

LEGALS

ST. CHARLES PARISH PUBLIC NOTICES



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(504) 231-0070
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PUBLIC NOTICE

PLANNING & ZONING COMMISSION
THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON APRIL 3, 2014 AT 7:00 P.M., IN THE COUNCIL CHAMBER OF THE HAHNVILLE COURTHOUSE TO HEAR THE FOLLOWING CASES:
PZSPU-2014-04 requested by **Lisa Carey** for a special permit for a multifamily (R-3 use) for 2 units in a C-2 zoning district with a waiver of the required parking at **309 and 311 Paul Maillard Road, Luling**. Council District 2.
PZS-2014-07 requested by **Riverside Mobile Home Park, Inc.** for resubdivision of a portion of Lot 59 of the Coteau de France or Ranson Tract into lots 9A and 9B situated in Section 4, T14S R20E, **141 Kliner Road, Des Allemands**. Zoning District R-1A(M), Council District 4.
PZHO-2014-02 requested by **Brennen Dauzat** to operate the following home occupation – "Four Seasons Groundworks, LLC" – a lawn maintenance business. The home office will be at **603 Evangeline Road, Montz**, Zoning District R-1A, Council District 6.
PZHO-2014-03 requested by **Rodney W. Palmisano** to operate the following home occupation – "R. W. Palmisano Contractors, LLC" – a contractor. The home office will be at **23 Holster Lane, St. Rose**, Zoning District R-1A, Council District 5.
PZR-2014-02 requested by **Stacey Williams** for zoning reclassification from R-1A(M) to C-3 on lots 20 and 21 of Booker T. Washington Subdivision at **404 South Kinler Street, Boutte**, Council District 1.
PZSPU-2014-03 requested by **Blacks Corner Bar, Inc.** for a Special Use Permit to operate at **404 South Kinler Street, Boutte** with waivers of required hard surface parking, loading, buffer fence and landscaping. Zoning District R-1A(M)/proposed C-3, Council District 1.
PZS-2014-12 requested by **Connie S. Johnson & Ben Singleton, Jr.** for resubdivision of Lot 31, Flagpole Subdivision into Lots 31A & 31B at **445 Courthouse Lane** in Sections 17 & 18, T13S R20E. Zoning District R-1A, Council District 1.
PZO-2014-06 requested by **Paul J. Hogan, PE, Councilman, District IV** for an ordinance to revise the Code of Ordinances, Appendix A, Section V.I.E. Batture Districts.
PZO-2014-07 requested by **Paul Hogan, PE, Councilman, District IV** for an ordinance to revise the Code of Ordinances, Appendix A, Section VI. Zoning District Criteria and Regulations, J. AV-1, Aviation District. Policy Statement and 4. Transportation System to allow heliports and helipads to be accessed by an improved parish street.

PUBLISH 3/20, 3/27, 4/3

PUBLIC NOTICE

A PUBLIC AUCTION
SATURDAY, APRIL 12, 2014 AT 10:00 A.M.
SURPLUS FROM ST CHARLES PARISH SHERIFF'S OFFICE

LOCATION: Fleet Maintenance Building
5061 Hwy 3127 (Lot B)
Killona, LA 70066

LISTING: www.stcharlessheriff.org
INSPECTION: Day before auction from 9am to 1pm
TERMS: Cash or Cashier's Checks. No personal or company checks without a Bank Letter of Guarantee valid for 15 banking days after auction.

For more information, contact Lt. Andy Cimino, Fleet Manager @ (985) 783-1340.

Auction conducted by: NATIONWIDE MARKETING, LTD. (ROBERT GRAVES)
P.O. BOX 1808, WALKER, LA 70785 (225) 754-2464

Publish March 27, April 3, 10, 2014

PUBLIC NOTICE



ST. CHARLES PARISH

OFFICE OF THE PARISH PRESIDENT

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057
(985) 783-5000 • Website: www.stcharlesparish-la.gov

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UP TO:

11:00 A. M., THURSDAY, APRIL 17, 2014

AT THE ST. CHARLES PARISH PROCUREMENT OFFICE, ROOM 250, P. O. BOX 302, 15045 RIVER ROAD, PARISH COURTHOUSE, 2ND FLOOR PARISH PRESIDENT'S OFFICE, HAHNVILLE, LOUISIANA, 70057, EITHER BY MAIL, HAND DELIVERED OR ON-LINE AT: <https://www.centralbidding.com> FOR:

TILT-DECK LOWBOY TRAILER
32,000 LB CLASS HYDRAULIC TRACKED EXCAVATOR
24" HYDRAULIC PUMP

DETAILED SPECIFICATIONS MAY BE PICKED UP OR MAILED BY CONTACTING JILL SCHMILL, CPPB, CPPO, PROCUREMENT AGENT, OR SUSAN WILSON, CPPB, PROCUREMENT AGENT, AT THE PARISH COURTHOUSE (PHONE 985-783-5000). BID RELATED DOCUMENTS MAY BE VIEWED ON-LINE AT <https://www.centralbidding.com>.

BID SHOULD BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE:
"DENOTING APPROPRIATE BID ITEM"

ST. CHARLES PARISH RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. THESE BID SPECIFICATIONS HAVE BEEN PREPARED BY OUR OFFICE, SETTING FORTH THOSE ITEMS DEEMED NECESSARY BY OUR PERSONNEL. THEY ARE NOT INTENDED TO BE RESTRICTIVE OR DISCRIMINATORY IN ANY MANNER WHATSOEVER. PLEASE NOTIFY THE PROCUREMENT OFFICE IN WRITING PRIOR TO OPENING BIDS OF ANY DEVIATION FROM THIS POLICY.

ST. CHARLES PARISH PROCUREMENT OFFICE P. O. BOX 302 HAHNVILLE, LA 70057
BID ADVERTISED: ST. CHARLES HERALD GUIDE MARCH 27, 2014 APRIL 03, 2014

PUBLIC NOTICE

ADVERTISEMENT: **PROPOSALS REQUESTED FOR THE CAFETERIA SOFTWARE FOR THE 2014-15 SCHOOL YEAR**

To be published in the ST. CHARLES HERALD-GUIDE two (2) times as follows:

Publication Dates: 1st Printing – March 27, 2014
2nd Printing – April 3, 2014

ST. CHARLES PARISH REQUEST FOR PROPOSALS

Notice is hereby given that the following School Food Authority (SFA): St. Charles Parish will receive sealed proposals at St. Charles Parish School Board Office, Child Nutrition Department, 13855 River Road, Luling, LA 70070 until 9 a.m., Monday, April 28, 2014, for Cafeteria Software Programs.

All proposals are required to be submitted by either certified or registered mail with a return receipt requested or hand-delivered at which time a receipt will be issued. UPS and Federal Express are acceptable. All proposals shall be submitted in a sealed envelope clearly labeled on the outside **Cafeteria Software, April 28, 2014**. Proposals are to be delivered or mailed to:

Child Nutrition Department
St. Charles Parish School Board
13855 River Road
Luling, LA 70070

Proposals will be opened and publicly acknowledged at the hour of 9 a.m. on Monday, April 28, 2014 in the Office of Child Nutrition, St. Charles Parish Public Schools, 13855 River Road, Luling Louisiana.

No proposal will be accepted after the time of opening under any circumstances whatsoever. It is the responsibility of the company submitting the proposal to see that the proposal is in the Office of Child Nutrition before the time of proposal opening.

Award will be based on a variety of factors: Award will be based on a combination of factors including: Pricing, Software capabilities by module, support and maintenance, implementation process and timeline and reputation. SFAs reserve the right to reject a proposal and to waive any informality whenever such action is in their best interest.

Detailed specifications and further information regarding this request may be obtained by visiting <http://www.centralauctionhouse.com/rfp.php?cid=51> or from:

Teresa Brown, CNP Director
St. Charles Parish Public Schools
13855 River Road
Luling, Louisiana 70070
Telephone: (985) 785-3179
Fax: (985) 785-3182

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If you wish to file a Civil Rights program complaint of discrimination, complete the **USDA Program Discrimination Complaint Form**, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.
Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339, or (800) 845-6136 (Spanish).
USDA is an equal opportunity provider and employer.

PUBLIC NOTICE

ST. CHARLES PARISH SCHOOL BOARD ON-LINE AUCTION OF SURPLUS ITEMS

St. Charles Parish Public Schools will sell surplus items through the online auction service, **Public Surplus.com**. The auction will begin Wednesday, April 23, 2014 and continue through Wednesday, April 30, 2014. Registration on the site is required to bid and registration is free.

Items include a variety of tables, desks, furniture and appliances.

Specific information solely for St. Charles Parish Public Schools can be found by typing <http://www.publicsurplus.com/sms/stcharlesisd.la/browse/cataucs?catid=804> in the internet browser. Additional information may also be obtained by calling the Text Book Warehouse and Distribution Center at (985) 785-7212.

LEGAL AD TO RUN: 03/27/14, 04/03/14, 04/10/14, 04/17/14, AND 04/24/14

St. Charles Parish Public Schools
John W. Robichaux, Board President
Felecia Gomez-Walker, Superintendent
13855 River Road
Luling, La. 70070

PUBLIC NOTICE

ST. CHARLES PARISH SCHOOL BOARD ON-LINE AUCTION OF SURPLUS ITEMS

St. Charles Parish Public Schools will auction surplus items through the online auction service, **Public Surplus.com** Wednesday, April 23, 2014 and continue through Wednesday April 30, 2014. Registration on the site and attendance at the mandatory pre bid meeting is required to bid and registration is free. **A MANDATORY PRE BID MEETING has been scheduled for Tuesday, April 29, 2014. The meeting will begin at 8:00am in the Dufresne Conference Room at the School Board Office, located at 13855 River Rd. in Luling, LA.**

Items include but are not limited to Portable Classroom Buildings. Additional items may be added as surplus continues to be identified throughout the school year.

Specific information solely for St. Charles Parish Public Schools can be found by typing <http://www.publicsurplus.com/sms/stcharlesisd.la/browse/cataucs?catid=804> in the internet browser. Additional information may also be obtained by calling the Text Book Warehouse and Distribution Center at (985) 785-7212.

LEGAL AD TO RUN: 03/27/14, 04/03/14, 04/10/14, 04/17/14, AND 04/24/14

St. Charles Parish Public Schools
John W. Robichaux, Board President
Felecia Gomez-Walker, Superintendent
13855 River Road
Luling, La. 70070

PUBLIC NOTICE

ORDINANCES & RESOLUTIONS TO BE INTRODUCED FOR PUBLICATION & PUBLIC HEARING ON MONDAY, APRIL 7, 2014, 6:00 P.M., COURTHOUSE, HAHNVILLE:

2014-0084 (3/24/14, St. Pierre, S. Scholle)
An ordinance approving and authorizing the execution of Change Order No. 1 for Project No. P080905-3B, Willowridge Levee - Phase I, State Project No.H.009257, as part of the West Bank Hurricane Protection Levee Project, to increase the contract amount by \$214,600.00 and increase the contract time by ninety (90) days
2014-0085 (3/24/14, St. Pierre, D. Foret)
An ordinance approving and authorizing the execution of Change Order No. 1 for the Renovations to Ormond Field RE-BID Project to add 49 additional days to the contract and work in the amount of \$73,616.25.
2014-0086 (3/24/14, St. Pierre, S. Scholle)
An ordinance to approve and authorize the execution of Amendment No. 3 to Ordinance No. 08-10-6, which approved a Professional Services Agreement with GCR & Associates, Inc., now GCR Inc., for right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee initiative.
2014-0051 (3/24/14, St. Pierre, S. Scholle)
An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No. S100902, Upgrade to Ashton Pump Station & Force Main, to balance the contract quantities with actual quantities resulting in a decrease of \$113,746.75 and increase of 30 days.

PUBLISH: **March 27, 2014**
April 3, 2014

ST. CHARLES PARISH PUBLIC SCHOOLS

Note: Minutes to be approved at the next scheduled regular School Board meeting.

St. Charles Parish School Board
Regular Board Meeting - REVISED
Wednesday, March 19, 2014
13855 River Road
Luling, LA 70070

Generated by Priscilla Thibodeaux on Thursday, March 20, 2014

Members present
Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin and Superintendent Felecia Gomez-Walker

Meeting called to order at 6:30 PM

1. Opening Items

1.01 Call To Order

1.02 Opening Prayer

DeJoan Mitchell, a student at Albert Cammon Middle School led the opening prayer.

1.03 Pledge of Allegiance

Mr. John Smith led in the Pledge of Allegiance.

1.04 Roll Call

2. Resolutions/Proclamations

2.01 Proclamation Promoting the 2014 United Way Bridge Run

The Superintendent recommends approving the proclamation promoting the 2014 United Way Bridge Run.

Motion by Dennis J Naquin, second by Alex L Sufferin.

Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin

2.02 Arts Appreciation Month Proclamation

The Superintendent recommends approving the Arts Appreciation Month Proclamation.

Motion by Clarence H Savoie, second by Melinda H Bernard.

Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin

2.03 Attendance Awareness Week Proclamation

The Superintendent recommends approving the Attendance Awareness Week Proclamation.

Motion by Melinda H Bernard, second by Arthur A Aucoin.

Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin

2.04 Resolution in Memory of Jacqueline Brown

The Superintendent's recommendation is to approve adoption of the Memory Resolution for Ms. Jacqueline Brown.

Motion by Ellis A Alexander, second by Clarence H Savoie.

Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin

2.05 Resolution in Memory of Patricia Picard

The Superintendent's recommendation is to approve adoption of the Memory Resolution for Ms. Patricia Picard.

Motion by Arthur A Aucoin, second by Melinda H Bernard.

Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin

3. Recognitions

3.01 Board & Superintendent's Recognition

The Board President and Superintendent recognized students and employees for their accomplishments. Each was presented a certificate of recognition for his/her specific achievement.

4. Business Items

4.01 Minutes, February 17, 2014 Committee Meetings & February 19, 2014 Regular Board Meeting

The Superintendent recommends approval of the minutes of the February 17, 2014 Committee Meetings and the February 19, 2014 Regular Board Meeting as presented to the Board.

Motion by Clarence H Savoie, second by Arthur A Aucoin.

Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin

4.02 Personnel Items

The Superintendent has made school personnel appointments as presented for Board information. Other items were presented for Board approval.

Motion by Dennis J Naquin, second by Ellis A Alexander.

Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin

4.03 Head Start Governance and Management Procedures, Continuation Application, and Other Funding Applications for 2014-2015

The Superintendent recommends approving the Head Start governance and management procedures, the program continuation application, and other requested funding applications for 2014-2015. This application will provide \$1,584,705.00 in federal funds for 2014-2015.

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St. Charles HeraldGUIDE

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ST. CHARLES PARISH PUBLIC SCHOOLS

Motion by Melinda H Bernard, second by Ellis A Alexander.

Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin

4.04 Bid Acceptance - Destrehan and Hahnville High Schools Lighting Fixture Replacement

The Superintendent recommends accepting the lowest base bid including alternate number one from Frickey Brothers Construction, Inc. for replacement of lighting fixtures at Destrehan and Hahnville High Schools at a cost of \$569,221.

Motion by Alex L Sufferin, second by Arthur A Aucoin.

Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin

4.05 Bid Acceptance - Destrehan High School Main Building Floor Replacement

The Superintendent recommends accepting the lowest base bid including alternate number one from Frickey Brothers Construction, Inc. for replacement of the main building floor at Destrehan High School at a cost of \$309,070.

Motion by Alex L Sufferin, second by Clarence H Savoie.

Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin

4.06 Contracted Custodial Services at Albert Cammon Middle School, Albert Cammon Wellness Center, and St. Rose Elementary

The Superintendent recommends approving voluntary termination of the contract with A.M.E Services for contracted custodial services and recommends awarding the remainder of the contract to Prestige Facility Maintenance Service.

Motion by Melinda H Bernard, second by Clarence H Savoie.

Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin

4.07 Revision to Policy 5.20 - Project Administration, Second Reading and Adoption

The Superintendent recommends approval of revisions to Policy 5.20 - Project Administration, second reading and adoption.

Motion by Arthur A Aucoin, second by Dennis J Naquin.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin

4.08 Bid Authorization Request - Child Nutrition Program Food, Supplies, and Equipment

The Superintendent recommends approving the bid authorization request for Child Nutrition Program food, supplies, and equipment.

Motion by Melinda H Bernard, second by Arthur A Aucoin.

Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin

4.09 Request for Proposals - Child Nutrition Program Software

The Superintendent recommends approving the request for proposals for Child Nutrition Program software.

Motion by Arthur A Aucoin, second by Clarence H Savoie.

Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin

4.10 Bid Acceptance - Unleaded Fuel

The Superintendent recommends accepting the lowest bid from Lavigne Oil Company for unleaded fuel at an estimated cost of \$332,500.

Motion by Dennis J Naquin, second by Melinda H Bernard.

Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin

4.11 Bid Acceptance - Surplus Property

The Superintendent recommends accepting the bid of \$60,001.00 received from Whitney Properties XII, LLC for the surplus property and building located at 201 Ellington Avenue, Luling.

Motion by Clarence H Savoie, second by Arthur A Aucoin.

Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin

4.12 Resolution Authorizing the Purchase of Property - .531 Acres of Sun Villa, Inc.

The Superintendent recommends approval to purchase .531 acres of Sun Villa, Inc. property at a cost of \$68,500.

Motion by Alex L Sufferin, second by Dennis J Naquin.

Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, Clarence H Savoie, John L Smith, Alex L Sufferin
Abstain: John W Robichaux

4.13 Declaration of Surplus Property

The Superintendent recommends declaring the property identified as surplus.

Motion by Arthur A Aucoin, second by Ellis A Alexander.

Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin

4.14 Summer Food Service Program

The Superintendent recommends approval of the use of three cafeteria facilities for the Summer Food Service Program. All costs are recouped by the school district through the Parish Council's Summer Food Service Program.

Motion by Melinda H Bernard, second by Alex L Sufferin.

Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin

4.15 Selection of Property Insurance

The Superintendent recommends approval of the recommendation of the Risk Management and Insurance Committee to purchase the appropriate coverage of property insurance from BRK Insurance at a cost of \$1,927,995.

Motion by Dennis J Naquin, second by Arthur A Aucoin.

Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin

4.16 Selection of Audit Firm for Financial Audit

The Superintendent recommends approval of the proposal from Postlethwaite & Netterville for financial auditing services at a cost of \$41,250.

Motion by Alex L Sufferin, second by Clarence H Savoie.

Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin

4.17 Accounts Payable for the Month of February 2014

The Superintendent recommends approval of the accounts payable for the month of February 2014 as presented.

CSBI

| | |
|-----------------------|-----------------|
| General Fund | \$ 1,514,452.08 |
| Special Revenue Funds | 431,520.01 |
| Capital Projects | 1,863,691.64 |
| Debt Service Fund | 9,054,013.25 |
| TOTAL | \$12,863,676.98 |

Motion by Arthur A Aucoin, second by Alex L Sufferin.

Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin

5. Closing Items

5.01 Standing Committee Reports

Mr. Alexander - Personnel & Policy Committee

Ms. Bernard - Curriculum & Instruction Committee

Mr. Sufferin - Finance & Audit Committee

Mr. Sufferin - Capital Improvements Committee

Mr. Naquin - Risk Management & Insurance Committee

5.02 Superintendent's Report

In her oral report, the Superintendent welcomed Mr. John Rome and Mr. Kade Rogers to provide a presentation to the Board about the measures used to keep our student and employees safe and secure.

Ms. Gomez-Walker said that the state-mandated tests, iLEAP, LEAP, and LAA2 for grades 3-8 will be administered during the week of April 7. She said that end-of-course tests for students enrolled in English II, English III, Algebra I, Geometry, Biology, and U.S. History will be administered between April 28 and May 23. The Superintendent said that questions about these tests should be directed to your child's teacher.

Ms. Gomez-Walker said that the Arts Awareness Festival will be held at the Professional Learning Center on Highway 90 on March 22. She said that there is no fee and door prizes will be available.

The Superintendent reminded everyone that the deadline to submit nominations for Staff Achievement Awards is March 31.

Ms. Gomez-Walker said that the 9th Annual Satellite Center Video and Animation Festival will be held April 4 at the Professional Learning Center on Highway 90. She said that admission is free, and the festival begins at 4 p.m. Ms. Gomez-Walker said that the festival includes work produced by some of the most creative high school students from across the region and state. She said for more information you can visit the website at www.scvaf.org.

In closing, Ms. Gomez-Walker said that schools will be closed April 17-25 for the Easter Holidays and that classes will resume on Monday, April 28.

5.03 Meeting Adjourn

Motion to adjourn.

Motion by John L Smith, second by Arthur A Aucoin.

Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Sufferin


Board President

Secretary/Treasurer

Publish April 3, 2014

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF FEBRUARY 17, 2014, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.

| | | |
|--|---|---|
|  <p>St. Charles Parish Meeting Minutes Parish Council Final</p> | | <p>St. Charles Parish Courthouse 15045 Highway 18 P.O. Box 302 Hahnville, LA 70057 985-783-5000 8303000@stcharles.la.us http://www.stcharlesparish-la.gov</p> |
| <p>Council Chairman Julia Fisher-Perrier Councilmembers Carolyn K. Schexnaydre, Mary Tastet, Terrell D. Wilson, William Billy Woodruff, Wendy Benedetto, Paul J. Hogan, Larry Cochran, Traci A. Fletcher</p> | <p>Monday, February 17, 2014 6:00 PM Council Chambers, Courthouse</p> | |
| <p>ATTENDANCE</p> <p>Present: 9 - Carolyn K. Schexnaydre, Mary Tastet, Terrell D. Wilson, William Billy Woodruff, Wendy Benedetto, Paul J. Hogan, Lawrence "Larry" Cochran, Traci A. Fletcher, Julia Fisher-Perrier</p> <p>Also Present: Parish President V.J. St. Pierre, Jr., Chief Operations Officer Bobby Donaldson, Chief Administrative Officer Buddy Boe, Legal Director Leon C. Vial, III, Public Works/Wastewater Director Sam Schelle, Planning & Zoning Director Kimberly Marounek, Finance Director Grant Dassam, Grant Officer Holly Fossee, Public Information Officer Renee Simpson, CEM Administrator Earl Matherne, Executive Assistant/Office Manager Andrea Coleman</p> | | |
| <p>CALL TO ORDER</p> <p>Meeting called to order at 6:04 pm.</p> | | |

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

PRAYER

Youth Minister **Daniel Martin**
First Baptist Church of Luling

PLEDGE

Youth Minister **Daniel Martin**
First Baptist Church of Luling

APPROVAL OF MINUTES

A motion was made by Councilmember Fletcher, and seconded to approve the minutes from the regular meeting of January 6, 2014 and the regular meeting of January 21, 2014. The motion carried by the following vote:

Votes: Yes: 9 - Schexnaydre, Tastet, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 0

2014-0024 (2/3/2014, St. Pierre, Jr., Wilson)

An ordinance to approve and authorize the execution of an Act of Onerous Donation by 3C Riverside Properties, LLC, to St. Charles Parish for a certain eighty-five feet wide parcel of property adjacent to the Killona Park at 201 LA 3141 in Killona.

A motion was made by Councilmember Tastet, and seconded to deviate from the regular order of the agenda to take up File No. 2014-0024, per the request of Councilman Wilson. The motion carried by the following vote:

Votes: Yes: 9 - Schexnaydre, Tastet, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 0

Reported:

Parish President Recommended: Approval
Councilman Wilson Recommended: Approval

PH Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

Votes: Yes: 9 - Schexnaydre, Tastet, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 0

A motion was made by Councilmember Hogan, and seconded to return to the regular order of the agenda. The motion carried by the following vote:

Votes: Yes: 9 - Schexnaydre, Tastet, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 0

Councilman Hogan motioned to deviate from the regular order of the agenda to take up File No. 2013-0489.

Council Discussion

Motion failed for the lack of a second.

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2014-0030 (2/17/2014, Wilson)

In Recognition: Mr. Raymond Coleman

Read

2014-0029 (2/17/2014, Wilson, Cochran)

In Recognition: Chief Reginald Gaubert

Read

2014-0027 (2/17/2014, Hogan)

Proclamation: "Disability Awareness Month in St. Charles Parish"

Read

2014-0031 (2/17/2014, Tastet)

Proclamation: "Lions Month" and "Boutte River Region Lions Club Car Show"

Read

2014-0032 (2/17/2014, Fisher-Perrier)

Proclamation: "American Red Cross Month"

Read

2014-0028 (2/17/2014, Woodruff)

Proclamation: "Uth Mardi Gras Fest"

Read

2014-0033 (2/17/2014, Fletcher)

Proclamation: "Krewe of Montz Day"

Read

2014-0034 (2/17/2014, Woodruff)

Proclamation: "Krewe of Lul Day"

Read

2014-0035 (2/17/2014, St. Pierre, Jr.)

In Recognition: Mr. O.J. Legendre and Mrs. Opal Bourgeois Legendre - King and Queen, Krewe of Lul

Read

2014-0036 (2/17/2014, St. Pierre, Jr.)

In Recognition: Ms. Yvonne "Choote" Troxler Champagne - 2014 Grand Marshall, Krewe of Lul

Read

2014-0037 (2/17/2014, Hogan)

Proclamation: "Krewe of Des Allemands Day"

Read

2014-0038 (2/17/2014, St. Pierre, Jr.)

In Recognition: Mr. Ronald Matherne and Mrs. Audrey Rodriguez Matherne-King and Queen, Krewe of Des Allemands

Read

2014-0039 (2/17/2014, St. Pierre, Jr.)

In Recognition: Ms. Lupe Rojano Sweeney - 2014 Grand Marshall, Krewe of Des Allemands

Read

2014-0040 (2/17/2014, Fisher-Perrier)

Peanut Butter Collection Drive - Mr. Quinn Landry, St. Charles Hospital and Ms. Carol White, President of Social Concerns

Read

2013-0489 (2/3/2014, St. Pierre, Jr., Department of Planning & Zoning)

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning classification from M-1 to AV-1 at Lot 3, Square 13, Esperanza Business Park (579 Judge Edward Dufresne Parkway), Luling, as requested by Pintail Contracting Services, LLC on behalf of 310 Investments, LLC.

A motion was made by Councilmember Hogan, and seconded to deviate from the regular order of the agenda to take up File No. 2013-0489. The motion carried by the following vote:

Votes: Yes: 7 - Schexnaydre, Tastet, Wilson, Benedetto, Hogan, Cochran, Fisher-Perrier
Nay: 2 - Woodruff, Fletcher

Reported:

P & Z Department Recommended: Approval
Planning Commission Recommended: Approval

Speakers:

Mr. Jim Hooper, Luling
Ms. Nelle Robert, Luling
Ms. Connie Cancienne, Luling
Mr. Kenneth Hanes, Luling
Mr. Brian Laurent, Luling
Ms. Sandy Johnson, Luling
Mr. John Cornwell, Luling

PH Requirements Satisfied

A motion was made by Councilmember Schexnaydre, and seconded to extend Mr. Cornwell's time an additional three minutes. The motion carried by the following vote:

Votes: Yes: 9 - Schexnaydre, Tastet, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 0

Speakers:

Mr. Sidney Becnel, Luling
Mr. James Gassen, Luling
Ms. Charmaine Alesandro, Luling

PH Requirements Satisfied

A motion was made by Councilmember Schexnaydre, and seconded to extend Ms. Alesandro's time by an additional three minutes. The motion carried by the following vote:

Votes: Yes: 9 - Schexnaydre, Tastet, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 0

Speakers:

Mr. Craig Daste, Luling
Ms. Patricia Curry, Luling
Ms. Jennifer Martinsen, Luling
Ms. Melissa Vardin, Luling
Ms. Sarah Donnad, Vacherie
Mr. Andy Andelsak, JB Levert Land Co., Luling
Ms. Elaine Snow, Luling
Mr. Milton Allemand, Hahnville
Mr. Beau Blake, Luling
Mr. Bobby Raymond, Attorney representing Esperanza Land Co., Destrehan

PH Requirements Satisfied

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

Votes: Yes: 9 - Schexnaydre, Tastet, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 0

Speakers:

Mr. L.J. Brady, Luling
Mr. Tim Mayeux, Luling
Mr. Frank Tessier, Attorney representing Ashton Plantation, New Orleans
Mr. Steve Louque, Secretary of Operations for Lamar Contractors, Paulina

PH Requirements Satisfied

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

Votes: Yes: 9 - Schexnaydre, Tastet, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 0

Speakers:

Mr. Ferwick Swann, Luling
Mr. Ray Gregson, Luling
Mr. Timothy Guidroz, Luling
Ms. Debbie Dufresne Vial, Esperanza Land Co., Luling

PH Requirements Satisfied

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

Votes: Yes: 9 - Schexnaydre, Tastet, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 0

Speakers:

Mr. Ferwick Swann, Luling
Mr. Ray Gregson, Luling
Mr. Timothy Guidroz, Luling
Ms. Debbie Dufresne Vial, Esperanza Land Co., Luling

PH Requirements Satisfied

Council Discussion

Amendment: to amend the proposed ordinance by adding SECTION III. Allow no more than five (5) aircraft at the facility.'

A motion was made by Councilmember Cochran, and seconded that this matter be Amended. The motion carried by the following vote:

Votes: Yes: 8 - Tastet, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 1 - Schexnaydre

Further Council Discussion

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

Votes: Yes: 7 - Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 2 - Schexnaydre, Tastet

Discussion: to reconsider the vote on File No. 2013-0489; proposed ordinance as amended
A motion was made by Councilmember Hogan, and seconded that this matter be Reconsidered. The motion carried by the following vote:

Votes: Yes: 9 - Schexnaydre, Tastet, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 0

RE-VOTE ON THE PROPOSED ORDINANCE AS AMENDED

Votes: Yes: 6 - Wilson, Woodruff, Benedetto, Cochran, Fletcher, Fisher-Perrier
Nay: 3 - Schexnaydre, Tastet, Hogan

2014-0007 (2/17/2014, St. Pierre, Jr., Department of Planning & Zoning)

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

Agreement with the German Coast Farmers' Market to provide certain services to St. Charles Parish.
 Publish/Scheduled PH
2014-0048 (2/17/2014, Hogan)
 An ordinance to amend the St. Charles Parish Code of Ordinances, Appendix C, Subdivision Regulations, Section II, Subdivision procedure, H, Acceptance of Improvements, by revising 1. Procedure, and 2. Maintenance Agreement/Surety Bond.
 Publish/Scheduled PH
2014-0049 (2/17/2014, Hogan)
 An ordinance to amend the Code of Ordinances Appendix A, Section XIV, Amendments and Petitions and Appendix A, Section XV, Amendment Procedure to modify the reporting and recommendation requirements.
 Publish/Scheduled PH
2014-0050 (2/17/2014, St. Pierre, Jr., Department of Planning & Zoning)
 An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning classification from B-1 to B-2, on four (4) tracts of Mississippi River bature property in Hahnville, Louisiana, as mandated by the Final Judgment in the case of Bayou Fleet Partnership, LLP versus St. Charles Parish, United States District Court No. 10-1557, Section "B" (3).
 Publish/Scheduled PH
2014-0051 (2/17/2014, St. Pierre, Jr., Department of Public Works)
 An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No S100902, Upgrade to Ashton Pump Station & Force Main, to balance the contract quantities with actual quantities resulting in a decrease of \$113,746.75 and increase of 30 days.
 Publish/Scheduled PH

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2013-0210 (2/3/2014, Hogan, Schexnaydre, Woodruff)
 An ordinance directing the Parish Administration to immediately take the steps necessary to hire the services of Lawson Environmental Services, L.L.C. which provided the Administration a quote of \$10,400 for which the Parish Council budgeted in the 2014 budget to raise and dispose of the sunken vessel "Pretty Boy" from the Scenic Waterway Bayou Des Allemands and to provide the Council Secretary with weekly updates regarding this.
Amendment: to accept the revised version of File No. 2013-0210
 A motion was made by Councilmember Hogan, and seconded that this matter be Amended. The motion carried by the following vote:
 Votes: Yes: 9 - Schexnaydre, Tastet, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
 Nay: 0
2013-0210 (2/3/2014, Hogan, Schexnaydre, Woodruff)
 An ordinance directing the Parish Administration to immediately take the steps necessary to hire the services of a salvage company to raise and dispose of the sunken vessel "Pretty Boy" from the Scenic Waterway Bayou Des Allemands and to provide the Council Secretary with weekly updates regarding this.
Reported:
 Councilman Hogan Recommended: Approval
 Councilwoman Schexnaydre Recommended: Approval
 Councilman Woodruff Recommended: Approval
Speakers:
 Mr. Milton Allemand, Hahnville
 Mr. Stanford Naquin, Des Allemands
 Ms. Jody Orgeron, LaRose
 Mr. Doc Krans, Des Allemands
 Mr. Blake Naquin, Des Allemands
 PH Requirements Satisfied
 Council Discussion
Discussion: to postpone indefinitely File No. 2013-0210
 A motion was made by Councilmember Hogan, and seconded that this matter be Postponed Indefinitely. The motion carried by the following vote:
 Votes: Yes: 9 - Schexnaydre, Tastet, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
 Nay: 0

RESOLUTIONS

2014-0022 (2/3/2014, Hogan)
 A resolution to amend the Parish Council Rules by adding Rule 40: Recognition and Proclamation Guidelines.
Reported:
 Councilman Hogan Recommended: Approval
Proposed resolution failed for lack of a majority by the following vote
 Votes: Yes: 2 - Schexnaydre, Hogan
 Nay: 7 - Tastet, Wilson, Woodruff, Benedetto, Cochran, Fletcher, Fisher-Perrier
2014-0042 (2/17/2014, St. Pierre, Jr., Department of Planning & Zoning)
 A resolution providing mandatory supporting authorization to endorse the positive recommendation of Planning and Zoning Commission for PZSPU-2014-01 to permit access to commercial property through a residential zone on southbound Charlestown Drive as requested by as requested by Christine Briceno for CNH Investments, LLC.
Reported:
 P & Z Department Recommended: Denial If approved, stipulation that a study by a Louisiana licensed transportation engineer be approved by the Parish Engineer.
 Planning Commission Recommended: Approval with no stipulations.
Planning & Zoning Director Kim Marousek spoke on the matter stating that the applicant made an alternate access point and has received approval from the parish. File No. 2014-0042 is no longer needed.
Discussion: to postpone indefinitely File No. 2014-0042
 A motion was made by Councilmember Fletcher, and seconded that this matter be Postponed Indefinitely. The motion carried by the following vote:
 Votes: Yes: 9 - Schexnaydre, Tastet, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
 Nay: 0
2014-0044 (2/17/2014, Hogan, Schexnaydre)
 A resolution requesting the Louisiana Legislative Delegation to take the necessary steps needed to begin the process required to have the Louisiana Department of Transportation and Development construct the fly over ramp off eastbound Highway 90 connecting to northbound I-310 identified as Project I-8 in the I-49 Study to Identify Interim Improvements for Safety and Efficiency.
Amendment: to amend the proposed resolution in the 'SUMMARY' and in the 'NOW, THEREFORE, BE IT RESOLVED Section' to change '... necessary steps needed to begin the process ...' to read '... necessary steps needed to expedite the process ...'
 A motion was made by Councilmember Hogan, and seconded that this matter be Amended. The motion carried by the following vote:
 Votes: Yes: 9 - Schexnaydre, Tastet, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
 Nay: 0
2014-0044 (2/17/2014, Hogan, Schexnaydre)
 A resolution requesting the Louisiana Legislative Delegation to take the necessary steps needed to expedite the process required to have the Louisiana Department of Transportation and Development construct the fly over ramp off eastbound Highway 90 connecting to northbound I-310 identified as Project I-8 in the I-49 Study to Identify Interim Improvements for Safety and Efficiency.
Reported:
 Councilman Hogan Recommended: Approval
 Councilwoman Schexnaydre Recommended: Approval
Chief Administrative Officer Buddy Boe spoke on the matter, per Chairman Fisher-Perrier's request.
 Council Discussion
 VOTE ON THE PROPOSED RESOLUTION AS AMENDED
 Votes: Yes: 9 - Schexnaydre, Tastet, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
 Nay: 0

APPOINTMENTS

2014-0045 (2/17/2014)
 A resolution to appoint a member to the Library Service District Board of Control.
 Vacancy Announced


SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2013-0502 (1/21/2014, Fisher-Perrier)
 Executive Session: Mayor Mitchell J. Landrieu vs. St. Charles Parish Council, Et Al; Civil District Court for the Parish of Orleans, Case Number 2012-08721
Discussion: to postpone indefinitely File No. 2013-0502
 A motion was made by Councilmember Benedetto, and seconded that this matter be Postponed Indefinitely. The motion carried by the following vote:
 Votes: Yes: 9 - Schexnaydre, Tastet, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
 Nay: 0

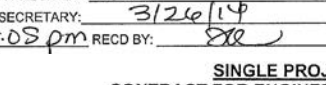
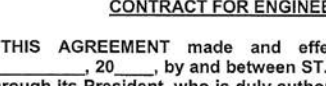
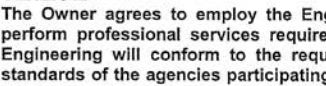
ADJOURNMENT

A motion was made by Councilmember Fletcher, and seconded to adjourn the meeting at approximately 10:10 pm. The motion carried by the following vote:
 Votes: Yes: 9 - Schexnaydre, Tastet, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
 Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.


 Tiffany K. Clark
 Council Secretary

2014-0063
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF WATERWORKS)
ORDINANCE NO. 14-3-6
 An ordinance to approve and authorize the execution of a contract for Engineering Services between GSA Consulting Engineers and St. Charles Parish for necessary professional engineering services associated with the West Bank B Plant Clarifier Refurbishment (WWKS 72).
WHEREAS, the West Bank B Plant Clarifier Refurbishment (WWKS 72) is to refurbish a two (2) MGD up-flow clarifier, sandblast and repaint all steel appurtenances, resurface concrete and refurbish any mechanical devices as necessary, and,
WHEREAS, the St. Charles Parish Council desires to award a Contract for Engineering Services to GSA Consulting Engineers for said project.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Contract for Engineering Services between GSA Consulting Engineers and St. Charles Parish is hereby approved and accepted.
SECTION II. That the Parish President is hereby authorized to execute said contract on behalf of St. Charles Parish.
 The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
 YEAS: SCHEXNAYDRE, TASTET, WILSON, WOODRUFF, BENEDETTO, HOGAN, COCHRAN, FISHER-PERRIER
 NAYS: NONE
 ABSENT: FLETCHER
 And the ordinance was declared adopted this 24th day of March, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
 SECRETARY: 
 DIVISION/PARISH PRESIDENT: 
 APPROVED:  DISAPPROVED: _____
 PARISH PRESIDENT: 
 RETD/SECRETARY: 
 AT: 1:08 pm RECD BY: 

SINGLE PROJECT CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the ___ day of ___, 20___, 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 GSA Consulting Engineers, a corporation acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the WB B Plant Clarifier Refurbishment (WWKS 72) project as described in Ordinance No. 14-3-6 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:

- Refurbishment of a two (2) MGD up-flow clarifier.
- Sandblasting and Repainting of all Steel Appurtenances and Resurfacing of concrete.
- Refurbishment of any Mechanical Devices as Necessary.
- Coordination with the Office of Community Development for any required reviews and/or approvals by the State of Louisiana.

2.1.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.
2.1.4 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.
2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.

2.2 Conceptual Design Report Phase
2.2.1 Reviewing available data and consulting with the Owner to clarify and define the Owner's requirements for the Project.
2.2.2 Conducting a Pre-Design Meeting Workshop with the Owner.
2.2.3 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.
2.2.4 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project, and participating in consultations with such authorities.
2.2.5 Providing analyses of the Owner's needs, planning surveys and comparative evaluations of prospective site plans and solutions.
2.2.6 Preparing a comprehensive Conceptual Design Report presenting selected solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum:

- Discussion of project background and need.
- Schematic layouts, sketches, or photographs.
- Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
- Any special material specifications including major equipment specifications.
- A preliminary cost estimate for each alternative.
- Engineer's conceptual opinion of probable costs for the selected alternative.
- Project Master Schedule.
- Discussion as to what permits are needed, time to acquire approvals, and potential adjacent land owner authorizations/servitudes that need addressing.
- Discussion of the type of additional services, mentioned in 2.2.3, that will be needed.

2.2.7 Meeting with the Owner and presenting findings of the Conceptual Design Report.
2.2.8 The Conceptual Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Conceptual Design.

- One (1) copy of the report for review.
- Once the report has been finalized, submit one (1) copy of the revised report plus one (1) electronic file copy in PDF format, and one (1) electronic file copy of the Master project schedule in PDF.
- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

2.3 Design Memorandum Phase
2.3.1 The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria established in Conceptual Design and initiate acquiring necessary permits and servitudes. The document will be used in the development of final design plans and specifications and will serve as a guide by designers and other interested parties.
2.3.2 The Design Memorandum will consist minimally of the following sections:

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

2.3.3 The engineer will deliver to owner within 15 days following Design Memorandum authorization, a detailed description (including specifications) and estimated cost of required additional services such as site survey, topographical survey, or geotechnical investigation. In addition, the engineer will also deliver estimated time and cost to apply for regulatory permits from local, state or federal authorities. The owner will have the option to utilize their own surveyor, land/servitude acquisition consultant, permit consultant, or geotech firm.
2.3.4 Meeting with the Owner and presenting findings of the Preliminary Design Report.
2.3.5 The Preliminary Engineering Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Preliminary Engineering.

- One (1) copy of the report for review.
- Once the report has been finalized, submit one (1) copy of the revised report plus one (1) electronic file copy in PDF format, and one (1) electronic file copy of the updated Master project schedule in PDF.
- Two (2) copies of the drawings (11x17 minimum).
- Once the drawing review is complete, submit one copy of the revised drawings plus one(1) electronic file copy of each drawing in 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.

2.4 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.

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

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

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, MARCH 24, 2014, COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, LOUISIANA. THE COMPLETE TEXT OF THE ATTACHMENTS TO THESE DOCUMENTS IS AVAILABLE FOR PUBLIC REVIEW AT THE PARISH COUNCIL OFFICE, COURTHOUSE, HAHNVILLE.

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

- 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 AutoCAD format (release 2000 or later) and in PDF format titled to reflect "Construction Drawings"
- 2.6.13 Owner shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.
- 2.6.14 Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.6.1 through 2.6.12 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents, inclusive of but not limited to 2.6.3.
- 2.6.15 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.
- 2.7 Close-out and Operational Phase
During this Phase, Engineer shall:
- 2.7.1 Provide start-up services for the new facility.
- 2.7.2 Prepare training materials and provide N/A hours of training for Owner's staff to operate and maintain the new facility. The program consists of classroom training and hands-on training using the installed equipment.
- 2.7.3 Assemble N/A complete sets of equipment manufacturer's operation and maintenance manuals in proper order for Owner's future reference.
- 2.7.4 Assemble One (1) complete set of approved shop drawings in proper order for Owner's future reference.
- 2.7.5 Provide technical consultation and assistance in correcting warranty items.
- 2.7.6 Provide assistance in connection with the refining and adjusting of new equipment or system.
- 2.7.7 Prepare a final set of stamped project drawings reflecting "as built" along with one (1) electronic file copy of these drawings in AutoCAD format (release 2000 or later) and in PDF format titled to reflect "as built".
- 2.7.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
- 2.7.9 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.
- 2.8 Resident Engineer and Inspection
- 2.8.1 Engineer shall furnish, if requested, a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. The RPR(s), and the level of support supplied, shall be subject to approval by the Owner.
- 2.8.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of the Contractor.
- 2.8.3 The RPR shall be the Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
- 2.8.4 Duties and Responsibilities of RPR.
- 2.8.4.1 Schedules. Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
- 2.8.4.2 Conferences and Meetings. Attend meetings with Contractor, such as Pre-Construction Conferences, Progress Meetings, Job Conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
- 2.8.4.3 Liaison:
* Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
* Assist in obtaining from Owner additional details or information when required for proper execution of the Work.
- 2.8.4.4 Shop Drawings and Samples:
* Record date of receipt of Shop Drawings and samples.
* Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
* Advise Engineer and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.
- 2.8.4.5 Review of Work, Rejection of Defective Work, Inspection and Test.
* Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
* Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.
* Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
* Accompany visiting inspectors representing public agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
- 2.8.4.6 Interpretation of Contract Documents. Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
- 2.8.4.7 Modifications. Consider and evaluate Contractor suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer.
- 2.8.4.8 Records.
* Maintain at the job site orderly files for correspondence, reports for job conferences, Shop Drawings, and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.
* Keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer and Owner.
* Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
* Keep pictorial record of progress of project.
- 2.8.4.9 Reports:
* Furnish Engineer and Owner periodic (daily) reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
* Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
* Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Directive Changes and Field Orders in accordance with State and Local Laws.
* Report immediately to Engineer and Owner upon the occurrence of any accident.
- 2.8.4.10 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure as set forth in the Construction Contract for their submission and forward with recommendations to Engineer noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- 2.8.4.11 Certificates, Maintenance and Operations Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the times actually installed and in accordance with the Contract Documents, and having this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.
- 2.8.4.12 Completion.
* Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
* Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
* Observe that all items on final list have been completed or corrected and make recommendation to Engineer concerning acceptance.
- 2.8.5 Limitation of Authority.
- 2.8.5.1 Resident Project Representative
* Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.
* Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
* Shall not undertake any of the responsibilities of Contractor, Sub-Contractor or Contractor's superintendent.
* Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
* Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
* Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
* Shall not authorize Owner to occupy the project in whole or in part.
- * Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.
- 3.0 SERVICES OF THE OWNER
- 3.1 Provide full information as to the requirements of the Project.
- 3.2 Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.
- 3.3 Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.
- 4.0 COMPENSATION
- 4.1 For performance of Basic Engineering and Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.1 through 2.8.5.1 inclusive, required by the Owner, the Owner shall authorize and pay the Engineer as per the following:
4.1.1 Owner shall pay Engineer for the performance of Basic Engineering services as outlined in Section 2, Paragraphs 2.1 through 2.7.9 inclusive, a professional engineering fee based upon either a percentage of the construction cost of the project or a lump sum estimate by the Engineer.(mark the method of compensation with an X)
X Percentage of construction method is to be used, the fee shall be determined by referring to curve A on page 20 (Exhibit B) of this Contract, which indicates the rate of compensation for Basic Engineering Services expressed as a percentage of the construction cost. This curve is from American Society of Civil Engineer's Manual No. 45, 1980 Edition.
____ Lump Sum amount of \$ _____ paid according to section 4.1.1.3
- 4.1.1.1 The fee for basic engineering services based on a percentage of the construction costs will have a maximum limitation of 110% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract. The fee for basic engineering services based on a percentage of the construction cost will have a minimum limitation of 90% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract.
- 4.1.1.2 An estimated construction cost based on the Engineer's conceptual opinion of probable cost for the project shall initially be used for the determination of interim fees until the more detailed Engineer's revised opinion of probable total project costs based on the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract is available.
- 4.1.1.3 Payment for basic engineering services shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:
* For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
* Ten percent (10%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
* For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.3 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.6 inclusive, Owner agrees to pay Engineer as follows:
* Sixty percent (60%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
* For performing services outlined in Sections 2.5 Bidding Phase, Paragraphs 2.5.1 through 2.5.6 inclusive and Section 2.6 Construction Phase, Paragraphs 2.6.1 through 2.6.15 inclusive, and Section 2.7, Close-out and Operational Phase, Paragraphs 2.7.1 through 2.7.8 inclusive, the Owner agrees to pay Engineer as follows:
* Thirty percent (30%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
- 4.1.1.4 Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:
* For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
* Thirty percent (30%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
* For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.5 inclusive, Owner agrees to pay Engineer as follows:
* Seventy percent (70%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
- 4.1.1.5 If the Project, or any portion thereof, is not constructed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per section 7.0.
- 4.1.2 Owner shall pay Engineer for the performance of Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.8 through 2.8.5.1 inclusive, at monthly intervals based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by billable hours for a not to exceed amount.
- 4.2 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary Basic Engineering or Resident Engineering and Inspection Services, the Owner shall pay Engineer in accordance with Paragraph 4.2.1 through 4.2.3, based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.
- 4.2.1 For Additional Services provided by the Engineer such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Engineer based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by either billable hours, lump sum, or not to exceed amount.
- 4.2.2 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
* A copy of the Owner's written authorization to perform the service.
* Timesheets for all hours invoiced.
* Invoice copies, logs or other substantiation of nonsalary expenses.
- 4.2.3 For Additional Services that Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in Section 10, Paragraph 10.4 and Section 11, Paragraph 11.4 of this Contract. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

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- 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.

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

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

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

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

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

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

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

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

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

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

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

5.1.2.7 Providing renderings or models for Owner's use.

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

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

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

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

6.0 OWNERSHIP OF DOCUMENTS.

6.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at anytime during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

6.2 Engineer may retain a set of documents for its files.

6.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.

6.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

7.0 TERMINATION.

7.1 This Agreement may be terminated by either party upon thirty (30) days written notice.

7.2 The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.

7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.

7.5 Failure to meet delivery dates stated in Contract sections 2.2.8, 2.3.3, and 2.7.9 are considered substantial failures. (ADDED 2/02)

8.0 COMPLIANCE WITH LAWS AND ORDINANCE.

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

9.0 SUCCESSORS AND ASSIGNS

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

10.0 INSURANCE

10.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.

10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.

10.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.

10.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.

10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.

10.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

11.0 GENERAL

11.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer

shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.

11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.

11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.

11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.

11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out 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.

11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.

11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.

12.0 ACCESS TO SITE.

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

13.0 WARRANTY.

13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements

13.2 If Engineering Services for project designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.

13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

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

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

WITNESSES: ST. CHARLES PARISH
V. J. St. Pierre, Jr. Parish President

WITNESSES: GSA Consulting Engineers

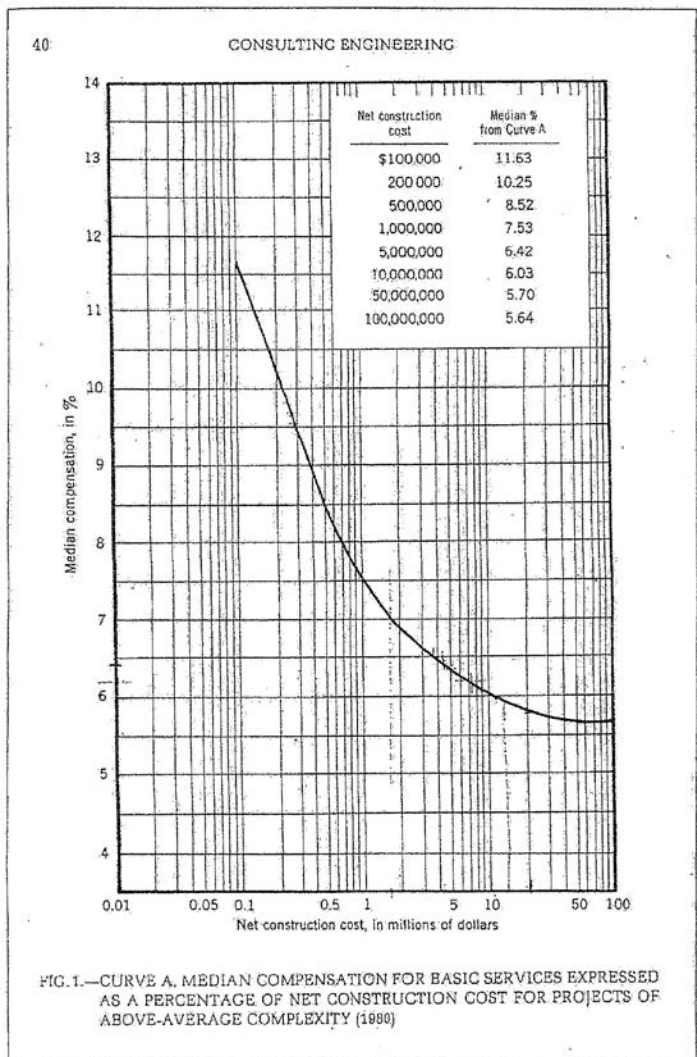


FIG. 1.—CURVE A, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY (1999)

BILLING RATE SCHEDULE JANUARY, 2014
Principal Engineer 209.00
Engineering Manager 175.00
Sr. Project Manager 158.00
Sr. Electrical Project Engineer 165.00
Sr. Project Engineer 131.00
Engineer 101.00
Engineer Intern 85.00
Engineering Technician 80.00
Construction Manager 88.00
Sr. Resident Project Representative 84.00
Resident Project Representative 78.00
Project Management Assistant 66.00
Designer 96.00
Sr. Design Technician 95.00
Design Technician 80.00
Auto CAD 70.00
VP Administrative/Safety/Notary 95.00
Financial Assistant 65.00
Sr. Administrative Assistant 63.00
Administrative Assistant 60.00
PROFESSIONAL ASSOCIATES AND CONSULTANTS
Surveying, Architectural, Geotechnical Engineer, Geotechnical Services, Mechanical Engineering, Structural Engineer, Aerial Photography, etc.—Actual Charges x 1.15
II. REIMBURSABLE EXPENSES
A. Travel *
1. Tolls & Mileage (Current IRS Allowable) Cost
2. Motel Cost
3. Food Cost
B. Miscellaneous
1. Telephone Charges, Reproduction (In House), Faxes, Postage Cost
2. Reproduction (Outside service), Film Development, Filing Fees, Special Equipment, etc. Actual Charges x 1.15
3. Reproduction Inside service \$0.15 copies \$0.29 color copies
4. Computer Charge (CAD, etc.) \$10.00/hr.
5. IPAD Usage \$5.00/day

Other Professional Services are available. Services not shown herein to be negotiated. Current rates are applicable for one year.
2014-0065
INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 14-3-7
An Ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No P111002-12, Road Maintenance 2013, to balance the contract quantities with actual quantities resulting in a decrease of \$86,933.75.
WHEREAS, Ordinance No. 13-9-7 adopted September 3, 2013 by the St. Charles Parish Council awarded construction of Parish Project No P111002-12, Road Maintenance 2013, to Barriere Construction Co. LLC; and,
WHEREAS, it is necessary to amend the contract to adjust the original contract quantities with actual quantities resulting in a decrease to the contract amount by \$86,933.75.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That Change Order No. 1 for Parish Project No. P111002-12, Road Maintenance 2013, to decrease the contract amount by \$86,933.75 is hereby approved and accepted.
SECTION II. That the Parish President is hereby authorized to execute said Change Order on behalf of St. Charles Parish.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: SCHEXNAYDRE, TASTET, WILSON, WOODRUFF, BENEDETTO, HOGAN, COCHRAN, FISHER-PERRIER
NAYS: NONE
ABSENT: FLETCHER
And the ordinance was declared adopted this 24th day of March, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DIVISION PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETRO/SECRETARY: [Signature]
AT: 1:05 PM RECD BY: [Signature]
CHANGE ORDER No. 1

Table with columns: ITEM NO., QUANTITY, UNIT, UNIT PRICE, TOTAL PRICE. Includes sections for Deleted Work Items, Deleted Alternate Items, and Added Work Items. Total Deleted Items = (- \$53,604.00), Total Deleted Alternate Items = (- \$31,841.00), Total Deleted Items = (- \$85,445.00), Total Added Items = (+ \$3,575.00), Total Change in Base Items = (- \$50,427.50)

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

Table with columns for Contract Item No., Description, Unit, Quantity, and Price. Includes items for depth cold plane, asphaltic wearing course, depth asphalt patching, reflectorized raised pavement markers, adjustment of manholes, adjustment of water valves, shoulder material, and reclaimed asphalt pavement.

Reason for Change Order: Deleted Work Items. Items were not required. Add Work Items: Additional Railroad Striping was required. Revised Work Item Quantities: Quantities were revised to match actual work performed in the field.

Summary table showing Change in Contract Price and Change in Contract Times. Original Contract Price: \$1,442,367.25. Revised Price: \$1,355,433.50. Total Change in Deleted, Added, and Revised Items: -\$86,933.75.

RECOMMENDED: [Signatures] APPROVED: [Signatures] ACCEPTED: [Signature]. Date: 3/24/14. Date: 4/10/2014.

2014-0041 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 14-3-B An ordinance approving and authorizing the execution of a Cooperative Endeavor Agreement between St. Charles Parish and the Lafourche Basin Levee District relative to the West Bank Hurricane Protection System.

WHEREAS, the Parish and the District have joint responsibility for providing comprehensive flood control protection for the lives and property of its citizens within their territorial jurisdictions; and, WHEREAS, the Parish and the District have agreed to maintenance of existing levees and future levees on the west bank of the Mississippi River in the St. Charles Parish; and,

WHEREAS, the Parish, acting through the Parish Council for St. Charles Parish, has constitutional and statutory authority for establishing, acquiring, constructing, improving, extending, and maintaining flood control projects within its territory and to cooperate with and enter into cooperative endeavor agreements and arrangements with other political subdivisions and drainage districts for flood control projects with the power to enter into maintenance agreements to maintain flood control structures and levees; and,

WHEREAS, the District is a legislatively created local political subdivision drainage district of the State of Louisiana with the statutory authority to contract, including cooperative endeavor agreements, for the construction, operation, maintenance, repair, rehabilitation, or replacement of any flood control project; and,

WHEREAS, this Agreement will be mutually beneficial to the parties in the furtherance of their respective statutory purposes, duties, and authorities, and each party expects to receive benefits for the themselves and the public at least equal to the costs and responsibilities undertaken pursuant to this Agreement; and,

WHEREAS, the purposes of the Agreement is to define the respective rights, duties, responsibilities and liabilities between the PARISH and the DISTRICT assumed under this Agreement with respect to the West Bank Hurricane Protection System.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That the Cooperative Endeavor Agreement between St. Charles Parish and the Lafourche Basin Levee District relative to the West Bank Hurricane Protection System is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Cooperative Endeavor Agreement on behalf of St. Charles Parish. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows: YEAS: SCHEKNAYDRE, TASTET, WILSON, WOODRUFF, BENEDETTO, HOGAN, COCHRAN, FISHER-PERRIER. NAYS: NONE. ABSENT: FLETCHER.

And the ordinance was declared adopted this 24th day of March, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature] SECRETARY: [Signature] DIVISION PRESIDENT: [Signature] APPROVED: [Signature] PARISH PRESIDENT: [Signature] RETD SECRETARY: [Signature] AT: 1:20 PM RECD BY: [Signature]

COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN ST. CHARLES PARISH AND LAFOURCHE BASIN LEVEE DISTRICT

THIS AGREEMENT entered into and on the date hereinafter written by and between:

ST. CHARLES PARISH, a local political subdivision of the State of Louisiana, with its domicile parish seat at Hahnville, Louisiana, represented herein by V. J. St. Pierre, Jr., its President duly authorized by resolution of its Parish Council dated 3/24/14, attached hereto and made a part hereof, hereinafter sometimes referred to as "PARISH;" and,

The LAFOURCHE BASIN LEVEE DISTRICT, a levee drainage district authorized by the laws of the State of Louisiana with its primary business domicile in Vacherie, Louisiana in St. James Parish, represented herein by Robert LeBlanc, its President of the Board of Commissioners, duly authorized by resolution of its Board of Commissioners dated [blank] attached hereto and made a part hereof, hereinafter sometimes referred to as "DISTRICT."

WITNESSETH THAT:

WHEREAS, the PARISH and the DISTRICT have joint responsibility for providing comprehensive flood control protection for the lives and property of its citizens within their territorial jurisdictions; and,

WHEREAS, the PARISH and the DISTRICT have agreed to maintenance of existing levees and future levees on the west bank of the Mississippi River in the St. Charles Parish; and,

WHEREAS, ARTICLE VII, SECTION 14(C) of the LOUISIANA CONSTITUTION OF 1974 provides in part that, "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and,

WHEREAS, the PARISH, acting through the Parish Council for St. Charles Parish, has constitutional and statutory authority for establishing, acquiring, constructing, improving, extending, and maintaining flood control projects within its territory and to cooperate with and enter into cooperative endeavor agreements and arrangements with other political subdivisions and drainage districts for flood control projects with the power to enter into maintenance agreements to maintain flood control structures and levees; and,

WHEREAS, the DISTRICT is a legislatively created local political subdivision drainage district of the State of Louisiana with the statutory authority to contract, including cooperative endeavor agreements, for the construction, operation, maintenance, repair, rehabilitation, or replacement of any flood control project; and,

WHEREAS, this Agreement will be mutually beneficial to the parties in the furtherance of their respective statutory purposes, duties, and authorities, and each party expects to receive benefits for the themselves and the public at least equal to the costs and responsibilities undertaken pursuant to this Agreement; and,

WHEREAS, the purposes of the Agreement is to define the respective rights, duties, responsibilities and liabilities between the PARISH and the DISTRICT assumed under this Agreement with respect to the "PROJECT;" AND

WHEREAS, the PARISH and the DISTRICT have the complete legal authority and capacity to enter into the terms of this Agreement;

NOW, THEREFORE, in consideration of the premises and mutually dependent covenants contained herein, the parties agree to the following:

ARTICLE I - DEFINITIONS

- A. The term "Project" as used herein shall mean: 1. To operate and repair the levees in St. Charles Parish which includes the West Bank Hurricane Protection Levee System (Magnolia Ridge, Willowridge, West Bank & Vicinity, Western Tie - In, Davis Pond Levee, Ellington and the Sunset Levee); 2. Any modifications to the Project, whether by post Agreement changes to the existing Project or as a separate Project(s); 3. Any work undertaken by the parties prior to this Agreement which is deemed compatible with the Project; 4. Any measures determined to be necessary to mitigate loss of wetlands resources including wildlife and fish; 5. To coordinate under Levee Analysis and Mapping Procedures (LAMP) with Federal Emergency Management Agency (FEMA); B. The term "Agreement" or "Cooperative Endeavor Agreement" (CEA) or "Intergovernmental Agency Agreement" (IAA) as used herein means this Agreement and any exhibits or attachments referenced and specifically incorporated by reference herein entered into by the PARISH and the DISTRICT in furtherance of the Project; C. The term "future Agreement(s)" means any Agreement(s) which may be entered into by the PARISH and the DISTRICT which modify in any way the Agreement or which may be considered in furtherance of the Project; D. The term "total Project costs" as used herein shall mean all costs incurred by the PARISH and the DISTRICT directly related to the furtherance of the Project; E. The term "period of operation" shall mean the time from the date the PARISH issues a letter of authorization from the Parish President to begin maintenance operation, repair or rehabilitation of the earthen levees as designated by the PARISH as each additional earthen levee that has been substantially completed and is ready for final acceptance by the PARISH; F. The term "functional portion of the Project" shall mean that portion or portions of the earthen levees turned over to the DISTRICT for maintenance, operation, repair, rehabilitation; G. The term "LERRD" shall mean lands, servitudes, rights-of-way, easements, and any improvements required on lands, servitudes, rights-of-way or easements to enable the continued operation and maintenance of the levees; H. The term "levee(s)" shall mean those levees existing on the West Bank of St. Charles Parish which include but are not limited to the West Bank and Vicinity Levee, the Sunset Levee and any levee where construction of the levee is completed and ready for transfer under the "period of operation" to the Levee District (current ongoing and future projects are Willowridge Levee, Ellington Levee and Magnolia Levee);

ARTICLE II - SCOPE

The DISTRICT, in cooperation with the PARISH, shall operate, maintain, repair or rehabilitate earthen levees and any servitude or easement associated with the levees located on the West Bank of the Mississippi River in St. Charles Parish, consisting of those earthen levees and servitudes or easements agreed upon by the PARISH and the DISTRICT required in furtherance of this Project; Parish will continue to maintain any associated drainage structures and flood walls;

ARTICLE III - PURPOSE AND INTENT

The purpose and intent of the Agreement is to apportion the duties and responsibilities of the PARISH and the DISTRICT involved in the administration, management, funding, implementation, operation, maintenance, repair, rehabilitation and replacement of the Project, and, to provide liability and indemnification as between the PARISH and the DISTRICT;

ARTICLE IV - OBLIGATIONS OF THE PARTIES

- A. The obligations of the DISTRICT under this Agreement shall include: 1) Providing the Project with administration and management; 2) Providing any advertisements, bidding and letting of contracts in furtherance of the Project; 3) Identification of any additional LERRD's necessary for the Project; 4) Operation, maintenance, repair, replacement, and rehabilitation of the Project or any functional completed portions thereof that has been turned over to the District by the Parish; B. The obligations of the PARISH under this Agreement shall include: 1) Relinquish any and all claims that the Parish may have under La.R.S. 38:334 and release the District from its obligation under said statute acknowledging that any claims of the Parish and the obligations of the District are mutually satisfied by the District's performance of the SCOPE of this agreement outlined in Article II above. 2) Assure the District that the earthen levees are substantially and functionally completed under their current design for transfer to the District; 3) St. Charles Parish will introduce a bill into the 2015 legislative session to amend LRS 38:334, regarding the 57% expenditure requirement in St. Charles Parish, to state: The provisions of this LRS 38:334 shall not apply during any tax year in which the Lafourche Basin Levee District maintains the St. Charles Parish West Bank Hurricane Protection Levee System as a whole or as each section is turned over to LBLD for maintenance, operation and control subject to any amendments or changes made by the State of Louisiana. (West Bank & Vicinity, Western Tie-In, Davis Pond Levee, Willowridge Levee, Ellington Levee, Magnolia Ridge Levee and Sunset Drainage District Levee) Nothing shall preclude the District from introducing its own bill or submitting a joint bill with the Parish.

ARTICLE V - OPERATION, MAINTENANCE, REPAIR, REPLACEMENT & REHABILITATION

Upon the PARISH relinquishing control of the levees, the DISTRICT shall operate, maintain, repair, rehabilitate, and replace the Levees as defined herein or functional portion thereof; The PARISH shall have no liability or responsibility for the operation, maintenance, repair, replacement, or rehabilitation of the Project;

ARTICLE VI - AUDIT AND MAINTENANCE OF RECORDS

A. The DISTRICT shall keep books, records, documents, and other evidence pertaining to the costs and expenses incurred pursuant to this Agreement according to laws of the State of Louisiana;

ARTICLE VII - RELATIONSHIP OF THE PARTIES

- A. In the exercise of their respective rights and obligations under this Agreement, the PARISH and the DISTRICT shall each act in their independent capacity, and neither is to be considered the officer, agent, or employee of the other for purposes of any third party. B. Nothing within this Agreement is intended nor shall be construed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement, or to create any third party beneficiary as to any obligation arising out of this Agreement. C. Nothing within this Agreement is intended nor shall be construed to make the PARISH a party to any contract between the DISTRICT and any third party including but not limited to any contractor or subcontractors of the DISTRICT.

ARTICLE VIII - HOLD HARMLESS AND INDEMNIFICATION

- A. The DISTRICT assumes full responsibility for the performance of its obligations under this Agreement and any future Agreement(s) or Amendments to the Project; The DISTRICT relieves the PARISH for any of its responsibilities while implementing this Project other than those obligations specifically undertaken by the PARISH except for any damages arising from the obligations undertaken by the PARISH, its elected officials, employees, agents, representatives and contractors. B. The PARISH assumes full responsibility for the performance of its obligations under this Agreement and any future Agreement(s) or Amendments to the Project; The PARISH relieves the DISTRICT for any of its responsibilities while implementing this Project other than those obligations specifically undertaken by the DISTRICT except for any damages arising from the obligations undertaken by the DISTRICT, its appointed officials, employees, agents, representatives and contractors. C. The DISTRICT shall indemnify, hold harmless and defend the PARISH, its elected officials, employees, agents, representatives and contractors, from and against any and all claims, demands, suits under law, causes of action, losses or liabilities of every kind, character and nature and shall pay in full any judgment, including any attorney fees, costs and legal interest, which may be rendered against the PARISH on account of the injuries to or death of any persons, or damage to any property of others, arising or allegedly arising out of or in any way connected with or in concert upon the performance by the PARISH, its elected officials, employees, agents, representatives and contractors, of its obligations within this Agreement, except for those claims, demands, causes of action, losses or liabilities resulting from the sole or concurrent negligence of the PARISH. D. The PARISH shall indemnify, hold harmless and defend the DISTRICT, its appointed officials, employees, agents, representatives and contractors, from and against any and all claims, demands, suits under law, causes of action, losses or liabilities of every kind, character and nature and shall pay in full any judgment, including any attorney fees, costs and legal interest, which may be rendered against the DISTRICT on account of the injuries to or death of any persons, or damage to any property of others, arising or allegedly arising out of or in any way connected with or in concert upon the performance by the DISTRICT, its appointed officials, employees, agents, representatives and contractors, of its obligations within this Agreement, except for those claims, demands, causes of action, losses or liabilities resulting from the sole or concurrent negligence of the DISTRICT. E. Nothing in this Agreement shall be construed as a waiver of any defenses or immunities provided to any party by law or statute. It is the intent of the parties that the PARISH and DISTRICT shall be allowed to assert any and all defenses and immunities provided by LOUISIANA LAW.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to either party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they shall agree to a mutually acceptable method of non-binding alternative dispute resolution or mediation with a third party acceptable to both parties. Each party shall pay an equal share of any costs for the services provided by such third party as the costs are incurred. The existence of a dispute shall not excuse the parties from performance of the obligations within this Agreement.

ARTICLE X - TERMINATION FOR CAUSE

- A. Either party may terminate this Agreement for cause based upon the failure of the other party to comply with the terms and conditions set forth in this or any future Agreement. Provided, however, that the party seeking to terminate the Agreement, shall give the other party in noncompliance written notice specifying the failure to comply. If within thirty (30) days after receipt of such notice, the party in noncompliance shall not have either corrected the failure or proceeded diligently to complete the correction, the party seeking termination may, at its option, place the non-complying party in default and the Agreement shall terminate on the date specified in the notice. B. Any termination of this Agreement shall not relieve the parties of liability for any obligation previously incurred. C. Should the PARISH cause this Agreement to be terminated, then the PARISH SHALL reimburse the DISTRICT for any capital outlay or capital expenses (less depreciation) associated with the implementation or in the executing of this Agreement and expenses associated with the termination of this agreement; Parish will assume control and ownership of any equipment purchased in furtherance of this Project;

ARTICLE XI - TERMINATION WITHOUT CAUSE

Any party may terminate this Agreement without cause or for any reason by giving the other party ninety (90) days written notice in which such notice shall state the date of the party's termination or of withdrawal from this Agreement. The date of termination or withdrawal from this Agreement in the notice shall not be shorter than the ninety (90) days from the date of the notice. SHOULD either Party initiate this clause, then the initiating Party shall pay to the other an amount necessary to reimburse the Party for capital outlay expenses incurred to implement this Agreement and those expenses necessary to terminate the Project (i.e., equipment, personnel or third party contracts);

ARTICLE XII - COMPLIANCE WITH LAWS

In acting pursuant to the rights and obligation set forth throughout this Cooperative Endeavor Agreement, the parties shall comply with all applicable federal, state and local laws, ordinances and regulations including but not limited to Louisiana Public Bid Law (La. R.S. 38:2211, et seq.)

ARTICLE XIII - PERSONS NOT TO BENEFIT

No elected or appointed public official shall be permitted to personally benefit from this Agreement.

ARTICLE XIV - CONFIDENTIALITY

To the extent permitted by the law governing each party, the parties agree to maintain the confidentiality of any exchanged information when requested to do so by the other party; subject to the Louisiana Public Records Act; Should a request be made for information by the public and the information has been requested to be held confidential by the other party, the party upon whom the request has been made shall notify the other party at the first opportunity in order for the party that provided the information can determine if the information falls within an exception under the Louisiana Public Records Act.

ARTICLE XV - APPLICABLE LAW

This Agreement shall be governed by and interpreted to the laws of the State of Louisiana and the ordinances of St. Charles Parish. The parties agree and consent to the jurisdiction of the state court within St. Charles Parish, State of Louisiana and the appellate court assigned to hear matters from St. Charles Parish. The parties agree to all actions and proceedings arising out of this Agreement shall be litigated in the District Court for St. Charles Parish.

ARTICLE XVI - SEVERABILITY AND SURVIVAL OF THE AGREEMENT

Each provision of this Cooperative Endeavor Agreement is severable from the other provisions. Should any provision of the Agreement be found invalid or unenforceable, then the provision or its part thereof, in question or contested shall be ineffective only to the extent required by law, without invalidating the remainder of the provision or the remainder of the other provisions found in this Agreement or the Agreement, itself. To the extent permitted by law, any provision found to be invalidate or unenforceable, then that provision shall be redrawn to the extent necessary to render it valid or enforceable consistent with the intent of the parties as demonstrated throughout this Agreement.

ARTICLE XVII - ENTIRE AGREEMENT

This Agreement and any exhibits attached to this Agreement shall constitute the entire agreement between the parties pertaining to the subject matter of this Agreement. This Agreement supersedes any and all prior and contemporaneous written and oral agreements or understandings between the Parties. Except as otherwise provided within this Agreement, the terms and conditions may not be amended, superseded, terminated or altered except by agreement evidenced by written instrument signed by both Parties, authorized and approved by certified copies of resolutions by the St. Charles Parish Council and the Lafourche Basin Levee District Board of Commissioners.

ARTICLE XVIII - NOTICES

All notices, requests, demands or other communications required to be given or presented under this Agreement shall be deemed to have been duly presented or given if in writing and delivered in person or by United States Postal Service mail, first class, postage prepaid, registered or certified return receipt requested to the following:

St. Charles Parish Parish President 15045 River Road P.O. Box 302 Hahnville, LA 70057

Lafourche Basin Levee District Executive Director P.O. Box 670 Vacherie, LA 70090

All such notices, requests, demands or other communications required to made pursuant to this Agreement shall be deemed to have been received by the addressee at the time actually received or seven calendar days after mailing, whichever is sooner. Either party may change the address to which such requests, demands or communications are to be given or presented by providing the other party written notice in the manner prescribed in this provision.

ARTICLE XIX - MISCELLANEOUS PROVISIONS

- i. All the provisions of this Agreement shall inure to the benefit of and be binding upon the Parties, their heirs, successors and assigns; ii. The Parties mutually agree to execute any and all agreements as may be necessary or expedient in the furtherance of the Project having been authorized by the and approved by the St. Charles Parish Council and the Lafourche Basin Levee District Board of Commissioners, as evidenced by certified copies of the resolutions of the Council and the District; iii. The Agreement shall become effective by the execution and signing by the Parties below after having been approved by the St. Charles Parish Council and the Lafourche Basin Levee District Board of Commissioners, evidenced by certified copies of their respective resolutions; iv. Except as otherwise provided above, this Agreement shall remain in effect until termination by written mutual consent of all parties in writing evidenced by the resolutions of the St. Charles Parish Council and the Lafourche Basin Levee District; v. The Cooperative Endeavor Agreement may be executed in multiple originals.

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

THUS SIGNED AND EXECUTED, in St. Charles Parish, by the duly authorized representative of St. Charles Parish, State of Louisiana on this 20th day of March, 2014, in the presence of the undersigned witnesses, who having signed their names, and together with me, Notary, witnessed the signature of the authorized representative of St. Charles Parish.

SIGNATURE: [Signature]
WITNESS: [Signature]
Print Name and Address: Andrea Coleman
Witness: [Signature]
Print Name and Address: [Signature]

NOTARY PUBLIC
Name and Address: Leona Vialle, 1499 River Rd. Hahnville, LA 70057
Notarial Number: 582
Bar Number if applicable: Commission expires: 2-1-14

THUS DONE AND EXECUTED, in the Parish of _____, State of Louisiana, by the duly authorized representative of Lafourche Basin Levee District, State of Louisiana, on this _____ day of _____, 2014, in the presence of the undersigned witnesses, who having signed their names, together with me, Notary, and after having witnessed the signature of the representative of Lafourche Basin Levee District.

LAFORCHE BASIN LEVEE DISTRICT
SIGNATURE: _____
BY: ROBERT LEBLANC
PRESIDENT
Witness: _____
Print Name and Address: _____
Witness: _____
Print Name and Address: _____
NOTARY PUBLIC
Name and Address: _____
Notarial Number: _____
Bar Number if applicable: _____
Commission expires: _____

2014-0070
INTRODUCED BY: V. J. ST. PIERRE, JR. PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 14-3-9
An ordinance to approve and authorize the Parish President to accept a Donation of Servitude from ARS Management, LLC for the St. Charles/Jefferson Parish line drainage canal/ditch located on a portion of Oakland Plantation in Kenner, Jefferson Parish, Louisiana.
WHEREAS, Oakland Plantation located in St. Rose, St. Charles Parish and Kenner, Jefferson Parish has a history of severe flooding and drainage problems, specifically the areas between the Illinois Central Railroad and the Kansas City Southern Railroad; and,
WHEREAS, ARS Management, LLC applied to the City of Kenner Planning and Zoning Department for approval of a planned unit development to develop a Best Western hotel; and,
WHEREAS, the proposed planned unit development includes drainage improvements on the parcel and stipulations that requires ARS Management, LLC to grant a drainage servitude to St. Charles Parish for an existing ditch located on the St. Charles/Jefferson Parish line described in the Donation of Servitude attached hereto; and,
WHEREAS, the acquisition and acceptance of the drainage servitude is in furtherance of the public's best interest and purpose, and is in satisfaction of a public need to improve drainage in the area.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Parish President is hereby authorized to accept the donation of a servitude for the property more particularly described in the Donation of Servitude attached hereto and made a part hereof, from ARS Management, LLC, as their interests may appear, said property is to be used by St. Charles Parish for drainage purposes, including but not limited to the placement and maintenance of a drainage canal/ditch.
SECTION II. That the Parish President is hereby authorized to execute any and all documents necessary to complete said donation on behalf of St. Charles Parish.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: SCHEXNAYDRE, TASTET, WILSON, WOODRUFF, BENEDETTO, HOGAN, COCHRAN, FISHER-PERRIER
NAYS: NONE
ABSENT: FLETCHER
And the ordinance was declared adopted the 24th day of March, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
D.V.D./PARISH PRESIDENT: _____
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: _____
RETD/SECRETARY: _____
AT: 1:05 PM RECD BY: _____

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF JEFFERSON

DONATION OF SERVITUDE
BY AND BETWEEN
ARS MANAGEMENT, LLC
AND
PARISH OF ST. CHARLES

BE IT KNOWN, that on this 20th day of March, in the year two thousand and fourteen (2014).
BEFORE ME, the undersigned Notary Public, duly commissioned and qualified and in the presence of the two competent witnesses hereinafter undersigned; PERSONALLY CAME AND APPEARED:

ARS MANAGEMENT, LLC, a Louisiana Limited Liability Company duly organized under the laws of the State of Louisiana, herein appearing through TALAT F. SIDDIQUI, its duly authorized Manager, whose mailing address is 635 Lafayette Street, Gretna, LA 70053;
ARS MANAGEMENT, LLC is the surviving name of BEST WESTERN PLUS NEW ORLEANS AIRPORT, LLC per Amendment to Articles of Organization of Best Western Plus New Orleans Airport, LLC filed with the Louisiana Secretary of State, a copy of which is attached hereto and made a part hereof;
Herein after referred to as "GRANTOR"
-and-
PARISH OF ST. CHARLES, a political subdivision of the State of Louisiana, herein represented by V.J. ST. PIERRE, JR., its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057; authorized pursuant to Ordinance No. 14-3-9 adopted by St. Charles Parish Council on the 24th day of March, 2014, a copy of which is attached hereto and made a part hereof;
Herein after referred to as "GRANTEE"
GRANTOR does hereby donate, present, grant, assign, transfer, deliver, and set over a drainage and utility servitude, easement, and right-of-way unto GRANTEE for the purposes of constructing, installing, operating, maintaining, repairing, and/or replacing drainage, utility and/or other improvements on, through, around, under, and/or over the following described property situated in Jefferson Parish, to wit:

LEGAL DESCRIPTION
A tract of land located in Jefferson Parish, Louisiana in Section 38, Township 12 South, Range 9 East, Southeast District of Louisiana, St. Helena Meridian, East of the Mississippi River and more particularly described as follows:
Commence at the intersection of the southerly right of way line of U.S. Highway 61 (Airline Highway), and the easterly property line of ARS Management, LLC, said point being designated as Point "A" on a survey made by J.J. Krebs & Sons, Inc., Registered Land Surveyor (R.L.S.), dated February 11, 1969 (coordinates X = 2,333,657.07, Y = 478,784.94), which point is monumented by a 1/2" iron pipe inside of a 2" iron pipe; thence proceed S72°46'00"W along the southerly right of way line of U.S. Highway 61 (Airline Highway) a distance of 173.85 feet to the Point of Beginning (POB);

Thence proceed S00°52'00"E along the western right of way line of the East Jefferson Levee District's Floodwall Easement a distance of 605.21 feet to a point; thence proceed S72°46'00"W along the northerly right of way line of the Kansas City Southern Railway Company a distance of 28.14 feet to a point; thence proceed N00°52'00"W along the parish line between Jefferson and St. Charles Parishes a distance of 605.21 feet to a point; thence proceed N72°46'00"E along the southerly right of way line of U.S. Highway 61 (Airline Highway) a distance of 28.14 feet to the POB.
The above described tract contains 16,187.89 square feet or 0.372 acres, more or less and is further depicted on map entitled "Plat of Proposed Drainage Servitude Across Property of ARS Management, LLC" dated January 27, 2014. The coordinates are based on the NAD 1927 Louisiana State Plane Coordinate System, South Zone.
The above being a portion of the same property acquired in the name of BEST WESTERN PLUS NEW ORLEANS AIRPORT, LLC in COB 3320, Folio 211, Instrument # 11343236 on August 29, 2013 on file in the Jefferson Parish Conveyance Records.

To have and to hold said servitude, easements, and rights of way unto said GRANTEE, its successors and assigns, until such time said servitude is no longer useful for the above named purposes.

GRANTOR grants unto GRANTEE the right of ingress and egress to and from said servitude for the purpose of constructing, installing, operating, maintaining, repairing, and/or replacing drainage, utility and/or other improvements. GRANTOR retains the rights to fully use and enjoy the above-described property, except as to the rights here and above granted. GRANTEE agrees to indemnify and hold harmless GRANTOR from any and all damages, which GRANTOR may suffer, caused either wholly or in part, by reason of the negligence of the Parish of St. Charles, its agents or employees, in the installation, operation, and/or maintenance of this drainage servitude. GRANTEE, by those present, hereby accepts and acknowledges the above donation of a grant of servitude.

IN TESTIMONY WHEREOF, the parties hereto have signed, executed, and acknowledged this instrument as their free and voluntary act in the presence two competent witnesses, in triplicate originals, as of the 11 day of March, 2014, after a due reading of the whole.

WITNESSES: [Signature]
[Signature]
GRANTOR: Talat Siddiqui
ARS MANAGEMENT, LLC
BY: TALAT F. SIDDIQUI
ITS: MANAGER

NOTARY PUBLIC
Name and Address: _____
Notarial Number: _____
Bar Number if applicable: _____
Commission expires: _____

IN TESTIMONY WHEREOF, the parties hereto have signed, executed, and acknowledged this instrument as their free and voluntary act in the presence two competent witnesses, in triplicate originals, as of the 20th day of March, 2014, after a due reading of the whole.

WITNESSES: [Signature]
[Signature]
GRANTEE: [Signature]
PARISH OF ST. CHARLES
BY: V.J. ST. PIERRE, JR.
ITS: PARISH PRESIDENT

NOTARY PUBLIC
Name and Address: _____
Notarial Number: _____
Bar Number if applicable: _____
Commission expires: _____

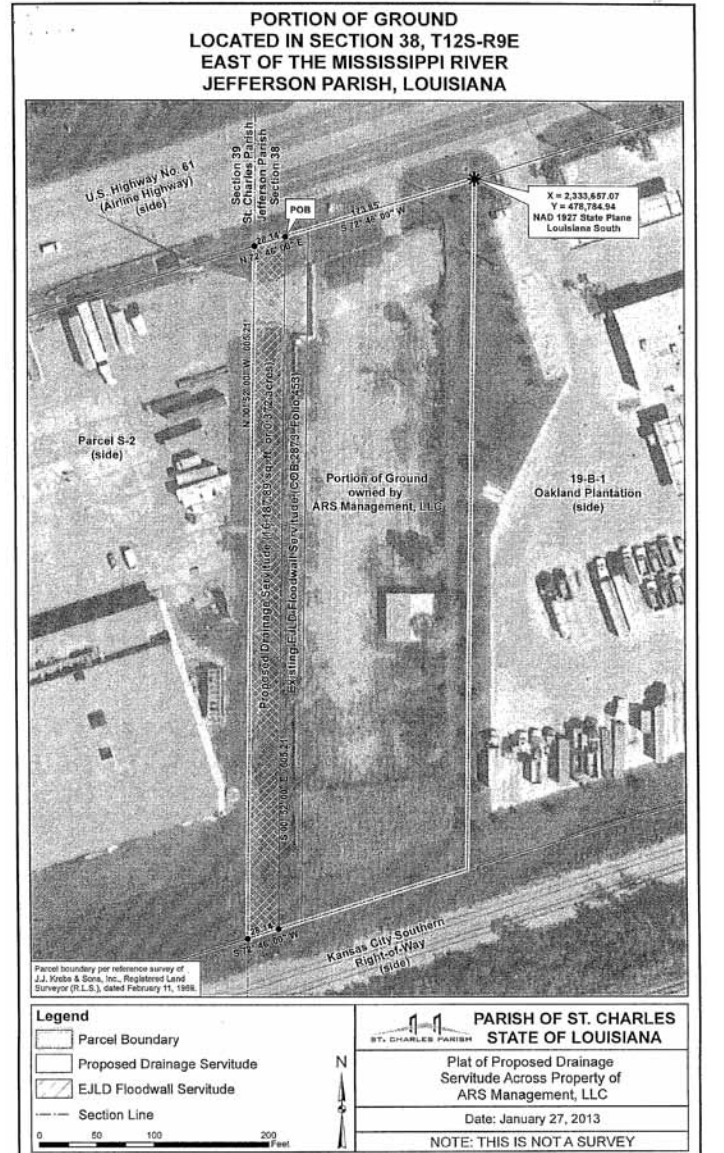
AMENDMENT TO ARTICLES OF ORGANIZATION OF BEST WESTERN PLUS NEW ORLEANS AIRPORT, LLC

STATE OF LOUISIANA
PARISH OF JEFFERSON
BE IT KNOWN, that on this 14th day of October, 2013;
BEFORE ME, the undersigned Notary Public, personally came and appeared:

TALAT F. SIDDIQUI and ABDUL R. G. SIDDIQUI
both of whom being by me first duly sworn, deposed and stated that they are the sole members of the entity known as BEST WESTERN PLUS NEW ORLEANS AIRPORT, LLC; that they do by these presents hereby amend the Articles of Organization, in particular Article II to read that the name of the Limited Liability Company shall be ARS MANAGEMENT, LLC;
Appears further declared that all of the other provisions of the Articles of Organization shall remain in full force and effect.

THUS DONE AND SIGNED on the day, month and year first herein in the presence of the undersigned competent witnesses who have hereunto signed, together with me, Notary, and the appearer, after due reading of the whole.

WITNESSES: [Signature]
[Signature]
TALAT F. SIDDIQUI
ABDUL R. G. SIDDIQUI
NOTARY PUBLIC
Name and Address: _____
Notarial Number: _____
Bar Number if applicable: _____
Commission expires: _____



2014-0071
INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)
TRACI A. FLETCHER, COUNCILWOMAN, DISTRICT VI
ORDINANCE NO. 14-3-10

An ordinance to approve and authorize the execution of an Agreement between St. Charles Parish and Messina's Concessions, Inc., to provide Professional Catering Services at the Edward A. Dufresne Community Center.
WHEREAS, St. Charles Parish intends to make the Edward A. Dufresne Community Center available for rental functions; and,
WHEREAS, Professional Catering Services are needed in order for the Parish to accommodate rental functions at said facility; and,
WHEREAS, the Parish conducted a qualifications based procurement process to select a qualified firm to provide said services, including advertising a Request for Statements of Qualifications and forming a selection committee to evaluate respondents' qualifications to select the most qualified respondent; and,
WHEREAS, the results of the evaluation yielded Messina's Concessions, Inc., as the most qualified and highest scoring respondent; and,
WHEREAS, it is the desire of the Parish and Messina's Concessions, Inc., to enter into an Agreement for said services.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Agreement between St. Charles Parish and Messina's Concessions, Inc., to provide Professional Catering Services at the Edward A. Dufresne Community Center is hereby approved and accepted.
SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish and to act on behalf of St. Charles Parish in all matters pertaining to said services.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: SCHEXNAYDRE, TASTET, WILSON, WOODRUFF, BENEDETTO, HOGAN, COCHRAN, FISHER-PERRIER
NAYS: NONE
ABSENT: FLETCHER
And the ordinance was declared adopted this 24th day of March, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
D.V.D./PARISH PRESIDENT: _____
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: _____
RETD/SECRETARY: _____
AT: 1:05 PM RECD BY: _____

PROFESSIONAL CATERING SERVICES AGREEMENT EDWARD A. DUFRESNE COMMUNITY CENTER

This Agreement made by and between St. Charles Parish, located at 15045 River Road, Hahnville, Louisiana 70070, herein represented by V.J. St. Pierre, Jr., President, hereinafter referred to as OWNER and Messina's Concessions, Inc., located at 2717 Williams Boulevard, Kenner, Louisiana 70065, a Louisiana Corporation, herein represented by George Messina, President, duly authorized by Resolution attached hereto and made a part hereof, hereinafter referred to as the CONTRACTOR.
The OWNER does enter into this Agreement for the engagement of professional catering services at the Edward A. Dufresne Community Center, 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070, on the following terms and conditions:

- 1. DEFINITIONS
A. CATERING
The serving of food and beverages at all functions of the Edward A. Dufresne Community Center.
B. GROSS BILLINGS
The total costs billed by the CONTRACTOR to its CLIENTS, and includes food and beverages (alcoholic and non-alcoholic content) and other costs and gratuities, but does not include sales tax.
C. DONATED GOODS AND SERVICES
Any food and beverage (alcoholic and non-alcoholic) provided by the CONTRACTOR to its CLIENTS at the Edward A. Dufresne Community Center as a donation of any sort.
D. SUBCONTRACTOR
A professional company that has the expertise to provide food and beverage services of such specifications and presentation that the CONTRACTOR does not possess.
E. CLIENT
A person and/or persons or entity who leases the Edward A. Dufresne Community Center.
F. GOVERNMENTAL DEPARTMENTS
Those Departments that report directly to the Parish President.
- 2. GENERAL
A. The effective date of this Agreement shall be from 4-1-14 thru 4-1-15. This Agreement may be extended for two additional one year periods at the option of the OWNER.
B. All terms and provisions contained in the "Operations Manual" as specified for the Edward A. Dufresne Community Center are applicable to this Agreement and are made a part hereof as though copied in its entirety. CONTRACTOR acknowledges receipt of the Operations Manual and agrees to abide by its terms and conditions, which will be applicable when the CONTRACTOR has been engaged by the CLIENT to perform catering services at the facility.
C. This Agreement is non-exclusive. CONTRACTOR shall abide by any and all arrangements made by the OWNER with a Governmental Department.
- 3. SERVICES OF THE CONTRACTOR
A. GENERAL
CONTRACTOR shall provide professional catering services as hereinafter provided and to properly plan and execute the work assigned.
B. Catering services consist of the work defined in the Scope of Work, attached hereto as Exhibit A and incorporated herein.
C. CONTRACTOR shall coordinate with the OWNER's designated representative(s) in documenting the terms and conditions, which will be applicable when the CONTRACTOR has been engaged by the CLIENT to perform catering services at the facility.
D. CONTRACTOR shall submit an annual financial statement.
E. Catering services provided by the CONTRACTOR shall be performed in accordance with generally accepted professional catering practices.
F. Catering services shall be provided between the hours of 7 A.M. -10 P.M. for preparation and 8 A.M. -12 A.M. for services for a function.
G. All food and beverage shall be expertly prepared and presented by individuals that have been food safety certified in a professional manner based on public facility industry standards. No one under the age of eighteen (18) years is allowed in the kitchen and/or concessions area.
H. CONTRACTOR shall obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center. Copies of all required licenses and permits shall be submitted to OWNER.
I. CONTRACTOR shall not commercially exploit by sale or otherwise any item or article which includes any reference to St. Charles Parish or the Edward A. Dufresne Community Center without prior written consent of the OWNER.
J. CONTRACTOR shall ensure that all employees serving alcohol and/or bartending possess a current and valid bartender's card known as a Responsible Vendor Card from the State of Louisiana on their person(s) at the time of service.
- 4. SERVICES OF THE OWNER
A. Provide full information as to the requirements and standards of services.
B. Guarantee access to and make all provisions for CONTRACTOR to enter the Edward A. Dufresne Community Center as required for performing the services.
C. OWNER shall coordinate with CONTRACTOR in documenting the terms and conditions, which will be applicable when OWNER and CONTRACTOR have been engaged by the CLIENT.
D. OWNER shall maintain its kitchen inventory and equipment in proper working order, subject to general wear-and-tear.
E. OWNER shall maintain all kitchen safety equipment and inspections as regulated by Federal, State and Local guidelines.
F. OWNER shall have a dumpster on site at all times for disposing of items, with the exception of seafood remains which CONTRACTOR will dispose of under a public facility industry standards.
G. OWNER shall have a minimum of one employee present at the facility when CONTRACTOR is on-site.
H. OWNER will provide CONTRACTOR a maximum of ten hours of work time prior to a function between the hours of 7 A.M. -10 P.M. OWNER will allow the CONTRACTOR time outside of the said ten hours for special circumstances upon written authorization a minimum of ten days prior to the day of the function.
I. If a function requires more tables and chairs than available, CONTRACTOR will be solely responsible for such additional equipment.
J. If a function requires more tables and chairs than available, CONTRACTOR will be solely responsible for such additional equipment.
K. OWNER is not required to provide HVAC or full lighting during setup and/or cleanup periods.
L. OWNER will provide all utilities, such as electricity, gas, water and garbage pickup. This does not include telephone services, Wi-Fi services and/or computer services.
M. OWNER reserves the right to utilize a caterer outside of this Agreement without notifying the CONTRACTOR (i.e. Governmental Departments).
N. OWNER shall provide CONTRACTOR with a minimum of one day notice prior to the date of usage by OWNER.
- 5. COMPENSATION
A. Compensation for Catering Services
I. A yearly fee of \$1,500.00 shall be collected at the signing of this Agreement and at the start of each renewal period from CONTRACTOR to allow their establishment to remain the authorized caterer of the facility and utilize the in-house equipment, if for reason(s) beyond the control of either party, i.e., Act of God, the contract is terminated, the yearly fee shall be pro-rated from the time of cancellation.
II. Commissions shall be paid by CONTRACTOR to OWNER of gross billings less sales tax.
 - Catered Private Functions 18%
 - Drop-off, "Hostess" & "Cash" Bar Functions 15%
 - Concessions Private Functions 18%
 - Concessions Governmental Departments 12%
 - Donated Goods & Services 17%

Legals deadline is Friday at 3 p.m. for the following issue.

985-758-2795
www.heraldguide.com

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

I. CONTRACTOR shall submit a statement of GROSS BILLINGS for catering services actually rendered for each catering function in the prior month to the OWNER and a check in the amount of the OWNER's commissions on or before the twentieth (20th) day of each month. Statements should also include signed copies (by CLIENT and CONTRACTOR) of any subsequent charges or additional purchases not previously submitted.

B. All payments should be made to St. Charles Parish and mailed to 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070, during normal business hours, Monday-Friday 8:30 A.M.-4:00 P.M. on the effective date of this Agreement.

6. RECORDS

A. At any time during this Agreement and from time to time, the OWNER or its designated representative(s) may audit, with seventy-two (72) hours prior notice to CONTRACTOR, all accounting and financial records and procedures of CONTRACTOR and all funds and accounts governed by this Agreement. The audit will take place during normal business hours at 274 Judge Edward Dufresne Parkway in Luling or such place as the records shall be kept and maintained by the CONTRACTOR. Any discrepancies shall be noted, except in cases of theft, criminal conduct or fraud (as opposed to negligent misrepresentation), gross negligence, willful or wanton misconduct or (with respect to handling funds or financial obligations) CONTRACTOR shall have thirty (30) days within which to comply with proper procedures and reconcile all discrepancies. Failure of the OWNER to note any discrepancies with respect to CONTRACTOR's accounting and financial procedures shall not relieve CONTRACTOR of its obligation to comply with the accounting requirements contained in this Agreement or with the provisions of this Agreement. If the audit determines that the computation of GROSS BILLINGS is understated by five percent or more, affecting the commissionable amount which shall be properly accounted for as GROSS BILLINGS to the OWNER, the CONTRACTOR shall bear the costs of the audit.

B. CONTRACTOR shall maintain pertinent records for duration of this Agreement or a greater amount of time, if required by law.

7. EQUIPMENT

A. CONTRACTOR shall be held responsible for any and all damages caused through the neglect of the CONTRACTOR, its agents, servants, or employees to the kitchen/concessions areas and the equipment housed in those areas outside of normal wear-and-tear. The year-end allows CONTRACTOR to utilize the in-house equipment as needed and the kitchen storage to house food, beverage and/or additional equipment required to perform catering services at the facility. CONTRACTOR shall allow OWNER to utilize any equipment in the kitchen and/or concession areas at OWNER's discretion. OWNER acknowledges the exclusion of any and all food/beverage stored at the facility that is owned by CONTRACTOR.

B. OWNER is not responsible for theft of any of the CONTRACTOR's food, beverages, equipment, materials and/or supplies.

C. CONTRACTOR shall coordinate with and obtain approval from the OWNER prior to the installation of immovable or "hard wired" equipment.

8. TERMINATION

A. This Agreement is effective upon execution of this document and may be terminated by either party, at will, upon thirty (30) days written notice. CONTRACTOR shall remain responsible to OWNER for all obligations incurred by it prior to OWNER's receipt of such notice. The year-end allows CONTRACTOR to utilize the in-house equipment as needed and the kitchen storage to house food, beverage and/or additional equipment required to perform catering services at the facility. CONTRACTOR shall allow OWNER to utilize any equipment in the kitchen and/or concession areas at OWNER's discretion. OWNER acknowledges the exclusion of any and all food/beverage stored at the facility that is owned by CONTRACTOR.

B. Failure of CONTRACTOR to obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center.

VI. Other issues that cause the reputation of the facility to be harmed.

9. SUCCESSION AND ASSIGNMENT

This Agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

10. INSURANCE

CONTRACTOR shall secure and maintain of its expense such insurance that will protect it and its employees and the OWNER, from claims under Workers' Compensation, Acts (signed waiver of subrogation and endorsed to the policy on the insurance certificate or by blanket waiver of subrogation 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 amount of ONE MILLION DOLLARS NO/100 (\$1,000,000.00) per occurrence (no combined limit) and not less than TWO MILLION DOLLARS NO/100 (\$2,000,000.00) for all injuries and/or deaths aggregated. The insurance from property damage shall be in the amount of ONE MILLION DOLLARS NO/100 (\$1,000,000.00) for each accident (no combined limit) and not less than TWO MILLION DOLLARS NO/100 (\$2,000,000.00) aggregate. CONTRACTOR shall secure and maintain of his expense general liability insurance in the sum of ONE MILLION AND NO/100 (\$1,000,000.00). CONTRACTOR shall also secure and maintain of his expense liquor liability in the sum of ONE MILLION DOLLARS NO/100 (\$1,000,000.00) and not less than TWO MILLION DOLLARS NO/100 (\$2,000,000.00) aggregate. The CONTRACTOR must provide the owner with a copy of the alcohol permit from ATF (Alcohol, Firearms, & Tobacco), Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements. If umbrella and/or excess coverage are used to meet minimum requirements, they must be approved by the OWNER. All certificates of insurance shall name the OWNER as an additional insured and shall be furnished to the OWNER within ten (10) days prior to the effective date of this Agreement, and shall provide that insurance shall not be canceled without ten (10) days prior written notice to the OWNER. OWNER may examine the policies.

11. INDEMNIFICATION

CONTRACTOR shall conduct its activities upon the premises safely. CONTRACTOR agrees to defend, indemnify, and hold the OWNER, its agents, servants, and employees and all claims, demands, expenses and liabilities arising out of injury or death to any person or damage, loss or destruction of property which may occur on or in any way grow out of any act or omission of CONTRACTOR. This indemnification shall apply to any employees, CONTRACTOR assumes full responsibility for the acts and conduct of all persons admitted to the premises by CONTRACTOR and CONTRACTOR agrees to pay for all damages/destruction of the facility or premises resulting from CONTRACTOR's use or occupancy thereof, or from persons participating, attending or working by this Agreement.

12. WARRANTY

CONTRACTOR warrants that he will perform the services with the degree of skill and to the standard of the care required of the catering services profession and to meet of Federal, State and Local requirements.

13. COMPLIANCE WITH LAWS AND ORDINANCES

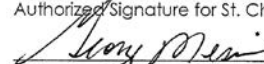
CONTRACTOR hereby agrees to comply with all Federal, State and Local laws and Ordinances applicable to the work or services under this Agreement. If any dispute, claims and/or lawsuits arise regarding this Agreement venue shall be in the 29th Judicial District Court, in and for the Parish of St. Charles, State of Louisiana. If any portion of this Agreement is found invalid, it does not affect the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written in this Agreement.

subrogation against St. Charles Parish, Munich RE Insurance Company, it's personnel, it's insurers, successors, heirs from any and all bodily injury or injuries which may occur as a result of rental, utilization, of said/described activity above at the St. Charles Parish Edward A. Dufresne Community Center.

This agreement shall be subject to the laws of the State of Louisiana.

Hahnville, Louisiana this ____ day of _____, 2014.

Authorized Signature for St. Charles Parish, Parish President V.J. St. Pierre

 Authorized Signature for renter/securer of the St. Charles Parish Edward A. Dufresne Community Center.

Witness Signature (Sign and Print Name & Work Title & contact information)

Witness Signature
 2014-0072
 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF COMMUNITY SERVICES)
 COUNCILMAN TERRELL D. WILSON

ORDINANCE NO. 14-3-11
 An ordinance to approve and authorize the execution of Agreement between St. Charles Parish and Murray Architects, Inc to provide design services for the Killona Community Center.

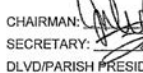
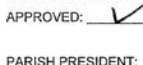
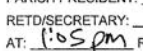



WHEREAS, the Parish desires to engage Murray Architects, Inc. to provide design services for the construction of a multipurpose community center to serve the residents of Killona; and,
 WHEREAS, it is the desire of the Parish and Murray Architects, Inc. to enter into an agreement for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
 SECTION I. That the Agreement between Murray Architects, Inc. and St. Charles Parish for the Killona Community Center is hereby approved and accepted.
 SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish.

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

YEAS: SCHEXNAYDRE, TASTET, WILSON, WOODRUFF, BENEDETTO, HOGAN, COCHRAN, FISHER-PERRIER
 NAYS: NONE
 ABSENT: FLETCHER

And the ordinance was declared adopted this 24th day of March, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
 SECRETARY: 
 DLVD/PARISH PRESIDENT: 
 APPROVED: DISAPPROVED:
 PARISH PRESIDENT: 
 RETD/SECRETARY: 
 AT: 1:55 pm RECD BY: 

AIA Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 17th day of February in the year 2014 (In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner: (Name, legal status, address and other information)

St. Charles Parish
 15045 River Road
 P.O. Box 302
 Hahnville, LA 70057

and the Architect: (Name, legal status, address and other information)

Murray Architects, Inc.
 13760 River Road
 Drexelham, LA 70047

for the following Project: (Name, location and detailed description)

Killona Community Center
 Highway 3141
 Killona, Louisiana
 2,152 Sq. Ft. Type 5 Construction Community Center

The Owner and Architect agree as follows:

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TABLE OF ARTICLES

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2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information.

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Design, Construction Documents and Construction Administration of a 2,152 square foot type 5 construction community center, located in Killona, Louisiana

1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- 1 Commencement of construction date: To Be Determined
- 2 Substantial Completion date: To Be Determined

1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

2.1 The Architect shall provide the professional services as set forth in this Agreement.

2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

2.5 The Architect shall maintain the following information for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost. (Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

INSURANCE REQUIREMENTS

GENERAL

1. Certificate of Insurance must be provided and it must be issued by Agent or Insurer

2. The Owner must be listed as Certificate Holder

3. 30 day notice required for cancellation (other than non-payment), non-renewal, material change

4. Insurance carrier to have Best rating of "A" or above or be a qualified self-insured with "A" rated reinsurance; preference will be given to admitted (LIGA) insurers

LIABILITY

1. Commercial General Liability on Occurrence Form

2. Limits

a. \$2,000,000 General Aggregate, if aggregate applies per policy-or

b. \$1,000,000 General Aggregate if aggregate applies per project;

c. \$1,000,000 CSL Each Occurrence

d. \$1,000,000 Products/Completed Operations Aggregate \$1,000,000 Personal Injury

e. \$100,000 Fire Damage Legal (subject to review based on specific job and/or location)

AUTOMOBILE

1. \$1,000,000 CSL for any Owner, Non-owned or Hired Automobiles

- 1. Louisiana Statutory Benefits
- 2. \$1,000,000/1,000,000/1,000,000 Employers Liability

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

3.1 The Architect's basic services consist of those services described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.2 SCHEMATIC DESIGN PHASE SERVICES

3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

3.3 DESIGN DEVELOPMENT PHASE SERVICES

3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

3.3.2 The Architect shall update the estimate of the Cost of the Work.

3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms, (2) the form of agreement between the Owner and Contractor, and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

3.4.4 The Architect shall update the estimate for the Cost of the Work.

3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

3.5 BIDDING OR NEGOTIATION PHASE SERVICES

3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

3.5.2 COMPETITIVE BIDDING

3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- 1 preparing the reproduction of Bidding Documents for distribution to prospective bidders;
- 2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received;
- 3 organizing and conducting a pre-bid conference for prospective bidders;
- 4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- 5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

3.5.3 NEGOTIATED PROPOSALS

3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- 1 preparing the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- 2 organizing and participating in selection interviews with prospective contractors; and
- 3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

3.6 CONSTRUCTION PHASE SERVICES

3.6.1 GENERAL

3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201™-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall not be responsible for the Contractor's negligent acts or omissions, but shall not have control over the Contractor's charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

3.6.2 EVALUATIONS OF THE WORK

3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, when the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201™-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR


3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

3.6.4 SUBMITTALS

3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal

ATTEST:

 St. Charles Parish
 V.J. St. Pierre, Jr.
 Parish President

ATTEST:

 Messina's Concessions, Inc.
 George Messina
 President

EXHIBIT A: SCOPE OF WORK

The Agreement is relating to providing food, beverage, concessions and/or alcoholic beverage services by the CONTRACTOR for the functions which are to take place at the Edward A. Dufresne Community Center.

SCOPE OF WORK

1. CONTRACTOR shall promptly provide written notice to OWNER during normal business hours 8:30 A.M.-4:00 P.M. Monday-Friday upon execution of a contract to provide catering services at the facility.

2. CONTRACTOR shall be deemed qualified and capable by OWNER to provide such food and beverage services for functions authorized under separate rental agreements with third parties for use of the facility.

3. CONTRACTOR's Agreement with its CLIENT shall be for a prearranged guaranteed price. Cash sales for food, beverage and alcoholic beverages by the CONTRACTOR, but not included on the CLIENT's original signed invoice, are prohibited at the function without prior approval from OWNER's designated representative(s). CONTRACTOR shall provide OWNER with a detailed menu agreed upon between the CONTRACTOR and the CLIENT a minimum of two weeks prior to the function date. CONTRACTOR is responsible for providing materials for the CLIENT to remove leftover food immediately following a function.

4. If it becomes necessary for the CONTRACTOR to use a SUBCONTRACTOR, the OWNER urges CONTRACTOR to use St. Charles Parish or Louisiana vendors, including small and emerging businesses. In all functions, any SUBCONTRACTOR used by CONTRACTOR should be identified prior to a function date to OWNER's designated representative(s). SUBCONTRACTORS are bound by the terms of this Agreement. CONTRACTOR shall assume total responsibility for compliance.

5. CONTRACTOR shall employ, train and closely supervise all persons necessary to the operations of the business hereunder and

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schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK.

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retentions or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

| Additional Services | Responsibility (Architect, Owner or Not Provided) | Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below) |
|---|---|---|
| § 4.1.1 Programming (B202TM-2009) | Not Provided | |
| § 4.1.2 Multiple preliminary designs | Architect | |
| § 4.1.3 Measured drawings | Architect | |
| § 4.1.4 Existing facilities surveys | Owner | |
| § 4.1.5 Site Evaluation and Planning (B203TM-2007) | Not Provided | |
| § 4.1.6 Building Information Modeling (B207TM-2008) | Not Provided | |
| § 4.1.7 Civil engineering | Architect | |
| § 4.1.8 Landscaping | Not Provided | |
| § 4.1.9 Architectural Interior Design (B257TM-2007) | Not Provided | |
| § 4.1.10 Value Analysis (B204TM-2007) | Not Provided | |
| § 4.1.11 Detailed cost estimating | Architect | |
| § 4.1.12 Overall Project Representation (B207TM-2008) | Not Provided | |
| § 4.1.13 Confirmed construction documents | Not Provided | |
| § 4.1.14 As-Designed Record drawings | Not Provided | |
| § 4.1.15 As-Constructed Record drawings | Architect | |
| § 4.1.16 Post occupancy evaluation | Not Provided | |
| § 4.1.17 Facility Support Services (B210TM-2007) | Not Provided | |
| § 4.1.18 Tenant-related services | Not Provided | |
| § 4.1.19 Coordination of Owner's consultants | Not Provided | |
| § 4.1.20 Telecommunications/data design | Not Provided | |
| § 4.1.21 Security Evaluation and Planning (B206TM-2007) | Not Provided | |
| § 4.1.22 Commissioning (B211TM-2007) | Not Provided | |
| § 4.1.23 Extensive environmentally responsible design | Not Provided | |
| § 4.1.24 LEED® Certification (B214TM-2012) | Not Provided | |
| § 4.1.25 Furniture design services | Not Provided | |
| § 4.1.26 Historic Preservation (B205TM-2007) | Not Provided | |
| § 4.1.27 Furniture, Furnishings, and Equipment Design (B253TM-2007) | Not Provided | |

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Not Applicable

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
3. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
5. Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
7. Preparation for, and attendance at, a public presentation, meeting or hearing;
8. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
9. Evaluation of the qualifications of bidders or persons providing proposals;
10. Consultation concerning replacement of Work resulting from fire or other cause during construction; or
11. Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

1. Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
2. Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
3. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
4. Evaluating an excessive number of Claims as the Initial Decision Maker;
5. Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
6. To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

1. Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
2. 1 x Month (1 x Month) visits to the site by the Architect over the duration of the Project during construction
3. Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
4. Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Three (3) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures, designated wetlands, adjacent drainage, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and accessory data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluations, ground reaction tests and resistivity tests, including necessary operations for anticipating subsol conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to cooperate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include Contractor's general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project, and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate it in accordance with Section 9.5;
4. in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
5. implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.4.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyright. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner shall perform its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the aid of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such use. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third party or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted here to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL.

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of dispute resolution specified by applicable law. In the event of a dispute, the Architect shall have the right to sue or be sued in any court of competent jurisdiction. The Owner and Architect waive all claims and causes of action not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not covered in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the Contractor, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of their similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION - NOT APPLICABLE

(Paragraphs deleted)

§ 8.3 ARBITRATION - NOT APPLICABLE

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

Lump Sum Fee: Thirty Thousand Five Hundred Twenty Eight Dollars (\$30,528.00). This lump sum fee is based on a Construction Cost Estimate of \$298,750.00.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly rate as stipulated in Section 11.7

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

Hourly rate as stipulated in Section 11.7

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus One and one-tenth percent (1.10%), or as otherwise stated below:

| (Row deleted) | Design Development Phase Construction Documents | Twenty percent (20 %) | Sixty percent (60 %) |
|---|---|------------------------|-----------------------|
| Phase Bidding or Negotiation Phase Construction Phase | Fifteen percent (15 %) | Five percent (5 %) | Five percent (5 %) |
| Total Basic Compensation | one hundred percent (100 %) | | |

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for all portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

| Employee or Category | Rate |
|-----------------------------|----------------|
| Principal | \$200 per hour |
| Project Director / Manager | \$160 per hour |
| Senior Architect / Engineer | \$150 per hour |
| Engineer | \$130 per hour |
| Cadd / Computer Technician | \$ 85 per hour |
| Engineer Technician | \$ 65 per hour |
| Senior Inspector | \$ 50 per hour |
| Clerical | \$ 50 per hour |

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
3. Fees paid for securing approval of authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, standard form documents;
5. Postage, handling and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
8. Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
9. All taxes levied on professional services and on reimbursable expenses;
10. Site office expenses; and
11. Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses

PUBLIC NOTICE

PUBLIC NOTICE

REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER

If the following violations are not rectified within (5) days of this published notice, the parish will proceed in bringing the properties listed in compliance with Chapter 16, Article III Sec. 16-24 through Sec. 16-28, (as amended). The fee for performing these services shall be at a rate of 0.035 per square foot of the lot cleaned. The contractor's fee for performing these services shall be at the rate of .028 per square foot of the lot cleaned. In the event a mini-clean up is required prior to performing the above services, a fee of \$55.39 per mini clean up plus actual disposal fees will be assessed, not to exceed then (10) mini-cleanups per property in violation. On property where trash and/or debris accumulation is such that it requires heavy equipment, bulldozer, front-end loaders, etc. a fee of forty one dollars and five cents (\$41.05) per cubic yard will be assessed. An administration fee of \$34.62 may be assessed on each invoice. The fees in this section shall be increased or decreased on February first of each year by a change in CIP applicable to the US cities average group, all urban consumers, all items published by the US Department of Labor, Bureau of Labor Statistics, for the preceding twelve month period ending each November. The change shall become effective beginning with the period ending November 30, 2000. The department of finance shall notify the department of planning and zoning in writing annually of the revised fees.

The following lots are in violation of parish ordinance Chapter 16, Article III Sec. 16-24 through Sec. 16-33:

Antoinette Adams, Usufruct Marie Adams

Lot A (1336 Paul Maillard Road)
Nature of violation: grass cutting & removal of debris

Amy Alexander (Flagville)

Portion of Lot 20 and Portion of Lot 21 (641 Courthouse Lane)
Nature of violation: grass cutting & removal of debris

Jerry Arceneaux, c/o Johnnie Arceneaux (St. Charles Terrace)

Lot 69 (236 Terrace Street)
Nature of violation: grass cutting & removal of debris

Asian Garden Seafood & Grill (Paradis)

Lot 5A (15207 Highway 90)
Nature of violation: grass cutting & removal of debris

Jesse Bahin (Evangeline City Unit 4)

Lot 16A (645 Evangeline Road)
Nature of violation: grass cutting & removal of debris

Carolyn Bennett (St. Charles Terrace)

Lot 70A (240 Terrace Street)
Nature of violation: grass cutting & removal of debris

Jean Bondreaux (New Sarpy)

Lot 10 & 11 (403 W Harding Street)
Nature of violation: grass cutting & removal of debris

Richard O. Breaud (200 S Destrehan Avenue)

Lot 1 (200 S Destrehan)
Nature of violation: grass cutting & removal of debris

Ken Breaux (Beau Place)

Lot 24 (221 Beau Place Boulevard)
Nature of violation: grass cutting & removal of debris

Lawrence Breaux (St. Charles Terrace)

Lot 69, 70, 71 (235 Terrace Street)
Nature of violation: grass cutting & removal of debris

John Burnett (Beau Place)

Lot 26 (301 Beau Place Boulevard)
Nature of violation: grass cutting & removal of debris

Crescent City CDC (Oak Ridge Park)

Lot 46 (1017 Paul Frederick Street)
Nature of violation: grass cutting & removal of debris

Vernon Cutrell (Ormond Country Club Estates)

Lot 16 (Ormond Boulevard)
Nature of violation: grass cutting & removal of debris

Dacar, LLC (Ellington Plantation)

Parcel No. ADV. 4 (Highway 90)
Nature of violation: grass cutting & removal of debris

Joe Dantin (Lagattuta Addt. #2)

Lot 25 (116 St. Nicholas Street)
Nature of violation: grass cutting & removal of debris

D'Argent Properties (Coronado Park West)

Lot A-1-B (12783 Highway 90)
Nature of violation: grass cutting & removal of debris

D&G Electric, Inc. (Good Hope)

Lot 8A (524 Apple Street)
Nature of violation: grass cutting & removal of debris

Chris Dupuy (Ashton Plantation Estates, Phase 1-C)

Lot 31 (401 Lac Calcasieu Drive)
Nature of violation: grass cutting & removal of debris

First Christian Community Church (Natis)

Lot 9 (1552 Paul Maillard Road)
Nature of violation: grass cutting & removal of debris

First National Bank, c/o Mark Landry, Atty. (Good Hope Plantation)

Lot 1 (15617 Airline Highway)
Nature of violation: grass cutting & removal of debris

Lloyd J. Frickey (Coteau de France)

Lot 2B & 3B (221 JB Green Road)
Nature of violation: grass cutting & removal of debris

Thomas Green, c/o Joshua Young (Coteau de France)

Lot 71 (16705 Old Spanish Trail)
Nature of violation: grass cutting & removal of debris

Denise Grimes, c/o Kenya 317 Eighth (New Sarpy)

Lot 17, 18, 19 (317 Eighth Street)
Nature of violation: grass cutting & removal of debris

Dannie Holmes (St. Charles Terrace)

Lot 66 & 67 (232 Terrace Street)
Nature of violation: grass cutting & removal of debris

Paul Holmes (St. Charles Terrace)

Lot 68 (234 Terrace Street)
Nature of violation: grass cutting & removal of debris

George Kelmell (Bar None)

Lot 1, 2, 3, 4 (Canyon Lane)
Nature of violation: grass cutting & removal of debris

Thomas T. Langley (Willowridge Estates)

Lot 44 (120 Laurel Court)
Nature of violation: grass cutting & removal of debris

Ted Melton, c/o Chase Bank (Beau Place)

Lot 42 (208 Beau Place Boulevard)
Nature of violation: grass cutting & removal of debris

Sidney Mott, Jr. (Coteau de France)

Portion of Lot A, Lot 1 & 2 (135 Terrence Lane)
Nature of violation: grass cutting & removal of debris

Sidney Mott, Sr., c/o Kevin Mott (Coteau de France)

Part of Lot 61 (136 Terrence Lane)
Nature of violation: grass cutting & removal of debris

Norbert Fortier Estate, c/o Harold Gross (Fashion)

Lot at Fashion (River Road)
Nature of violation: grass cutting & removal of debris

Larry Perilloux, c/o Gerard Fritoux (Whitley)

Lot 23 & a portion of Lot 22 (299 Whitley Road)
Nature of violation: grass cutting & removal of debris

Michael Posey, Sr. (New Sarpy)

Lot 6 & 7 (803 E Lawson Street)
Nature of violation: grass cutting & removal of debris

Werlien Prosperie, Sr. (Fashion Plantation Estates Phase III)

Lot 350-A-being a resubd. of Lots 350 & 351 (816 South Fashion Boulevard)
Nature of violation: grass cutting & removal of debris

Lillian Shaver (S. Gordon Reese)

Lot 2 (688 Killona Drive)
Nature of violation: grass cutting & removal of debris

Mrs. Robert Staples (New Sarpy)

Lot 21-22 (602 W Harding Street)
Nature of violation: grass cutting & removal of debris

Gordon Styron (Riverview Estates)

Lot 75 (131 Riverview Drive)
Nature of violation: grass cutting & removal of debris

Jason Tucker (Addition to Gassen)

Lot 56A (1007 Gassen Street)
Nature of violation: grass cutting & removal of debris

Vanguard Wireless

2 miles West of Paradis (209 Second Street)
Nature of violation: grass cutting & removal of debris

Ed Veillon, Jr. (Magnolia Ridge Park)

Lot 20 (394 Ash Street)
Nature of violation: grass cutting & removal of debris

PUBLISH: April 3, 2014

PUBLIC NOTICE

"Anyone knowing the whereabouts of Douglas Sicard or his heirs, please contact Juanita R. Marino, Attorney at Law, 199 Good Hope Street, P.O. Box 129, Norco, Louisiana 70070; 985-764-1193."

Publish April 3 & 10, 2014

PUBLIC NOTICE

"Anyone knowing the whereabouts of Margaret York a/k/a Margaret Shields and/or Ronald York, please contact Deanne R. (Sirmon) Williams, Attorney at Law, 116 Lakewood Drive, Luling, Louisiana 70070; 985-308-0920. Important Property Rights May Be Affected."

Publish April 3 & 10, 2014

SHERIFF'S SALE

SHERIFFS SALE
SHERIFFS OFFICE
Suit No: (45) 74764-D

Date: Thursday, February 13, 2014

STANDARD MORTGAGE CORPORATION VS

LEOLA MAE WHITE HILL WIFE OF/AND DWAYNE RUBEN HILL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426 HAHNVILLE, LA 70057

Parish of St. Charles
29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: FRIDAY, DECEMBER 6, 2013, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, APRIL 9, 2014, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in Boutte Estates Subdivision, as shown on a plan of survey of Hamilton, Meyer & Associates, Inc., Engineers, dated June 1, 1970, revised September 25, 1970, which survey is annexed to an Act or Dedication of Public Street by Boutte Estates, Inc., dated January 29, 1970, recorded in COB 108, Entry No. 38,106 of the Conveyance Records of St. Charles Parish and is more fully described as follows:

Lot B-14 in unnumbered square bounded by Boutte Estates Street, Abraham Street, Howard Street (side) and Lyndon Street (side), said lot commencing at a distance of 107.5 feet from the intersection of Abraham Street and Boutte Estates Street, measures thence 53 feet front on Boutte Estates Street, same width in the rear, by a depth of 95 feet between equal and parallel lines. All measurements are in accordance with plan of survey by R. P. Bernard, Land Surveyor, dated January 24, 1978 a copy of which is annexed to an act passed before Paul Murph, Jr., dated January 27, 1978, and registered in COB 199, folio 419.

And according to a survey made by S.Z.S. Consultants, dated August 17, 1992, the above-described property has the same location, designation and dimensions as hereinabove set fourth.

Which has the address of 205 Boutte Estates Street, Boutte, LA 70039 And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: EIGHTEEN THOUSAND FOUR HUNDRED FIFTY-TWO AND 13/100 (\$18,452.13) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.

PUBLISH ON: March 06, 2014, April 03, 2014

GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
ATTORNEY FOR PLAINTIFF:
Stacy C Wheat
601 POYDRAS ST., STE. 2080
NEW ORLEANS, LA 70130
504-522-8256

SHERIFF'S SALE

SHERIFFS SALE
SHERIFFS OFFICE
Suit No: (45) 77423-C

Date: Tuesday, February 18, 2014

NATIONSTAR MORTGAGE LLC VS

VINCENT G. BAIAMONTE, ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426 HAHNVILLE, LA 70057

Parish of St. Charles
29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, OCTOBER 29, 2013, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, APRIL 9, 2014, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: ONE certain lot or portion of ground, together with all buildings and improvements, and all rights, ways, servitudes and privileges thereunto belonging or in anywise appertaining, situated in the Parish of ST. CHARLES, State of Louisiana, in that part thereof known as FASHION PLANTATION ESTATES, as shown on a survey by Lucien C. Gassen, PLS, dated January 26, 1999, entitled

"Fashion Plantation Estates, A Resubdivision of a Portion of Lots 11, 12 & 13 of Fashion Plantation in Sections 7 & 8, T 13 S-R20E, St. Charles Parish, Louisiana", which resubdivision was approved by the St. Charles Parish Council on February 22, 1999, and recorded on February 26, 1999, in COB 550, folio 116, Entry No. 229956 of the official records of St. Charles Parish. And according to the aforementioned survey, the property is more particularly described as follows:

Lot 145 has a width fronting Duhe Drive of 36.14 feet, thence a further front along the arc of a curve having a radius of 50.00 feet, a distance of 22.55 feet, thence a further front along the arc of a curve having a radius of 50.00 feet, a distance of 19.60 feet, with a width in the rear of 102.53 feet, with a depth along the sideline adjacent to Lot 144 of 184.48 feet and a depth along the sideline adjacent to Lot 146 of 130.29 feet and a depth along the sideline adjacent to Lot 148 of 53.59 feet.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED NINETY SEVEN THOUSAND FIVE HUNDRED ELEVEN AND 58/100 (\$197,511.58) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.

GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: MARCH 06, 2014, APRIL 03, 2014

ATTORNEY FOR PLAINTIFF:
KIERSTYN R. MOSCO

450 LAUREL STREET SUITE 1500
BATON ROUGE, LA 70801

1-866-302-6100

PUBLIC NOTICE



I, Paul Anthony Garcia, have been convicted of Carnal Knowledge of a Juvenile. Date of Conviction: 08/23/2004. My address is 309 Griffin Drive, Ama, LA 70031.

RACE: White
SEX: Male
DOB: 03/18/1982
HGT: 5'4"
WGT: 145
HAIR COLOR: Brown
EYE COLOR: Brown

PUBLISH: April 3 & 10, 2014

PUBLIC NOTICE



I, Barry Ross Anderson, have been convicted of Simple Rape. Date of Conviction: 01/28/2002. My address is 75 Bonura Dr, St. Rose, LA 70087.

RACE: White
SEX: Male
DOB: 02/12/1962
HGT: 5'11"
WGT: 180
HAIR COLOR: Brown
EYE COLOR: Green

PUBLISH: March 27 & April 3, 2014

SHERIFF'S SALE

SHERIFFS SALE
SHERIFFS OFFICE
Suit No: (45) 77952-C

Date: Monday, March 17, 2014

WELLS FARGO BANK, N.A. VS

GERALD C. FLETCHER, JR.
GREG CHAMPAGNE, SHERIFF
P.O. Box 426

HAHNVILLE, LA 70057

Parish of St. Charles
29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: FRIDAY, MARCH 7, 2014, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, MAY 7, 2014, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Parish of St. Charles, State of Louisiana, in that part thereof known as CHARLESTOWN SUBDIVISION,

designated as LOT 65, bounded by West Club Drive, Charles Town Boulevard, and Jasmine Lane, said lot measures thence 24.50 feet front on Jasmine Lane, a width in the rear of 20 feet a first depth on the sideline nearer Charles Town Boulevard of 35 feet, to a point thence in the direction of Jasmine Lane a width of 4.5 feet to a point and thence a second depth of 23 feet. All as more shown on survey by Gilbert, Kelly & Couturie Inc. dated October 29, 1978; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

Being the same property acquired by Laura Rachelle Hicks by act dated June 26, 1996 and duly recorded at COB 510, folio 570 in the records of St. Charles Parish, LA.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: FORTY-EIGHT THOUSAND SEVEN HUNDRED TWENTY-TWO AND 23/100 (\$48,722.23) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.

GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: April 03, 2014, May 01, 2014

ATTORNEY FOR PLAINTIFF:
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SHERIFF'S SALE

SHERIFFS SALE
SHERIFFS OFFICE
Suit No: (45) 72698-D

Date: Thursday, March 20, 2014

HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR ACE SECURITIES CORP. HOME EQUITY LOAN TRUST SERIES 2004-HE3 ASSET BACKED PASS-THROUGH CERTIFICATES VS

PATRICIA DILLON
GREG CHAMPAGNE, SHERIFF
P.O. Box 426 HAHNVILLE, LA 70057

Parish of St. Charles
29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: MONDAY, NOVEMBER 14, 2011, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, MAY 7, 2014, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in Dianne Place, being a resubdivision of a portion of Section 38, 39 and 43 of Township 12 South, Range 9 East and Township 12 South, Range 9 East, in accord with a plan of resubdivision by J.J. Krebs & Sons, Inc., dated July 26, 1979, revised November 21, 1979, approved by the Parish of St. Charles and registered in COB 265 folio 592. According to said plan of subdivision, said lot is designated as Lot No. 15 of Square No. 5, which square is bounded by Dianne Drive, Gene Drive and Janet Drive.

Lot No. 15 measures 50.15 feet front on Diane Drive, 50 feet in width in the rear, by a depth on the side line nearer Gene Drive of 136.54 feet and a depth on the opposite side line of 132.67 feet. According to survey by J.J. Krebs & Sons, Inc., dated December 10, 1982, resurveyed February 23, 1983, March 25, 1983, July 11, 1983, and February 8, 1984, same lot has the same designation and measurements and commences at a distance of 705.84 feet from the corner of Gene Drive and Dianne Drive, subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

Being the same property acquired by mortgagor by the act dated 8/30/04 registered in COB.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: NINETY-SIX THOUSAND EIGHT HUNDRED NINETY-ONE AND 12/100 (\$96,891.12) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.

PUBLISH ON: April 03, 2014, May 01, 2014

GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
ATTORNEY FOR PLAINTIFF:
Charles H Heck, Jr.

1505 N. 19th St P.O. 2867
Monroe, LA 71207

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, JANUARY 16, 2013, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, MAY 7, 2014, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

A CERTAIN LOT OR PORTION OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, and advantages thereunto belonging or in anywise appertaining, situated in Town of Luang, Parish of St. Charles, State of Louisiana, in what is known as "Oak Ridge Park" which is a subdivision of a portion of Section 61, Township 13 South, Range 21 East. According to a map of said Oak Ridge Park Subdivision by H.M. Collier, Surveyor, dated February 5, 1954, which is on file in the office of the Clerk of Court, Parish of St. Charles, the lot conveyed herein is designated by the Number Twenty-One (21). Block B, which is bounded by Kinler Avenue, Brooklyn Street, Hackberry Lane and property of M.J. Mongrue and measures as follows: LOT TWENTY ONL (21) measures 70 feet front on Kinler Avenue, by a depth of 81.30 feet between equal and parallel lines.

And in accordance with survey of Lucian C. Gassen, PLS dated March 21, 1996.

Being the same property acquired by Kelly Savoie Vernor and George

SHERIFF'S SALE

SHERIFFS SALE
SHERIFFS OFFICE
Suit No: (45) 77935-C

Date: Thursday, March 20, 2014

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION VS

Dewayne Savoie from James Gerald Winkler act before Gilbert P. Cohen, N.P. dated September 13, 1996, recorded in Cob 513, folio 418, and from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED FIFTY-ONE THOUSAND THREE HUNDRED NINETY-FIVE AND 87/100 (\$151,395.87) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.

GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH
 PUBLISH ON: APRIL 03, 2014, MAY 01, 2014
 ATTORNEY FOR PLAINTIFF:
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 5615 CORPORATE BLVD. SUITE 500A
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