandatory Submission Requirements. c. and E. Preliminary Plat Requirements. 4. Preliminary Plat Procedure. a. Submission Procedure., and G. Final Plat Requirements. 2. Mandatory Submission Requirements.

**Sponsors:** Mr. Cochran and Department of Planning & Zoning

**Publish/Scheduled for Public Hearing to the Parish Council on April 22, 2019**

2019-0119

An ordinance to approve and authorize the execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from June 3, 2019 through July 11, 2019.

**Sponsors:** Mr. Cochran and Department of Community Services

**Publish/Scheduled for Public Hearing to the Parish Council on April 22, 2019**

2019-0120

An ordinance approving and authorizing the execution of an Act of Dedication and approval of the Final Plat for St. Paul Place Subdivision.

**Sponsors:** Mr. Cochran and Department of Planning & Zoning

**Publish/Scheduled for Public Hearing to the Parish Council on April 22, 2019**

## PLANNING AND ZONING PETITIONS

7 2019-0080

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) and C-2 to C-3 on Lots WC-1 and A, Block 55A, Coteau de France Subdivision as requested by William Sigmon.

**Sponsors:** Mr. Cochran and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Denial

Planning Commission Recommended: Denial

Speakers:

Ms. Jessica Sigmon, Des Allemands

**A motion was made by Councilmember Clulee, seconded by Councilmember Woodruff, to extend Ms. Sigmon's time an additional three minutes. The motion carried by the following vote:**

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

**Nay:** 0

**Absent:** 1 - Wilson

Enactment No: 19-4-1

**Time Extended**

Enactment No: 19-4-1

**Speakers:**

Mr. Keith Melancon, Des Allemands  
Mr. Casey Leblanc, Des Allemands  
Mr. Glen Nelson, St. Rose  
Mr. Phillip Peyregne, Des Allemands  
Mr. Jim Villasenor, Des Allemands  
Mr. Craig Matherne, Luling  
Mr. Joey Murray, Destrehan  
Mr. Arthur Matherne, Des Allemands  
Mr. Corey Dufrene, Des Allemands  
Mr. Alvin Meyer, Jr., Des Allemands  
Mr. Tommy McCully, Des Allemands  
Mr. John Beadle, Des Allemands  
Mr. Richard Jenkins, Des Allemands  
Mr. Jean Dimagio, Des Allemands  
Ms. Julie Hebert, Hahnville  
Mr. Danny Hebert, Hahnville

**A motion was made by Councilmember Benedetto, seconded by Councilmember Clulee, to extend Mr. Hebert's time an additional three minutes. The motion carried by the following vote:**

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

**Nay:** 0

**Absent:** 1 - Wilson

Enactment No: 19-4-1

**Time Extended**

Enactment No: 19-4-1

**Speakers:**

Mr. Tyler Burke, Des Allemands  
Mr. Ryan Dufrene, Luling  
Mr. Zach Butterworth, New Orleans  
Mr. William Sigmon, Des Allemands

**Public Hearing Requirements Satisfied**

Enactment No: 19-4-1

**Council Discussion**

Parish President Larry Cochran spoke on the matter.

Planning & Zoning Director Michael Albert spoke on the matter.

President Cochran invited Mr. Sigmon back up to speak; Mr. Sigmon spoke on the matter.

Councilwoman Fletcher invited Mr. Butterworth back up to speak; Mr. Butterworth spoke on the matter.

Councilwoman Benedetto called for the vote.

**VOTE ON THE PROPOSED ORDINANCE**

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

**Nay:** 1 - Hogan

**Absent:** 1 - Wilson

Enactment No: 19-4-1

**8**    2019-0081

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to C-3 on Lot D, Block 55, Coteau de France Subdivision as requested by Roy Dufrene for Max & Company, LLC.

**Sponsors:** Mr. Cochran and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Denial

Planning Commission Recommended: Denial

Speakers:

Ms. Maxine Dufrene, Des Allemands

Mr. Ryan Dufrene, Luling

Mr. William Sigmon, Des Allemands

Mr. Casey Leblanc, Des Allemands

Mr. Phillip Peyregne, Des Allemands

**Public Hearing Requirements Satisfied**

Enactment No: 19-4-2

Council Discussion

Planning & Zoning Director Michael Albert spoke on the matter.

**VOTE ON THE PROPOSED ORDINANCE**

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

**Nay:** 1 - Hogan

**Absent:** 1 - Wilson

Enactment No: 19-4-2

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**ORDINANCES SCHEDULED FOR PUBLIC HEARING  
(INTRODUCED AT PREVIOUS MEETING)****9     2019-0096**

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 2, Article I. In General, Section 2-2. Fees of copies of documents (a).

**Sponsors:** Mr. Cochran

Reported:

Parish President Recommended: Approval  
Chairman Fisher-Perrier spoke on the matter.

**Public Hearing Requirements Satisfied**

Enactment No: 19-4-3

**VOTE ON THE PROPOSED ORDINANCE**

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

**Nay:** 0

**Absent:** 1 - Wilson

Enactment No: 19-4-3

**10    2019-0098**

An ordinance to approve and authorize the execution of a construction contract with Sealevel Construction, Inc. for Project No. P080502-22A, Engineer's Canal Pump Station Improvements, in the amount of \$1,014,305.00.

**Sponsors:** Mr. Cochran and Department of Public Works

Reported:

Public Works Department Recommended: Approval

**Public Hearing Requirements Satisfied**

Enactment No: 19-4-4

Council Discussion

Councilman Hogan called Point of Order per Parish Council Rule 14.

Chairman Fisher-Perrier called Councilman Hogan out of order.

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

**VOTE ON THE PROPOSED ORDINANCE**

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

**Nay:** 0

**Absent:** 1 - Wilson

Enactment No: 19-4-4

**17** 2019-0099

An ordinance approving and authorizing the execution of an Act of Dedication and approval of the Final Plat for Oak Alley Subdivision.

**Sponsors:** Mr. Cochran and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval

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

Speakers:

Mr. Joey Murray, Murray Architects, representing MHI Investments, LLC, St. Rose

**Public Hearing Requirements Satisfied**

Enactment No: 19-4-5

Council Discussion

Parish President Larry Cochran spoke on the matter.

Planning & Zoning Director Michael Albert spoke on the matter.

Mr. Fauchaux spoke on the matter.

**VOTE ON THE PROPOSED ORDINANCE**

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

**Nay:** 1 - Hogan

**Absent:** 1 - Wilson

Enactment No: 19-4-5

**25** 2019-0100

An ordinance to approve and authorize the execution of an Engineering Services Contract between Huseman & Associates, LLC and St. Charles Parish to perform electrical and mechanical consulting engineering services associated with the replacement of the 2 HVAC units #2 and #4 at the St. Charles Parish Courthouse located at 15045 River Rd., Hahnville, LA 70057.

**Sponsors:** Mr. Cochran and General Government Buildings

Reported:

General Government Buildings Recommended: Approval

**Public Hearing Requirements Satisfied**

Enactment No: 19-4-6

**VOTE ON THE PROPOSED ORDINANCE**

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

**Nay:** 0

**Absent:** 1 - Wilson

Enactment No: 19-4-6

## RESOLUTIONS

### 47 2019-0101

A resolution in support of construction services guidelines for Esperanza Business Park - Phase II.

**Sponsors:** Mr. Cochran and Department of Public Works

Reported:

Public Works Department Recommended: Approval

Public comment opened; no public comment

Council Discussion

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

#### **VOTE ON THE PROPOSED RESOLUTION**

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

**Nay:** 1 - Hogan

**Absent:** 1 - Wilson

Enactment No: 6401

2019-0102

A resolution in opposition of all proposed legislation that transfers the administration and collection of local sales & use taxes to the Louisiana Department of Revenue.

**Sponsors:** Ms. Clulee, Ms. Fisher-Perrier, Ms. Benedetto, Mr. Hogan, Mr. Wilson, Mr. Gibbs, Mr. Woodruff, Ms. Bellock and Ms. Fletcher

**Reported:**

Councilwoman Clulee Recommended: Approval  
Councilwoman Fisher-Perrier Recommended: Approval  
Councilwoman Benedetto Recommended: Approval  
Councilman Hogan Recommended: Approval  
Councilman Wilson Recommended: Approval  
Councilman Gibbs Recommended: Approval  
Councilman Woodruff Recommended: Approval  
Councilwoman Bellock Recommended: Approval  
Councilwoman Fletcher Recommended: Approval  
Councilwoman Clulee spoke on the matter.

Amendment: to amend the proposed resolution by adding at the end "BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Police Jury Association Executive Director asking to forward this resolution to the appropriate parties."

**A motion was made by Councilmember Clulee, seconded by Councilmember Gibbs, to Amend File No. 2019-0102. The motion carried by the following vote:**

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

**Nay:** 0

**Absent:** 1 - Wilson

Enactment No: 6402

**Amended**

Enactment No: 6402

**49**    2019-0102

A resolution in opposition of all proposed legislation that transfers the administration and collection of local sales & use taxes to the Louisiana Department of Revenue.

**Sponsors:** Ms. Clulee, Ms. Fisher-Perrier, Ms. Benedetto, Mr. Hogan, Mr. Wilson, Mr. Gibbs, Mr. Woodruff, Ms. Bellock and Ms. Fletcher

Public comment opened; no public comment

Council Discussion

**VOTE ON THE PROPOSED RESOLUTION AS AMENDED**

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

**Nay:** 0

**Absent:** 1 - Wilson

Enactment No: 6402

2019-0069

A resolution to amend the Parish Council Rules to add Rule 40. The microphone system within the council chambers is a luxury and is a mechanism for use in preserving decorum by being turned off during Council debate when deemed necessary by the Council Chairperson.

**Sponsors:** Mr. Hogan

Council Rule 19. The rules may be repealed, altered, or amended by concurrence of a majority of all Councilmen, but motion for this purpose must be in writing, and lie over for at least one week after introduction before final passage.

**Held Over**

## **APPOINTMENTS**

2019-0111

A resolution to appoint a member to the Hospital Service District No. 1, Parish of St. Charles.

**Vacancy Announced**

2019-0112

A resolution to appoint a member to the Hospital Service District No. 1, Parish of St. Charles.

**Vacancy Announced**

**SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL**

2019-0110

St. Charles Parish's obligation regarding maintenance of the Sunset Drainage District Levee per the St. Charles Parish Sunset Drainage District Cooperative Endeavor Agreement and Levee settlement concerns

**Sponsors:** Mr. Hogan

Chairman Fisher-Perrier read File No. 2019-0110.

Read

**ADJOURNMENT**


A motion was made by Councilmember Clulee, seconded by Councilmember Bellock, to adjourn the meeting at approximately 8:17 pm. The motion carried by the following vote:

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

**Nay:** 0

**Absent:** 1 - Wilson

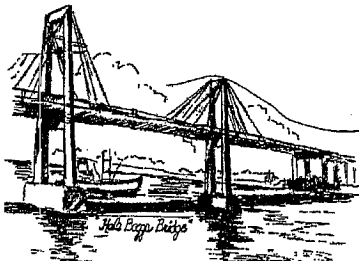
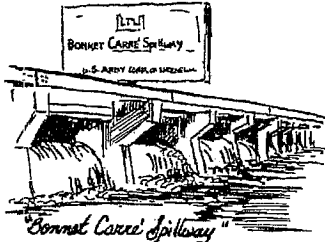
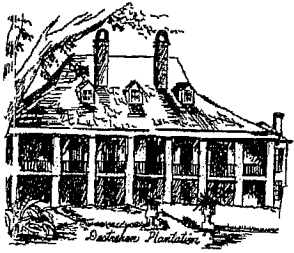
**I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.**

  
**Michelle Impastato**  
**Council Secretary**

# The Parish of St. Charles

April 8, 2019

## IN RECOGNITION



**WHEREAS**, St. Charles Parish Parks and Recreation Department has long held a prominent place in the State of Louisiana and the United States as an outstanding Parish and Recreation Program; and,

**WHEREAS**, the St. Charles Parish 7-Year Old Boys All-Star Team has excelled in the 2018 All-Star Baseball Season; and,

**WHEREAS**, the St. Charles Parish 7-Year Old Boys All-Stars finished undefeated in the Cal Ripken State Tournament held June 21-23, 2018, in Patterson, Louisiana, allowing them to advance to the Southwest Regional Tournament held July 12-15, 2018, in Semmes, Alabama, where they competed against teams from Alabama, Arkansas, Mississippi, and Oklahoma; and,

**WHEREAS**, members of the Parish Council and the Parish President wish to recognize the outstanding performances of the members of the 2018 St. Charles Parish 7-Year Old Boys All-Star Team and their Coaches.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, DO HEREBY RECOGNIZE**

**THE ST. CHARLES PARISH 7-YEAR OLD BOYS ALL-STARS**  
Evan Arellano, Vernon Bailey, Liam Buchanan, Brayden Farrell,  
Nick Graff, Reece Gregson, Ethan Kuntz, Hayden Larre,  
Kenny Perrier, Christopher Pitre, Reece Surmik, Aiden Thayer,  
Peyton Triche

**Head Coach: Joseph Larre**

**Assistant Coaches: Kenny Perrier, Jarred Farrell,  
and Matt Kuntz**

as

## 2018 7-YEAR OLD LOUISIANA CAL RIPKEN STATE CHAMPIONS

*"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**  
TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

**MARY K. CLULEE**  
MARY K. CLULEE  
COUNCILWOMAN, DISTRICT II

**DICK GIBBS**  
COUNCILMAN, DISTRICT III

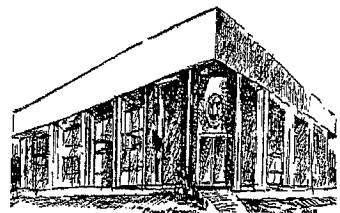
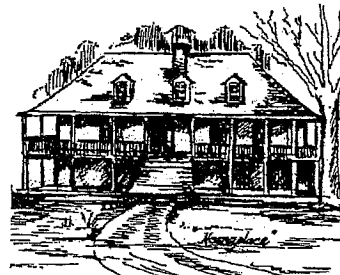
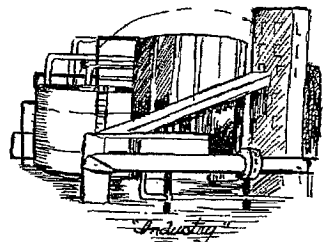
**WENDY BENEDETTO**  
COUNCILWOMAN AT LARGE, DIV. A

**WILLIAM BILLY WOODRUFF**  
COUNCILMAN, DISTRICT IV

**MARILYN B. BELLOCK**  
COUNCILWOMAN, DISTRICT V

**TRACI A. FLETCHER**  
COUNCILWOMAN, DISTRICT VI

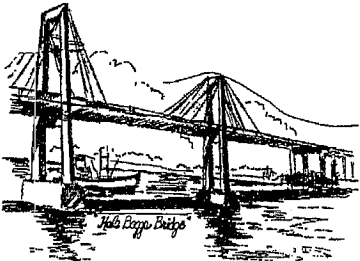
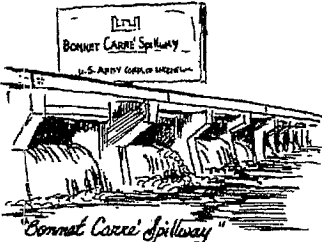
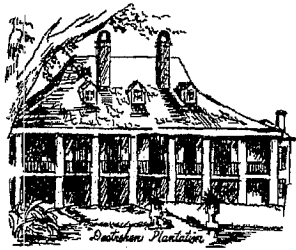
**JULIA FISHER-PERRIER**  
COUNCILWOMAN, DISTRICT VII



# The Parish of St. Charles

April 8, 2019

## IN RECOGNITION



**WHEREAS**, St. Charles Parish Parks and Recreation Department has long held a prominent place in the State of Louisiana and the United States as an outstanding Parish and Recreation Program; and,

**WHEREAS**, the St. Charles Parish 9-Year Old Boys All-Star Team has excelled in the 2018 All-Star Baseball Season; and,

**WHEREAS**, the St. Charles Parish 9-Year Old Boys All-Stars finished first in the District Tournament held June 15-17, 2018, in St. Charles Parish, and finished first in the Cal Ripken State Tournament held June 28-July 1, 2018, in Pierre Part, Louisiana, allowing them to advance to the Southwest Regional Tournament held July 11-16, 2018, in Petal, Mississippi, where they finished in third place; and,

**WHEREAS**, members of the Parish Council and the Parish President wish to recognize the outstanding performance of members of the 2018 St. Charles Parish 9-Year Old Boys All-Star Team and their Coaches.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, DO HEREBY RECOGNIZE**

**THE ST. CHARLES PARISH 9-YEAR OLD BOYS ALL-STARS**  
DJ Adams, Garrett Acosta, Brayden Babin, Cooper Babin, Brock Bourgeois, Carter Burns, Brayden Cortez, Colten Diamond, Roman Larre, Brenon Petit, Julian Theriot, Trenton Thomas, Charles White

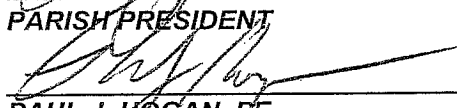
**Head Coach: Thomas Diamond**  
**Assistant Coaches: DJ Adams, Barry Acosta and Charles White**


as


## 2018 – 9-YEAR OLD DISTRICT I AND LOUISIANA CAL RIPKEN STATE CHAMPIONS

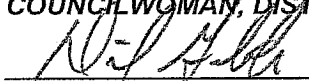
*"PARISH OF PLENTY"*  
created in 1807 from the county of the  
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unprecedented economic and social  
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opportunities... with the added  
distinction of being located  
on both sides of the  
Mighty 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


  
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COUNCILMAN, DISTRICT III

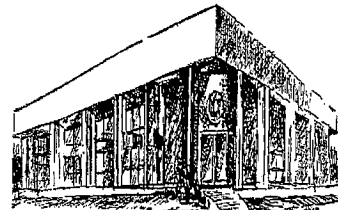
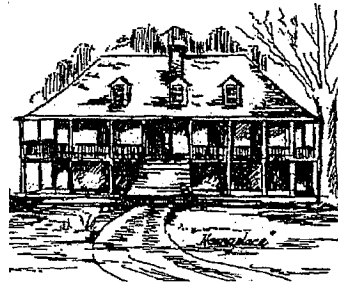
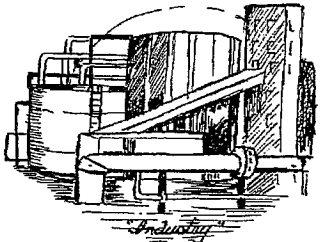
  
WENDY BENEDETTO  
COUNCILWOMAN AT LARGE, DIV. A

  
WILLIAM BILLY WOODRUFF  
COUNCILMAN, DISTRICT IV

  
MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V

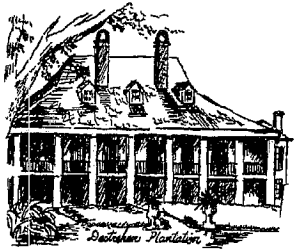
  
TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI

  
JULIA FISHER-PERRIER  
COUNCILWOMAN, DISTRICT VII

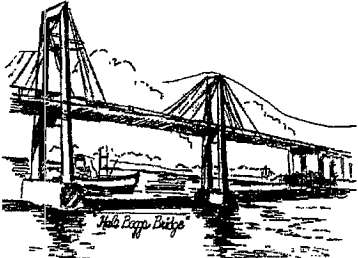
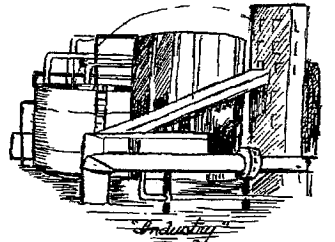
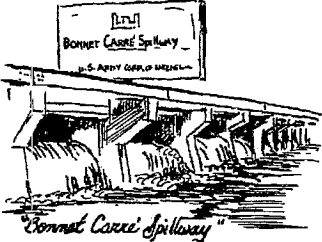


# The Parish of St. Charles

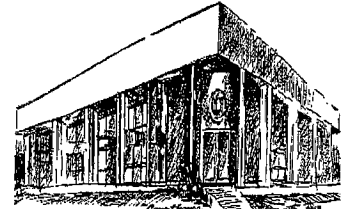
April 8, 2019



We, the Members of the  
St. Charles Parish Council  
and the Parish President  
do hereby  
Recognize and Appreciate  
Your Years of  
Dedicated Public Service  
as an Employee of the  
St. Charles Parish Library



**VICKI NESTING**  
FEBRUARY 7, 2000 – MARCH 29, 2019




"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

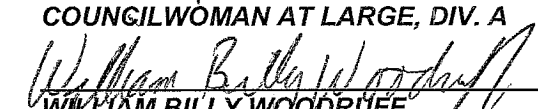
  
PAUL J. HOGAN, PE  
COUNCILMAN AT LARGE, DIV. B


  
TERRELL D. WILSON  
COUNCILMAN, DISTRICT I


  
MARY K. 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

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

**WHEREAS,** *the One Team-One Fight Organization will be holding their 3<sup>rd</sup> annual St. Charles Parish First Responders Crawfish Cook-Off Festival on Saturday, April 20, 2019, from 11:00 am – 5:00 pm, at Monsanto Park in Luling; and,*

**WHEREAS,** *everyone is invited to come and enjoy a day of delicious crawfish, music, and fun while supporting the first responders of St. Charles Parish.*

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM SATURDAY, APRIL 20, 2019, AS**

**“ST. CHARLES PARISH FIRST RESPONDERS  
CRAWFISH COOK-OFF DAY”**

**AND INVITE ALL CITIZENS TO ATTEND AND ENJOY THE FUN AND FESTIVITIES AT MONSANTO PARK, 13001 RIVER ROAD IN LULING.**

**s/LARRY COCHRAN**

**LARRY COCHRAN**

**PARISH PRESIDENT**

**s/PAUL J. HOGAN, PE**

**PAUL J. HOGAN, PE**

**COUNCILMAN AT LARGE, DIV. B**

**ABSENT**

**TERRELL D. WILSON**

**COUNCILMAN, DISTRICT I**

**s/MARY K. CLULEE**

**MARY K. CLULEE**

**COUNCILWOMAN, DISTRICT II**

**s/DICK GIBBS**

**DICK GIBBS**

**COUNCILMAN, DISTRICT III**

1st Responders Crawfish Cook-off 2019.pcl

**s/WENDY BENEDETTO**

**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,** St. Charles Borromeo Catholic Church is hosting their 39<sup>th</sup> annual Little Red Church Food & Fun Festival on May 3 - 5, 2019, at 13396 River Road in Destrehan, Louisiana; and,

**WHEREAS,** The Little Red Church Festival Committee invites everyone to come and enjoy delicious food & beverages, exciting games, amusement park rides, live bands, dancing, pageantry, drum lines & the coronation of Miss Little Red Church.

**NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM MAY 3 - 5, 2019, AS ST. CHARLES BORROMEO CATHOLIC CHURCH'S**

**"LITTLE RED CHURCH FESTIVAL WEEKEND"**

**IN ST. CHARLES PARISH AND ENCOURAGE ALL CITIZENS TO ATTEND THE FESTIVAL IN DESTREHAN, LOUISIANA.**

**s/LARRY COCHRAN**

**LARRY COCHRAN**

**PARISH PRESIDENT**

**s/PAUL J. HOGAN, PE**

**PAUL J. HOGAN, PE**

**COUNCILMAN AT LARGE, DIV. B**

**ABSENT**

**TERRELL D. WILSON**

**COUNCILMAN, DISTRICT I**

**s/MARY K. CLULEE**

**MARY K. CLULEE**

**COUNCILWOMAN, DISTRICT II**

**s/DICK GIBBS**

**DICK GIBBS**

**COUNCILMAN, DISTRICT III**

**s/WENDY BENEDETTO**

**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, thousands of dedicated telecommunicators daily serve the citizens of the United States by answering their emergency phone calls for police, fire, and medical services and by dispatching the appropriate assistance as quickly as possible; and,

WHEREAS, the critical functions performed by professional telecommunicators also include those related to highway safety and maintenance activities, office of emergency preparedness, and other operations performed by federal, state, and local government agencies; and,

WHEREAS, professional telecommunicators work to improve the emergency response capabilities of these communications systems through their leadership and participation in training programs and other activities provided by organizations such as the Association of Public-Safety Communications Officials International, Inc., the National Emergency Numbering Association, and the Medical Priority Dispatch System.

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 APRIL 14-20, 2019 AS

“NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK”

IN THE PARISH OF ST. CHARLES IN HONOR AND RECOGNITION OF OUR PUBLIC SAFETY TELECOMMUNICATORS AND THE VITAL CONTRIBUTIONS THEY MAKE TO THE SAFETY AND WELL-BEING OF OUR CITIZENS.

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

s/WENDY BENEDETTO  
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

2019-0080

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

ORDINANCE NO. 19-4-1

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) and C-2 to C-3 on Lots WC-1 and A, Block 55A, Coteau de France Subdivision as requested by William Sigmon.

WHEREAS, the property owner requests rezoning the property from R-1A(M) and C-2 to C-3; and,

WHEREAS, the St Charles Parish Department of Planning and Zoning recommended denial of the request; and,

WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended denial of the request at its regular meeting of March 7, 2019.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** St. Charles Parish hereby approves an ordinance amending the Zoning Ordinance of 1981, to change the zoning classification from R-1A(M) and C-2 to C-3 on Lots WC-1 and A, Block 55A, Coteau de France Subdivision as requested by William Sigmon.

**SECTION II.** That the St. Charles Parish Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1A(M) and C-2 to C-3 on Lots WC-1 and A, Block 55A, Coteau de France Subdivision as requested by William Sigmon.

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

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

NAYS: HOGAN

ABSENT: WILSON

And the ordinance was declared adopted this 8th day of April, 2019 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: Nichelle Sigmon

DLVD/PARISH PRESIDENT: April 9, 2019

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: April 10, 2019

AT: 3:15 pm RECD BY: [Signature]

2019-0081

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

ORDINANCE NO. 19-4-2

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to C-3 on Lot D, Block 55, Coteau de France Subdivision as requested by Roy Dufrene for Max & Company, LLC

WHEREAS, the property owner requests rezoning the property from C-2 to C-3; and,  
WHEREAS, the St Charles Parish Department of Planning and Zoning recommended denial of the request; and,

WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended denial of the request at its regular meeting of March 7, 2019.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** St. Charles Parish hereby approves an ordinance amending the Zoning Ordinance of 1981, to change the zoning classification from C-2 to C-3 on Lot D, Block 55, Coteau de France Subdivision as requested by Roy Dufrene for Max & Company, LLC.

**SECTION II.** That the St. Charles Parish Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from C-2 to C-3 on Lot D, Block 55, Coteau de France Subdivision as requested by Roy Dufrene for Max & Company, LLC.

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

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

NAYS: HOGAN

ABSENT: WILSON

And the ordinance was declared adopted this 8th day of April, 2019 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: Michelle Dugartato

DLVD/PARISH PRESIDENT: April 9, 2019

APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: April 10, 2019

AT: 3:15 pm RECD BY: [Signature]

2019-0096

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT

ORDINANCE NO. 19-4-3

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 2, Article I. In General, Section 2-2. Fees of copies of documents (a).

WHEREAS, in keeping up with technology it is the desire of St. Charles Parish to revise and add fees to more clearly reflect the actual cost of reproduction.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Chapter 2, Article I. In General, Section 2-2. Fees of copies of documents. (a) is hereby amended by updating line items with new text underlined and deleted text in ~~strikethrough~~: as follows:

| Document   | Fee                  |
|--|----------------------|
| General parish maps  | <del>\$</del> 1.00   |
| <u>Viewing Documents</u>   | <u>0.00</u>          |
| <del>Computer-generated documents,</del> <u>Electronic Documents / Transferred</u><br><u>In Public Records Office (must purchase hardware from St. Charles Parish</u><br><u>to transfer documents-hardware fees listed below) Per-page</u> | 0.25 <u>0.00</u>     |
| <u>Electronic Documents / Public Records Portal</u>  | <u>0.00</u>          |
| <u>DVD duplication of video recording</u>  | 5.00                 |
|  | <u>Hardware fee:</u> |
| <u>DVD / DVD-R 4.7 GB – per DVD</u>  | <u>0.35</u>          |
| <u>USB Flash Drive 8 GB – per Flash Drive</u>  | <u>9.00</u>          |
| <u>USB Flash Drive 16 GB – per Flash Drive</u>   | <u>10.00</u>         |
| <u>Zoning Ordinance of 1981 - Code Book-Appendix A</u>   | 10.00                |
| <u>Subdivision Regulations of 1981 - Code Book Appendix C</u>  | 7.00                 |
| <del>Zoning Ordinance and Subdivision Regulations of 1981</del>  | 12.00                |
| <del>Land-use report</del>   | 7.00                 |
| <del>Miscellaneous planning and zoning maps</del>  | 5.00                 |
| <del>Miscellaneous council records</del> <u>generated on plotter printer maps, per sheet</u>   | 5.00                 |
| <del>Air-photo maps-Per sheet-paper copy</del>   | 5.00                 |
| <del>Air-photo maps-Per sheet-Mylar copy</del>   | 20.00                |
| <del>Parish long-range plan</del> <u>Any adopted long range plan</u>   | 20.00 <u>50.00</u>   |
| <del>Mailing labels, per label</del>   | 0.05                 |

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

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

NAYS: NONE

ABSENT: WILSON

And the ordinance was declared adopted this 8th day of April, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]  
SECRETARY: Nichelle Dupontato  
DLVD/PARISH PRESIDENT: April 9, 2019  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: \_\_\_\_\_  
RETD/SECRETARY: April 10, 2019  
AT: 3:15 pm RECD BY: [Signature]

2019-0098

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

ORDINANCE NO. 19-4-4

An ordinance to approve and authorize the execution of a construction contract with Sealevel Construction, Inc. for Project No. P080502-22A, Engineer's Canal Pump Station Improvements, in the amount of \$1,014,305.00.

WHEREAS, the Engineer's Canal Pump Station Improvements project will increase stormwater pumping capacity in this section of Norco; and,

WHEREAS, sealed bids were received by St. Charles Parish on March 12, 2019, for the Engineer's Canal Pump Station Improvements project; and,

WHEREAS, Evans-Graves Engineers, Inc., Stephen Lundgren, P.E., the Consulting Engineer for the Project, has reviewed the bids and recommended that the Contract be awarded to the lowest responsive bidder, Sealevel Construction, Inc., in the amount of \$1,014,305.00.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the bid of Sealevel Construction, Inc., for the construction of Project No. P080502-22A, Engineer's Canal Pump Station Improvements, is hereby approved and accepted, in the amount of \$1,014,305.00.

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

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

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

And the ordinance was declared adopted this 8th day of April, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]  
SECRETARY: Michelle S. S. S.  
DLVD/PARISH PRESIDENT: April 9, 2019  
APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: [Signature]  
RETD/SECRETARY: April 10, 2019  
AT: 3:15 pm RECD BY: [Signature]

## SECTION 00500

### CONTRACT

This agreement entered into this 10<sup>th</sup> day of April, 20 19, by Sealevel Construction, Inc., hereinafter called the "Contractor", whose business address is P. O. Box 1037, Thibodaux, LA 70302, 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:  
Parish Project No. P080502-22A, Engineer's Canal Pump Station Improvements
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Evans-Graves Engineers, Inc.
- 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 January 2019, Addenda number(s) 1, 2, & 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: The Engineer's Canal Pump Station and Discharge was constructed under an easement from the U.S. Army Corps of Engineers, which authorized the construction, operation, and maintenance of the work adjacent to the Bonnet Carre Spillway. The work in this project involves modifications to the existing pump station and discharge, and generally consists of: furnishing and installing one (1) new 26" Direct Drive Mixed Flow Submersible Pump with 200-HP Electric Motor, and associated mechanical work; removing existing generator and furnishing and installing one (1) new 750-kW Diesel Generator and associated electrical work; 26" diameter steel pipe bolted to concrete pipe anchors; associated concrete work at the pump station and discharge; and establishing all new electrical connections and controls; all while maintaining the two (2) existing pumps in place and operating during the entire construction.

## ARTICLE 2

### ENGINEER

- 2.01 The Project has been designed by Evans-Graves Engineers, 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 two hundred forty (240) 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 One Thousand Five Hundred dollars (\$1,500.00) 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:
- a) (\$1,014,305.00) One Million Fourteen Thousand Three Hundred Five 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 One to Three inclusive)
  - h) Contract documents bearing the general title "Engineer's Canal Pump Station Improvements (St. Charles Parish Project P080502-22A)" dated January 2019.
  - i) Drawings, consisting of a cover sheet dated January 2019 and the sheets listed on Drawing one (1); each sheet bearing the following general title: "Engineer's Canal Pump Station Improvements (St. Charles Parish Project P080502-22A)"
  - 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.

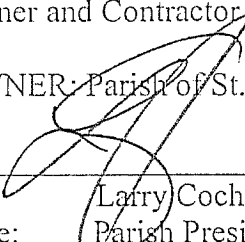
ARTICLE 9

MISCELLANEOUS

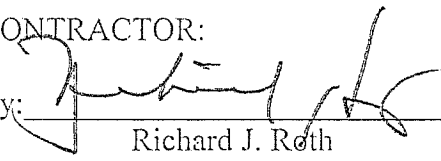
- 9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be 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: Larry Cochran  
Parish President


CONTRACTOR:

By:   
Title: Richard J. Roth  
President

ATTEST:

By:   
Title: Executive Assistant

ATTEST:

By:   
Title: Amanda R. Taylor  
Contract Administrator

END OF SECTION

**2019-0099**

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

**ORDINANCE NO. 19-4-5**

An ordinance approving and authorizing the execution of an Act of Dedication and approval of the Final Plat for Oak Alley Subdivision.

**WHEREAS,** MHI Investments, LLC requests Final Plat Approval for Oak Alley, as shown on plan by Cody DiMarco, PLS titled Final Plat Oak Alley, Survey Plat and Resubdivision of Tract X-1 of Ormond Plantation into Lots 1,2,3,4,5, & Lot Oak Alley of Oak Alley Subdivision, Section 12, T-12-S, R-8-E & Section 1, T-13-S, R-8-E by Code A. DiMarco, PLS dated 7/14/2018, and revised 10/25/2018, 3/15/2019, & 3/22/2019; and,

**WHEREAS,** the developer also requests acceptance of improvements through an Act of Dedication; and,

**WHEREAS,** Oak Alley has been constructed in accordance with the St. Charles Parish Subdivision Regulations of 1981, as amended, with waiver from the geometric standards for streets authorized by Resolution No. 6370 and waiver from the geometric standard for blocks regarding lot arrangement authorized by Resolution No. 6392 of the Parish Council; and,

**WHEREAS,** the developer has submitted all required documents, received all required approvals and paid all required fees.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Act of Dedication and Final Plat submitted by M.H.I Investments, LLC for Oak Alley, are hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute the Act of Dedication and Final Plat on behalf of St. Charles Parish.

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

**YEAS:**       BENEDETTO, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER,  
                  FISHER-PERRIER  
**NAYS:**       HOGAN  
**ABSENT:**    WILSON

And the ordinance was declared adopted this 8th day of April, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

SECRETARY: Michelle Dupontato

DLVD/PARISH PRESIDENT: April 9, 2019

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: 

RETD/SECRETARY: April 10, 2019

AT: 3:15pm RECD BY: 

ACT OF DEDICATION

UNITED STATES OF AMERICA

BY: M.H.I. INVESTMENTS, LLC

STATE OF LOUISIANA

TO: PARISH OF ST. CHARLES

PARISH OF ST. CHARLES

BE IT KNOWN, that on this \_\_\_\_\_ day of \_\_\_\_\_, in the year of Our Lord two thousand and nineteen (2019),

BEFORE ME, the undersigned authority, a Notary Public duly commissioned and qualified in and for the aforesaid Parish and State, therein residing, and in the presence of the two competent witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

M.H.I. INVESTMENTS, LLC, represented by its duly authorized managing member, Gary Smith, whose mailing address shall be 10557 Airline Highway, St. Rose, Louisiana 70087. The above named appearers declared unto me, Notary Public, that they are the owners of that certain tract of real property situated in the Parish of St. Charles, State of Louisiana.

Who, after being duly sworn, declared unto me, Notary, that it is the owner of a certain tract of real property situated on the East Bank of St. Charles Parish, which lands are designated as Oak Alley and described as follows:

Formerly Tract X-1 of Ormond Plantation which has been subdivided into Lot 1, 2, 3, 4, 5 and Lot Oak Alley, Section 12, Township-12-South, Range-8-East, and Section 1, Township-13-South, Range-8-East, St. Charles Parish, Louisiana as shown on Final Plat of Oak Alley by Cody A. DiMarco, P.L.S., Dading, Marques & Associates, LLC, dated July 14, 2018, revised March 15, 2019 and March 22, 2019.

Appears further declared unto me Notary, that on the aforesaid plan of resubdivision it has designated and labeled a certain utility servitude which is named and identified in accordance with the annexed plan by Cody A. DiMarco, P.L.S., Dading, Marques & Associates, LLC, dated July 14, 2018, revised March 15, 2019 and March 22, 2019, as Lot Oak Alley and more particularly described as follows:

THAT CERTAIN PIECE OR PORTION OF GROUND, CONTAINING 22,366.62 SQUARE FEET, SITUATED IN SECTION 12, TOWNSHIP-12-SOUTH, RANGE-8-EAST, AND SECTION 1, TOWNSHIP-13-SOUTH, RANGE-8-EAST, ST. CHARLES PARISH, LOUISIANA, IN THAT PART KNOWN AS OAK ALLEY SUBDIVISION AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY LINE OF ORMOND BOULEVARD AND THE WESTERN RIGHT OF WAY LINE OF OAK ALLEY (EXISTING), THENCE PROCEED IN A SOUTHEASTERLY DIRECTION ALONG THE WESTERN RIGHT OF WAY LINE OF OAK ALLEY (EXISTING), A BEARING OF S18°28'44"E, A DISTANCE OF 354.54 FEET TO A POINT, THE POINT OF

BEGINNING.

THENCE PROCEED IN A SOUTHEASTERLY DIRECTION, A BEARING OF S62°12'00"E, A DISTANCE OF 135.98 FEET TO A POINT; THENCE PROCEED IN A SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 216.82 FEET, A RADIUS OF 235.00 FEET, A CHORD BEARING OF S06°47'58"W, A CHORD DISTANCE OF 209.21 FEET TO A POINT; THENCE PROCEED IN A SOUTHWESTERLY DIRECTION, A BEARING OF S33°13'50"W, A DISTANCE OF 97.47 FEET TO A POINT; THENCE PROCEED IN A SOUTHEASTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 13.69 FEET, A RADIUS OF 10.00 FEET, A CHORD BEARING OF S06°00'03"E, A CHORD DISTANCE OF 12.65 FEET TO A POINT; THENCE PROCEED IN A SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 119.63 FEET, A RADIUS OF 40.00 FEET, A CHORD BEARING OF S40°26'48"W, A CHORD DISTANCE OF 79.77 FEET TO A POINT; THENCE PROCEED IN A NORTHEASTERLY DIRECTION, A BEARING OF N27°21'32"E, A DISTANCE OF 4.00 FEET TO A POINT; THENCE PROCEED IN A NORTHWESTERLY DIRECTION, A BEARING OF N63°13'25"W, A DISTANCE OF 35.80 FEET TO A POINT;

THENCE PROCEED IN A NORTHEASTERLY DIRECTION, A BEARING OF S33°13'50"W, A DISTANCE OF 186.59 FEET TO A POINT; THENCE PROCEED IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 198.10 FEET, A RADIUS OF 145.00 FEET, A CHORD BEARING OF N05°44'07"W, A CHORD DISTANCE OF 183.05 FEET TO A POINT; THENCE PROCEED IN A NORTHWESTERLY DIRECTION ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 82.80 FEET, A RADIUS OF 216.50 FEET, A CHORD BEARING OF N33°05'52"W, A CHORD DISTANCE OF 82.30 FEET TO A POINT, THE POINT OF BEGINNING.

THIS DESCRIPTION IS BASED ON A SUBDIVISION PLAT BY CODY A. DIMARCO, PROFESSIONAL LAND SURVEYOR, DATED JULY 14, 2018, revised March 15, 2019, and March 22, 2019.

The said appearer further declared unto me Notary, that under the covenants, conditions and stipulations hereinafter recited, it does hereby grant and dedicate the servitude described above to St. Charles Parish for the perpetual use of the public for the purpose of access and maintenance of sewer lines, water lines, drainage and street lights.

The said appearers further declared unto me, Notary that the aforesaid dedication and grant of servitude is subject to all of the following terms and conditions, to-wit:

1. The dedication of the servitude is located within the OAK ALLEY SUBDIVISION;
2. The herein grant of the servitude shall constitute the granting only of a right of use being a limited personal servitude in favor of St. Charles Parish.
3. The appearer does hereby reserve all rights of fee title ownership to all of the oil, gas and other minerals in, on and under the property covered and affected by the

aforesaid dedication of OAK ALLEY SUBDIVISION, and the utility, sewer, drainage and street lights servitude granted herein. In connection therewith, the appearer does however, agree to prohibit the use of any part of the surface of any of Oak Alley Subdivision or the servitude for exploration, development or production of minerals. This reservation is made in accordance with the appearer's plan and intention to reserve all of the lots in the OAK ALLEY SUBDIVISION, whereby, however, the appearers will impose a restriction on the entire subdivision against any use of the surface of any lot for the exploration, development or production of minerals.

4. The herein grant of servitude is made by the appearers without any warranty whatsoever, except as provided herein.
5. Appearer warrants that all utilities, sewer facilities, drainage facilities and street lights have been placed within the servitude granted herein.
6. The Parish binds and obligates itself to use the servitude granted herein only for its' intended purpose, namely drainage, sewerage, water and street lights.
7. This dedication and grant are conditioned upon St. Charles Parish maintaining the various utilities, drainage facilities, sewer facilities and street lights within the servitude area described above.
8. The grant herein of the servitude is not exclusive and the appearers reserve the right to use or grant any other rights with respect to said property not inconsistent with the aforesaid servitude grants. The aforesaid grant of servitude shall not be utilized so as to unreasonably interfere with or impair ingress and egress from any of the lots in the OAK ALLEY SUBDIVISION.
9. The dedication and grant made herein are made subject to any existing servitude affecting the OAK ALLEY SUBDIVISION, such as by way of illustration but not limitation, and pipeline servitudes.
10. The herein dedication and grant shall inure to the benefit of the St. Charles Parish or any successor governmental body of St. Charles Parish, which shall be bound by all of the terms and conditions hereof.
11. Appearer warrants that the herein dedication of the servitude is free of any liens and/or encumbrances and that no lots in OAK ALLEY SUBDIVISION have been sold or alienated prior to the date hereof.

AND NOW, to these presents, personally came and intervened:

**ST. CHARLES PARISH**, herein appearing by and through Larry Cochran, Parish President, duly authorized by virtue of an Ordinance of said Parish adopted on the 8<sup>th</sup> day of April, 2019, a certified copy of which is annexed hereto and made part hereof.

and said St. Charles Parish does hereby accept, approve and ratify the herein dedication and grant under all of the terms and conditions as contained herein above , and does also hereby acknowledge that the construction of the utilities, drainage facilities, sewer facilities and street lights in said subdivision dedicated herein have been satisfactorily completed in accordance with all requirements and that all utility, drainage facilities, sewer facilities, and street lights in OAK ALLEY SUBDIVISION have been likewise satisfactorily completed in accordance with all requirements, and St. Charles Parish does hereby accept them and assume the maintenance thereof.

Appears further acknowledge that this Act of Dedication is subject to Resolution No. 6392 adopted on January 22, 2019 by the St. Charles Parish Council a copy of which is attached hereto.

**THUS DONE AND PASSED**, in triplicate originals, in my office on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES:

**MHI INVESTMENTS, LLC**

\_\_\_\_\_  
NAME:

\_\_\_\_\_  
BY: **GARY SMITH**

\_\_\_\_\_  
NAME:

\_\_\_\_\_  
NOTARY PUBLIC

NAME: \_\_\_\_\_

BAR NO.: \_\_\_\_\_

**ST. CHARLES PARISH**

\_\_\_\_\_  
NAME:

\_\_\_\_\_  
BY: **LARRY COCHRAN**  
**PARISH PRESIDENT**

\_\_\_\_\_  
NAME:

\_\_\_\_\_  
NOTARY PUBLIC

NAME: \_\_\_\_\_

BAR NO.: \_\_\_\_\_

**CERTIFICATE OF AUTHORITY  
OF  
M.H.I. INVESTMENTS, L.L.C.**

A meeting of the Members of **M.H.I. INVESTMENTS, L.L.C.** was held on this 16th day of AUGUST, 2018, at the municipal address of the limited liability company in the Parish of St. Charles, State of Louisiana. In said meeting, the following Certificate of Authority was adopted unanimously:

BE IT HEREBY RESOLVED that Gary L. Smith, representing this limited liability company as Managing Member, is hereby authorized and empowered for and on behalf of this company to sign and execute any and all documents, notarial acts or other instruments regarding the Oak Alley Subdivision for M.H.I. Investments, LLC located in Destrehan, Louisiana, as he deems fit and proper.

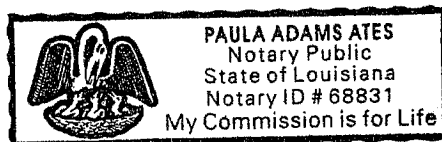
BE IT FURTHER RESOLVED that the said Gary L. Smith is hereby authorized to sign and execute on behalf of this company any and all documents, notarial acts, or other instruments in order to carry out the purpose of this Certificate of Authority; to do any and all other things as he, in his sole discretion, deems fit or proper to carry out this Certificate of Authority.

We, the undersigned Members of **M.H.I. INVESTMENTS, L.L.C.**, do hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted at a meeting of the Members, duly called, convened and held in St. Charles Parish, Louisiana, on the 16th day of AUGUST, 2018, with all Members present and voting, after receiving due notice of said meeting, and that the same has not been rescinded, revoked or modified.

  
\_\_\_\_\_  
**GLEN D. SMITH, MEMBER**

  
\_\_\_\_\_  
**GARY L. SMITH, SR., MEMBER**

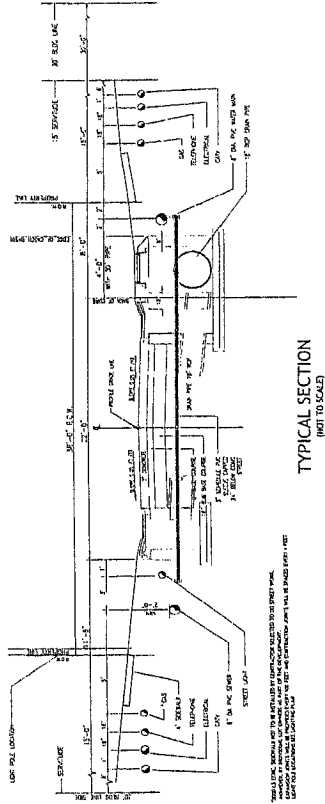
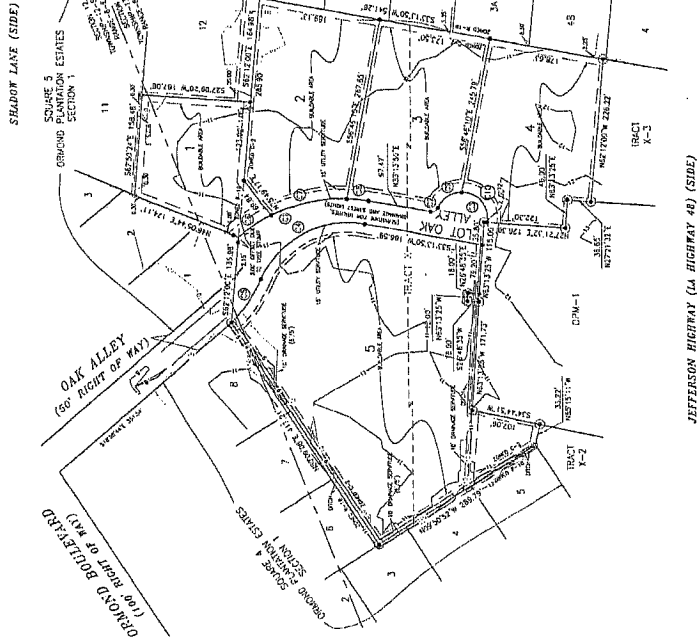
  
\_\_\_\_\_  
**Notary Public**



FINAL PLAT  
OAK ALLEY

SURVEY PLAT AND RESUBDIVISION OF TRACT X-1 OF  
ORMOND PLANTATION INTO LOTS 1, 2, 3, 4, 5 & LOT OAK A

OAK ALLEY SUBDIVISION,  
SECTION 12, TOWNSHIP-12-SOUTH, RANGE-14E,  
& SECTION 1, TOWNSHIP-13-SOUTH, RANGE-14E,  
ST. CHARLES PARISH, LOUISIANA



| AREA TABLE    |             |
|---------------|-------------|
| LOT           | SQUARE FEET |
| 1             | 33,099.34   |
| 2             | 53,863.02   |
| 3             | 48,512.40   |
| 4             | 50,529.28   |
| 5             | 143,250.73  |
| LOT OAK ALLEY | 22,366.62   |

| CURVE DATA |            |        | COORD     |           |
|------------|------------|--------|-----------|-----------|
| CURVE      | ARC LENGTH | RADIUS | STATION   | ELEVATION |
| C1         | 215.82     | 215.00 | 50+00.00  | 704.21    |
| C2         | 215.82     | 215.00 | 50+215.82 | 704.21    |
| C3         | 118.16     | 118.00 | 50+333.98 | 707.37    |
| C4         | 118.16     | 118.00 | 50+452.14 | 707.37    |
| C5         | 118.16     | 118.00 | 50+570.30 | 710.53    |
| C6         | 85.90      | 85.90  | 50+656.20 | 722.91    |
| C7         | 61.12      | 216.50 | 51+270.31 | 804.95    |
| C8         | 92.40      | 216.50 | 51+362.71 | 804.95    |
| C9         | 34.30      | 216.00 | 51+407.01 | 734.27    |
| C10        | 47.50      | 40.00  | 51+454.51 | 722.64    |
| C11        | 72.63      | 40.00  | 51+527.14 | 722.69    |

RECORDED IN: THE CLERK OF COURTS

BOOK \_\_\_\_\_ FOLIO \_\_\_\_\_  
 ENTRY NO. \_\_\_\_\_

APPROVED: 

DATE \_\_\_\_\_  
RISK PRESIDENT \_\_\_\_\_

7-8-11  
DATE

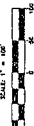
CONFORMS TO ALL PARISH ORDINANCES GOVERNING THE DIVISION OF LAND.

**TATEMENT OF DEDICATION:**

AREAS SHOWN AS SERVITUDES ARE GRANTED AND DEDICATED TO THE PUBLIC FOR THE GENERAL PERPETUAL USE OF THE PUBLIC. NO BUILDINGS, STRUCTURE, OR FENCE SHALL BE INSTRUCTED, NOR SUBIRRELY PLANTED WITHIN THE LIMITS OF ANY SERVITUDE, SO AS TO INTERFERE OR UNREASONABLY INTERFERE WITH ANY PURPOSE FOR WHICH THE SERVITUDE IS GRANTED. THIS STATEMENT OF DEDICATION IS PARAPHRASED BY THE ST. CHARLES PARISH BOARD OF ORDNANCE, APPENDIX C-5T, CHARLES PARISH SUBDIVISION REGULATIONS OF 1981, SECTION 101.01(G)(H) AS AMENDED BY RESOLUTION NO. 6392 DATED THE 22ND DAY OF JANUARY, 2019.

### LOOD ZONE INFORMATION

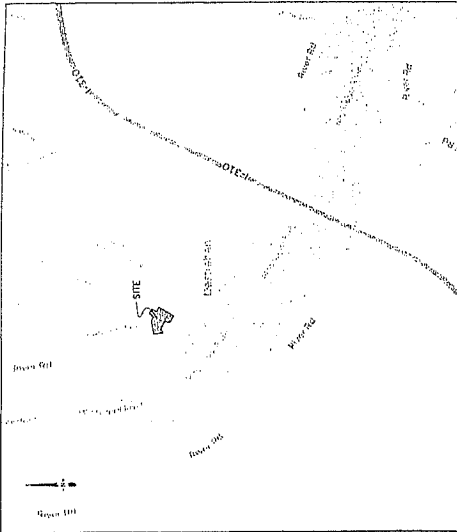
AND DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "7" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NUMBER 2201601025C, WITH A DATE OF CERTIFICATION BEING 09/16/1992, REVISED 05/02/2003, FOR COMMUNITY PANEL 171414A, IN ST. CHARLES PARISH, STATE OF LOUISIANA, WHICH IS THE PRESENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS LOCATED.

[illegible]

**LEGEND:**

One can find more information about the company at [www.oxfordjournals.org](http://www.oxfordjournals.org).

REPEATED PER PARISH COMMENTS 3/22/2018  
REMOVED TO FINAL PLAN 3/15/2018  
REMOVED TO SHOW IS MULTI SECTORS 10



VICINITY MAP  
(1" = 2000')

**DEVELOPER:**

JAH INVESTMENTS, LLC  
 10557 AIRLINE HIGHWAY  
 ST. ROSE, LOUISIANA, 70087

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**CURRENT ZONING:** ZONED C-2 (GENERAL COMMERCIAL DISTRICT - RETAIL SALES) & R-18 (SINGLE FAMILY RESIDENTIAL, DETACHED DISTRICT)  
STEARNS STEARNS

**LAND USE STATEMENT:**

ST. CHARLES PARISH LAND USE REGULATIONS, INCLUDING SETBACK STANDARDS, SUPERSEDE PRIVATE SUBDIVISION COVENANTS WHERE PARISH REGULATIONS ARE MORE RESTRICTIVE.

## GENERAL SURVEY NOTES:

1. IMPROVEMENTS MAY NOT BE TO SCALE FOR CLARITY. THE DIMENSIONS SHOWN PREVAIL OVER SCALE.
2. LOT OWNERS NAMES AND ADDRESSES ARE AS THEY APPEAR ON THE ST. CHARLES PARISH TAX ASSESSORS SITE.
3. THE MONUMENTS WILL BE SET UPON PARISH APPROVAL.

4. ZONING INFORMATION OBTAINED FROM THE ST. CHARLES PARISH INTERACTIVE GIS SERVICE AND ST. CHARLES PARISH WEBSITE

5. SEWERAGE DISPOSAL - NO PERSON SHALL PROVIDE A METHOD OF SEWERAGE DISPOSAL, EXCEPT CONNECTION TO AN APPROVED SANITARY SYSTEM, UNTIL THE METHOD OF TREATMENT AND DISPOSAL HAS BEEN APPROVED BY THE LOUISIANA DEPARTMENT OF HEALTH OR MODERN EQUIVALENT.
6. THERE ARE NO PRIVATE RESTRICTIONS/RESTRICTIVE COVENANTS ON THE LOTS AT THIS TIME PER LETTER FROM WHI INVESTMENTS, LLC TO ST. CHARLES PARISH PLANNING AND ZONING DEPARTMENT DATED MARCH 19, 2019.

#### SURVEY REFERENCE:

1. RESUBDIVISION OF THE ORONOMO PLANTATION MARSHES & TRACT X INTO TRACTS X-1, X-2, X-3 & OPM-1, ORONOMO PLANTATION BY CODY A. DANAARD, P.L.L.C. DATED MARCH 2, 2018, LAST REVISED JULY 19, 2018.
2. ORONOMO PLANTATION ESTATES, SECTION 1 BY DONALD PAUL BOURELLEUX, SURVEYOR DATED APRIL 4, 1973.

**BASIS OF BEARING:**

TAKEN FROM REFERENCED SURVEY PLAT NO. 1.

## ELEVATION NOTES:

ELEVATIONS HEREON ARE ESTABLISHED BY THE LOUISIANA STATE PLANE COORDINATE SYSTEM, LOUISIANA SOUTH ZONE USING 1911 C-47 SOLUTION DATED 7/7/2018 AND 31 MARCH 28 2020 STA

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|---|
| <p>FROM: PAUL<br/>         SURVEY PLAT AND RECORDATION OF PLAT NO. 1<br/>         CHANDLER MARTIN TRACT, LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827</p> |
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**2019-0006**

**INTRODUCED BY: DICK GIBBS, COUNCILMAN, DISTRICT III**

**RESOLUTION NO. 6392**

A resolution providing supporting authorization to endorse a waiver from the geometric standards regarding lot arrangement.

**WHEREAS,** the St. Charles Parish Subdivision Ordinance of 1981 requires that the St. Charles Parish Council endorse waivers from subdivision; and,

**WHEREAS,** the subdivider has requested a waiver from the requirements for minimum frontage on a developed public street, or lot arrangement; and,

**WHEREAS,** the Planning and Zoning Commission approved the requested waiver at their January 10, 2019 meeting.

**NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL,** does hereby provide this supporting authorization to endorse the waiver from minimum frontage on a developed public street (lot arrangement) for Oak Alley Subdivision as requested by Gary Smith.

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

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

**NAYS:** HOGAN

**ABSENT:** NONE

And the resolution was declared adopted this 22nd day of January, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: 9:40 am RECD BY: \_\_\_\_\_

2019-0100

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(GENERAL GOVERNMENT BUILDINGS)

ORDINANCE NO. 19-4-6

An ordinance to approve and authorize the execution of an Engineering Services Contract between Huseman & Associates, LLC and St. Charles Parish to perform electrical and mechanical consulting engineering services associated with the replacement of the 2 HVAC units #2 and #4 at the St. Charles Parish Courthouse located at 15045 River Rd., Hahnville, LA 70057.

WHEREAS, the 2 HVAC Units for the Courthouse have reached the normal industry expected life span and are showing increased signs of excessive internal mechanical wear; and,

WHEREAS, the units are a vital component in maintaining the temperature and air quality in the Courthouse at a level acceptable to ensure the comfort and safety of its occupants; and to ensure that the environment is suitable to maintain the integrity of electronic equipment, servers and vital paper records; and,

WHEREAS, it is the desire of the Parish to develop a plan to replace the existing units with new equipment that requires relocating existing mechanical & electrical components in order to accommodate the new system; and,

WHEREAS, it is the desire of the Parish to engage a qualified firm to provide engineering services for the development of a plan to the existing mechanical room to accommodate the new HVAC's and to develop a strategic plan to implement the relocation of existing mechanical & electrical infrastructure and the installation of the new units; and,

WHEREAS, the professional services contract will be in an amount of \$89,000.00; and,

WHEREAS, it is the desire of the Parish and Huseman & Associates, to enter into an Engineering Services Contract for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Engineering Services Contract between Huseman & Associates, LLC and St. Charles Parish to perform electrical and mechanical consulting engineering services associated with the replacement of the 2 HVAC Units at the St. Charles Parish Courthouse located at 15045 River Rd., Hahnville, LA 70057 is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Engineering Services Contract on behalf of St. Charles Parish and to act on behalf of St. Charles Parish in all matters pertaining to this project.

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

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

And the ordinance was declared adopted this 8th day of April, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: 3:15 pm

RECD BY: \_\_\_\_\_

SMALL PROJECT  
CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 10<sup>th</sup> day of April 2019, 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 Huseman and Associates, LLC, a limited liability company on acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the SCP Courthouse AHU #2 and #4 Replacement project as described in Ordinance No. 19-4-6 which is attached hereto and made a part hereof.

1.0 GENERAL

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

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

2.1 General

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

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

Replacement of AHU #2 and AHU #4 and the air delivery system (dual duct VAV's with single duct VAV's and hydronic heating), as well as replacement of the pneumatic controls with digital controls for the St Charles Parish Courthouse building. AHU #2 serves floor 1 on the Courthouse Lane side and a portion of the rear of the building on Joe Louis Lane. AHU#4 serves part of floor 2 on the Courthouse Lane side of the building.

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

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

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

2.2 N/A Conceptual Design Report Phase(mark with X if required or N/A if not required)

2.2.1 Conducting a Pre-Design Meeting Workshop with the Owner.

- 2.2.2 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.
- 2.2.3 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project and participating in consultations with such authorities.
- 2.2.4 Preparing a comprehensive Conceptual Design Report presenting selected solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum: (mark with X if required or N/A if not required)
  - N/A Discussion of project background and need.
  - X Schematic layouts, sketches, or photographs.
  - X Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
  - X Any special material specifications including major equipment specifications.
  - NA A preliminary cost estimate for each alternative.
  - X Engineer's conceptual opinion of probable costs for the selected alternative.
  - NA Discussion as to what permits are needed, time to acquire approvals, and potential adjacent land owner authorizations/servitudes that need addressing.
  - X Discussion of the type of additional services, mentioned in 2.2.3, that will be needed.
- 2.2.5 Meeting with the Owner and presenting findings of the Conceptual Design Report.
- 2.2.6 The Conceptual Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Conceptual Design.
  - Two(2) copies of the report for review.
  - Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format.
  - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.
- 2.3 Design Memorandum Phase
  - 2.3.1 The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria established in Conceptual Design and initiate acquiring necessary permits and servitudes. The document will be used in the development of final design plans and specifications and will serve as a guide by designers and other interested parties.
  - 2.3.2 The Design Memorandum will consist minimally of the following sections: (mark with X if required or N/A if not required)
    - N/A Site Development – project site plan that includes anticipated construction area required and any known servitudes or property owners.
    - N/A Hydraulics - if necessary
    - N/A Treatment Processes - if necessary
    - X Design Criteria including a listing of all standard specifications to be used by type (concrete, piling, steel electrical, roads/foundations, etc)

- X Preliminary Drawings –11X17 minimum size
  - X The following indexes: Drawings, Division 00 St Charles Parish Bidding/Contract Documents showing revision number, Division 01 St Charles Parish General Specifications showing revision number, and Division 02-16 material and equipment specifications, to be used in final design.
  - X Engineer's preliminary opinion of probable costs.
  - X Summary of estimated quantities – initial bid schedule
  - N/A Instrumentation & Control Philosophy
  - N/A Power Requirements
  - N/A Additional data that will be needed, such as topographical, geotechnical, and project surveying.
- 2.3.3 The engineer will deliver to owner within 15 days following Design Memorandum authorization, a detailed description(including specifications) and estimated cost of required additional services such as site survey, topographical survey, or geotechnical investigation. In addition, the engineer will also deliver estimated time and cost to apply for regulatory permits from local, state or federal authorities. The owner will have the option to utilize their own surveyor, land/servitude acquisition consultant, permit consultant, or geotech firm.
- 2.3.4 Meeting with the Owner and presenting findings of the Preliminary Design Report.
- 2.3.5 The Preliminary Engineering Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Design Memorandum.
- Two(2) copies of the report for review.
  - Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format.
  - Two(2) copies of the drawings(11x17 minimum).
  - Once the drawing review is complete, submit one copy of the revised drawings.
  - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.
- 2.4 Design Phase
- 2.4.1 Prepare for incorporation into Contract Documents final drawings based on the accepted preliminary design documents to show the scope, extent, and character of the work to be furnished and performed by Contract (hereinafter called "Drawings") and Specifications which will be prepared in conformance with the sixteen-division format of the Construction Specifications Institute.
- 2.4.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.
- 2.4.3 Preparing the contract/bid document that includes St. Charles Parish's Standardized Construction Contract files and the added engineer's specifications for review and approval by the Owner (and the Owner's legal and other advisors).
- 2.4.4 Meeting with the Owner and presenting the final design.
- 2.4.5 The Final Design Services shall be completed and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Design Phase.
- Two(2) copies of the contract/bid document for review.

- Once the contract/bid document has been finalized, submit two(2) stamped copies of the revised document plus one(1) electronic file copy in PDF format.
- Two(2) copies of the drawings – D Size for review.
- Once the drawing review is complete, submit two stamped copies of the revised drawings plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format.
- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

## 2.5 Bidding Phase

- 2.5.1 Produce Contract Documents (specifications and 22" by 34" drawings) for each Project for bidding purposes.
- 2.5.2 Assist Owner as necessary in advertising for and obtaining bids for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend Pre-Bid Conferences and receive and process fees for Bidding Documents. Distribute Bidding Documents to potential bidders.
- 2.5.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 2.5.4 Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (herein called "Contractor") for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 2.5.5 Consult with Owner and confirm in writing the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award is required by the Bidding Documents.
- 2.5.6 Attend the Bid Opening, prepare Bid Tabulation Sheets and assist Owner in evaluating bids or proposals and recommend, in writing, contract awarding. In addition, Engineer shall assemble contract documents as specified in Exhibit A on page 18 attached hereto and made a part hereof, for presentation and execution.

## 2.6 Construction Phase

### During the Construction Phase

- 2.6.1 General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.
- 2.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress.
  - 2.6.2.1 Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, Engineer shall

endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.

- 2.6.2.2 The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided in 2.6.3. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.
- 2.6.3 Defective Work. During such visits and on the basis of such observations, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 2.6.4 Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents.
- 2.6.5 Shop Drawings. Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided in 2.6.3.
- 2.6.6 Substitutes. Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.
- 2.6.7 Inspections and Tests. Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally

that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

- 2.6.8 Dispute between Owner and Contractor. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 2.6.9 Applications for Payment. Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
  - 2.6.9.1 Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
  - 2.6.9.2 By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided in, but not limited to paragraph 2.6.3.
- 2.6.10 Construction Closeout Document. Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract

Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.

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

2.7 Close-out and Operational Phase  
During this Phase, Engineer shall:

- 2.7.1 Specify that the Contractor provide start-up services for the new equipment.
- 2.7.2 Specify that the Contractor provide training for Owner's staff to operate and maintain the new facility.
- 2.7.3 Assemble 3 complete sets of equipment manufacturer's operation and maintenance manuals in proper order for Owner's future reference.
- 2.7.4 Assemble 6 complete sets of approved shop drawings in proper order for Owner's future reference.
- 2.7.5 Provide technical consultation and assistance in correcting warranty items.
- 2.7.6 Provide assistance in connection with the refining and adjusting of new equipment or system.
- 2.7.7 Specify that the Contractor shall submit a "redline" set of "as built" drawings. Engineer shall provide a final set of stamped project drawings to incorporate the Contractor-provided "as built" set of drawings along with one(1) electronic file copy of these drawings in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "as built".

- 2.7.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
- 2.7.9 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.
- 2.8 Resident Engineer and Inspection
  - 2.8.1 Engineer shall furnish, if requested, a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. The RPR(s), and the level of support supplied, shall be subject to approval by the Owner.
  - 2.8.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of the Contractor.
  - 2.8.3 The RPR shall be the Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
  - 2.8.4 Duties and Responsibilities of RPR.
    - 2.8.4.1 Schedules. Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
    - 2.8.4.2 Conferences and Meetings. Attend meetings with Contractor, such as Pre-Construction Conferences, Progress Meetings, Job Conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
    - 2.8.4.3 Liaison:
      - Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
      - Assist in obtaining from Owner additional details or information when required for proper execution of the Work.
    - 2.8.4.4 Shop Drawings and Samples:
      - Record date of receipt of Shop Drawings and samples.
      - Receive samples which are furnished at the site by Contractor and notify Engineer of availability of samples for examination.
      - Advise Engineer and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.
    - 2.8.4.5 Review of Work, Rejection of Defective Work, Inspection and Test.
      - Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general

- proceeding in accordance with the Contract Documents.
- Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.
  - Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
  - Accompany visiting inspectors representing public agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
- 2.8.4.6 Interpretation of Contract Documents. Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
- 2.8.4.7 Modifications. Consider and evaluate Contractor suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer.
- 2.8.4.8 Records.
- Maintain at the job site orderly files for correspondence, reports for job conferences, Shop Drawings, and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.
  - Keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer and Owner.
  - Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
  - Keep pictorial record of progress of project.
- 2.8.4.9 Reports:
- Furnish Engineer and Owner periodic (daily) reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

- Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
  - Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Directive Changes and Field Orders in accordance with State and Local Laws.
  - Report immediately to Engineer and Owner upon the occurrence of any accident.
- 2.8.4.10 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure as set forth in the Construction Contract for their submission and forward with recommendations to Engineer noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.
- 2.8.4.11 Certificates, Maintenance and Operations Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the times actually installed and in accordance with the Contract Documents, and having this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.
- 2.8.4.12 Completion.
- Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
  - Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
  - Observe that all items on final list have been completed or corrected and make recommendation to Engineer concerning acceptance.
- 2.8.5 Limitation of Authority.
- 2.8.5.1 Resident Project Representative
- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.
  - Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
  - Shall not undertake any of the responsibilities of Contractor, Sub-Contractor or Contractor's superintendent.
  - Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
  - Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
  - Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
  - Shall not authorize Owner to occupy the project in whole or in part.

- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

### 3.0 SERVICES OF THE OWNER

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

### 4.0 COMPENSATION

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

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

X Lump Sum amount of \$89,000.00 paid according to section 4.1.1.3

- 4.1.1.1 The fee for basic engineering services based on a percentage of the construction costs will have a maximum limitation of 110% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract. The fee for basic engineering services based on a percentage of the construction cost will have a minimum limitation of 90% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract.
- 4.1.1.2 An estimated construction cost based on the Engineer's conceptual opinion of probable cost for the project shall initially be used for the determination of interim fees until the more detailed Engineer's revised opinion of probable total project costs based on the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract is available.
- 4.1.1.3 Payment for basic engineering services shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall

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

- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
  - Ten percent (10%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
- For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.3 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.6 inclusive, Owner agrees to pay Engineer as follows:
  - Sixty percent (60%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
- For performing services outlined in Sections 2.5 Bidding Phase, Paragraphs 2.5.1 through 2.5.6 inclusive and Section 2.6 Construction Phase, Paragraphs 2.6.1 through 2.6.15 inclusive, and Section 2.7, Close-out and Operational Phase, Paragraphs 2.7.1 through 2.7.8 inclusive, the Owner agrees to pay Engineer as follows:
  - Thirty percent (30%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

4.1.1.4 Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:

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

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

- 4.1.2 Owner shall pay Engineer for the performance of Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.8 through 2.8.5.1 inclusive, at monthly intervals based on either the hourly rate included in Exhibit C on page 19 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by billable hours for a not to exceed amount.
- 4.2 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary Basic Engineering or Resident Engineering and Inspection Services, the Owner shall pay Engineer in accordance with Paragraph 4.2.1 through 4.2.3, based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.
- 4.2.1 For Additional Services provided by the Engineer such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Engineer based on either the hourly rate included in Exhibit B on page 20 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by either billable hours, lump sum, or not to exceed amount.
- 4.2.2 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
- A copy of the Owner's written authorization to perform the service.
  - Timesheets for all hours invoiced.
  - Invoice copies, logs or other substantiation of nonsalary expenses.
- 4.2.3 For Additional Services that Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in Section 10, Paragraph 10.4 and Section 11, Paragraph 11.4 of this Contract. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
- A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed.
  - Evidence that the subcontractor and/or subconsultant is insured as required by Section 10, Paragraph 10.4 of this Contract.
- 4.2.4 For Additional Engineering described in Section 5, Paragraph 5.1.1, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.
- 5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING
- 5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.11 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.11 inclusive.
- 5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic

Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.

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

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

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

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

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

5.1.2.5 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)

5.1.2.6 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.

5.1.2.7 Providing renderings or models for Owner's use.

5.1.2.8 Preparing documents in addition to those furnished under Design Engineering and Construction Services for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.

5.1.2.9 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.

5.1.2.10 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.

- 5.1.2.11 Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

6.0 OWNERSHIP OF DOCUMENTS,

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

7.0 TERMINATION.

- 7.1 This Agreement may be terminated by either party upon thirty (30) days written notice.
- 7.2 The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 7.5 Failure to meet agreed delivery dates or authorized extensions pertaining to Contract sections 2.2.8, 2.3.3, and 2.7.9 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 project designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.
- 14.0 EXCLUSIVE JURISDICTION AND VENUE
- 14.1 For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon ENGINEER'S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

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

WITNESSES:

Re S. DeLeon  
Billy Raymond

ST. CHARLES PARISH

[Signature]  
 Larry Cochran  
 Parish President

WITNESSES:

M. Michelle Gitchrist  
M. Michelle Gitchrist  
Kim Yen  
KIM YEN

ENGINEER

[Signature]  
 Jeffrey Huseman, P.E.  
 President  
 Huseman & Associates, L.L.C.

## EXHIBIT A

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

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

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

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

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

### One(1) contract document with the following:

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



March 21, 2019

St Charles Parish Government  
P.O. Box 302  
Hahnville, LA 70057  
ATTENTION: Mr. Bob Messerly

## EXHIBIT B

Dear Bob,

*Via Email*

We appreciate the opportunity to submit a fee proposal to perform electrical and mechanical consulting engineering services associated with the project reference above.

It is our understanding that the intent of this project is to design mechanical and electrical construction documents for the replacement of AHU #2 and AHU #4 and the air delivery system (dual duct VAV's with single duct VAV's and hydronic heating), as well as replacement of the pneumatic controls with digital controls for the St Charles Parish Courthouse building. AHU #2 serves floor 1 on the Courthouse Lane side and a portion of the rear of the building on Joe Louis Lane. AHU#4 serves part of floor 2 on the Courthouse Lane side of the building. Architectural work shall be performed by Murray Architects.

Our engineering service consists of providing construction documents and construction administration for the following scope of work:

### PART I - Construction Documents

#### A. MEP Design

1. Size, specify and select new AHU.
2. Design ductwork modifications required to convert system from dual duct VAV to single duct VAV.
3. Design specify removal of related (VAVs, etc.) pneumatic controls and replace with digital controls compatible with the existing Carrier control system.
4. Design and specify modifications for hydraulic hot water heating system as required for new VAVs.
5. Design and specify replacement plumbing above the Deputy Clerk of Courts office.
6. Design and specify HVAC and electrical as required in Deputy Clerk of Courts and voter registers office.
7. Specifications and related schedules.
8. Design associated electrical.
9. Specify sequence of construction to minimize "down time".
10. Project meetings.

#### B. Architectural Design (performed by Murray Architects)

1. Provide architectural CD's to facilitate the removal and replacement of the existing HVAC equipment on the first floor.

### PART II - Bid

1. Attend pre-bid meeting and assist with bid news.

### PART III - Construction Administration

1. Review shop drawings.
2. Project observations.

Our fee for the above scope of work shall be:

|                                 |                    |
|---------------------------------|--------------------|
| Parts I and II (A*+B*&Bid)..... | \$75,650.00        |
| Part III (CA) .....             | <u>\$13,350.00</u> |
| <b>Total.....</b>               | <b>\$89,000.00</b> |

The fee quoted above is based on:

1. Receiving owner provided survey including elevations, utilities, servitudes, etc. if required.
2. Receiving Owner provided "As built" drawings.

The fee quoted above does not include:

1. Structural services.
2. Permit fees.

Reimbursable expenses shall include expenses incurred by the engineer in the interest of the project for:  
Reproduction, Plotting, Courier service (if required)

We will invoice you upon completion of the construction documents or monthly for work rendered, whichever comes first, and monthly during construction administration. Payment terms are net 45 days. Invoices will be past due after 45 days and a late charge of 1.5% per month will accrue

This proposal expires 30 days from date issued, unless executed, after which time this proposal shall be considered null and void.

If you have any questions concerning the above, please do not hesitate to contact me.

Sincerely,  
Huseman & Associates, L.L.C.

Jeffrey Huseman, P.E.

JH:mg

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Owner or Authorized Agent



**HUSEMAN**  
**& Associates**  
Consulting Engineers

EXHIBIT C

**2019 H&A Hourly Rates**

|                                    |          |
|------------------------------------|----------|
| Principal .....                    | \$195.00 |
| Senior Professional Engineer ..... | \$165.00 |
| Department Head.....               | \$165.00 |
| Project Manager .....              | \$165.00 |
| Professional Engineer.....         | \$150.00 |
| Engineer (E.I.T) .....             | \$125.00 |
| Senior Designer.....               | \$125.00 |
| CAD Operator .....                 | \$100.00 |
| Administrative Personnel .....     | \$ 60.00 |

Expenses.....actual cost

Travel: (if required)  
Mileage.....\$ .50 per mile  
Travel time.....per hourly rate

2019-0101

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

RESOLUTION NO. 6401

A resolution in support of construction services guidelines for  
Esperanza Business Park – Phase II.

**WHEREAS**, the St. Charles Parish Subdivision Regulations require that an inspection guidance document be prepared and submitted to the Parish Council for approval (Subdivision Regulations. II.F.5.b.); and,

**WHEREAS**, the attached construction services guidelines were prepared for the Esperanza Business Park – Phase II; and,

**WHEREAS**, the Public Works Department recommends approval of the attached construction services guidelines.

**NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL**, do hereby provide this supporting authorization to endorse the construction services guidelines for Esperanza Business Park – Phase II.

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

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

NAYS: HOGAN

ABSENT: WILSON

And the resolution was declared adopted this 8th day of April, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: April 9, 2019

APPROVED: [Signature] DISAPPROVED:                     

PARISH PRESIDENT:                     

RETD/SECRETARY: April 10, 2019

AT: 3:15 pm RECD BY: [Signature]

## **Esperanza Business Park – Phase II Parish Construction Services**

The guidelines below will be used by St. Charles Parish Department of Public Works to provide engineering and inspection services during construction of Esperanza Business Park – Phase II. These services apply to construction of roads, drainage, sanitary sewage facilities and street lighting.

1. Review and approve construction schedule.
2. Review and approve shop submittals of materials and equipment for conformance with the approved subdivision or land development plans, and good engineering practice.
3. Review and approve construction testing plan.
4. Observe construction when needed for conformance with the approved subdivision or land development plans.
5. Identify and report any non-conformities with the construction.
6. Coordinate any unforeseen design and construction issues with the developer's engineer and contractor.
7. Prepare daily reports for construction observation.
8. Attend progress meetings as needed.
9. Perform a final inspection and prepare a final punchlist.
10. Review and approve as-built drawings.
11. Review and approve operation and maintenance manuals as needed.
12. Obtain warranties as needed.

2019-0102

INTRODUCED BY: ST. CHARLES PARISH COUNCIL

RESOLUTION NO. 6402

A resolution in opposition of all proposed legislation that transfers the administration and collection of local sales & use taxes to the Louisiana Department of Revenue.

WHEREAS, the Constitution of the State of Louisiana grants local governments the right to levy and collect local sales and use taxes; and,

WHEREAS, there are several constitutional amendments and bills introduced in the 2019 Regular Legislative Session that would transfer collection responsibility of local sales and use tax levies to the State Department of Revenue; and,

WHEREAS, local taxing authorities possess the best knowledge and experience to properly collect its own taxes and have a proven record of proactive advancements in the areas of enforcement, audit coverage, dispute resolution, reporting technology, and successful litigation; and,

WHEREAS, the State of Louisiana's budget issues do not offer prospects for the Department of Revenue to have sufficient resources to provide the necessary taxpayer assistance, enforcement programs, and training of its employees on the specific application of local sales and use tax ordinances without significant cost contributions from local governments, thereby resulting in the direct and indirect loss of local tax receipts; and,

WHEREAS, many local taxing authorities have issued bonded indebtedness guaranteed by the passage locally adopted sales and use tax levies, collection of said levies the direct responsibility of local governments, and which transfer of that responsibility to a state agency may generate legal challenges and jeopardize future bond issues; and,

WHEREAS, the central local collector in each parish is directly responsible to the local taxing authorities and their elected officials for the performance of local tax administration, and the Secretary Revenue being an appointee of the Governor of the state, uncertainty exist as to who in the Department of Revenue will be accountable to local taxing authorities for the performance of such critical local tax administration.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, is opposed to any and all proposed legislation that transfers the administration and collection of local sales and use taxes to the Louisiana Department of Revenue.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to Senator Gary L. Smith, Jr., Senator Edward J. "Ed" Price, Representative Gregory A. Miller, Representative Randal L. Gaines, and Representative Joseph A. Stagni, to make them aware of our position on this matter.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Police Jury Association Executive Director asking to forward this resolution to the appropriate parties.

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

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

NAYS: NONE

ABSENT: WILSON

And the resolution was declared adopted this 8<sup>th</sup> day of April, 2019, to become effective five (5) days after publication in the Official Journal.

2019-0102 Revised Oppose Legislation-transfer of Local Use Taxes to Dept. of Revenue

CHAIRMAN: Julia Fisher-Perrin

SECRETARY: Nichelle Dupont

DLVD/PARISH PRESIDENT: April 9, 2019

APPROVED: [Signature]

DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: April 10, 2019

AT: 3:15 pm RECD BY: [Signature]