

LEGALIS

ST. CHARLES PARISH PUBLIC NOTICES



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PUBLIC NOTICE

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Road Maintenance 2016, Project No. P160302-1 as follows:

Owner: St. Charles Parish

Project Title: Road Maintenance 2016

Project No.: P160302-1

Principal Work Location: The Contract Work will be located on the East and West Banks of St. Charles Parish, Louisiana.

Description of Basic Work: The Contract Work comprises the repair of existing asphalt streets and the placement of shoulder material in St. Charles Parish, Louisiana.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, no later than **10:00 a.m. local time on Tuesday, August 16, 2016**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, Barowka and Bonura Engineers and Consultants, LLC located at 209 Canal Street, Metairie, Louisiana 70005; (504) 828-0030.

A payment of \$ 100.00 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.38:2212(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on Thursday, August 4, 2016 at 10:00 a.m. at the St. Charles Parish Department of Public Works and Wastewater, 100 River Oaks Dr., Destrehan, Louisiana. Attendance of the Pre-Bid Conference is highly recommended.

Each bidder must deposit with his/her bid, security in the amount equal to five percent (5%) of the total bid in the form of a certified check, cashier's check or bid bond. If the bid is submitted electronically and a certified or cashier's check is used for bid bond, then the actual check shall be delivered to the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057. Electronic bids shall contain all the same documents that are required in a physically delivered bid.

The outside of the bid envelope must contain the submitting firm's name, Louisiana Contractors License Number, the Project Number, and the Project Title.

St. Charles Parish is an Equal Opportunity Employer. We encourage all small and minority-owned firms and women's business enterprises to participate in this solicitation.

Any person with disabilities requiring special accommodations must contact the St. Charles Parish Council Office at 985-783-5000 no later than seven (7) days prior to bid opening.

St. Charles Parish Council
Larry Cochran, Parish President

Advertisement Source and Dates:

St. Charles Herald Guide
St. Charles Parish Website
Central Auction House
The Daily Journal of Commerce
Times Picayune
The Advocate
McGraw-Hill Dodge of Hot Springs
ISOFT

Thursday, July 21, 2016
Thursday, July 28, 2016
Thursday, August 11, 2016

PUBLIC NOTICE

ORDINANCES & RESOLUTIONS TO BE INTRODUCED FOR PUBLICATION & PUBLIC HEARING ON MONDAY, AUGUST 1, 2016, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE:

2016-0275 (7/18/16, Cochran, J. Ganote)

An ordinance to approve and authorize the execution of a Contract with Tasch Electric LLC., for generator modifications and transfer switch at the St. Charles Parish Emergency Operations Center at 15026 River Road in Hahnville, Base bid in the amount of \$297,000.00, Parish Project No. P160501.

2016-0276 (7/18/16, Cochran, M. Albert)

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification of Lot 15, bearing municipal address 430-A/430-B Adams Street, Killona from R-1A(M) to R-2, as requested by Eric and Trenell Gilmore.

2016-0277 (7/18/16, Cochran, M. Albert)

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification of Lot 77-A1, Coteau De France Subdivision, Des Allemands from M-1 to R-1A(M), as requested by Lloyd J. Frickey.

ORDINANCES & RESOLUTIONS TO BE INTRODUCED FOR PUBLICATION & PUBLIC HEARING AT THE PUBLIC MEETING ON MONDAY, AUGUST 15, 2016, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE:

2016-0262 (7/5/16, Cochran, G. Dussom)

An ordinance setting forth, levying and imposing taxes on all property subject to taxation in the Parish of St. Charles, State of Louisiana, as required by Section 23 of Article VII of the Constitution of Louisiana and Revised Statute 47.1705(B) for General Parochial Purposes; constructing, acquiring, maintaining, operating, extending and/or improving levees, facilities and structures associated with outer flood protection systems within the Parish; constructing, maintaining, and operating the Parish Road Maintenance program, Parish Recreation program, Parish Fire Protection, Mosquito Control Program, E-911 Telephone System, Health Unit and Council on Aging program; Road Lighting District No. 1; Library Service District No. 1; the ARC of St. Charles; paying any costs associated with acquiring, constructing, improving, maintaining and operating wastewater facilities and systems in the Parish; and for the purpose of paying the principal and interest on outstanding General Obligation Sewer Bonds for the year 2016.

PUBLISH: July 21, 28, 2016

PUBLIC NOTICE

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON AUGUST 4, 2016 AT 7:00 P.M. IN THE COUNCIL CHAMBER OF THE HAHNVILLE COURTHOUSE TO HEAR THE FOLLOWING CASES: **TABLED CASE: PZS-2016-27** requested by **Matthew Pearce and Samantha Champagne** for resubdivision of an undesignated lot into Lots 1, 2, and 3, Section 33, T13S R21E, **11003 River Road, Ama**, Zoning District R-1A(M), Council District 2 **PUBLIC HEARINGS: PZH0-2016-20** requested by **Danny Hebert**, for a home occupation - "Danny J. Hebert, PE, LLC dba Civil and Environmental Consulting Engineers" at **14433 River Road, Hahnville**, Zoning District R-1A, Council District 1. **PZH0-2016-21** requested by **Jess Edwards** for a home occupation - "Alliance Solutions - ac/heating, LLC" at **475 Marino Dr., Norco**, Zoning District R-1A, Council District 6. **PZO-2016-09** requested by **Larry Cochran, Parish President** for an ordinance to amend the St. Charles Parish Code of Ordinances, Appendix A, Zoning Ordinance of 1981, Section IX.B. Nonconforming Structures and Sites, Item (3) b. to allow alterations to nonconforming structures when the extent of the nonconformity is not increased. **ALTERNATE DATE: August 11, 2016** **PUBLISH 7/21, 7/28, 8/4**

PUBLIC NOTICE

Notice to the Public

Notice is hereby given that the St. Charles Parish Assessor's Office shall have completed the listing of all property in the Parish of St. Charles and estimated the value thereon on August 15, 2016. Said list will be exposed in the St. Charles Parish Assessor's Office for public inspection and correction for a period of fifteen (15) days beginning August 15, 2016 and ending August 29, 2016, Monday - Friday, 8:00 a.m. to 6:00 p.m. In addition, my office will be available for after-hours appointments as needed. Any taxpayer desiring to examine their assessment for 2016 may visit the Assessor's Office, at the St. Charles Parish Courthouse, 15045 River Road, Hahnville, LA 70057, or call the office at (985) 783-6281.

The deadline for appeal to the Board of Review is Monday, September 12, 2016 at 4:00p.m.


Tab Troxler, Assessor
St. Charles Parish

Advertised: St. Charles Herald - Guide, July 28, 2016 & August 4, 2016

PUBLIC NOTICE

The names of the following persons were drawn to serve as Petit Jurors for July Number 14A, for the session of said Court beginning Monday, August 22, 2016 at 9:00 a.m. - Division "E".

- | | |
|-----------------------------------|----------------------------------|
| 1 ABADIE, RANDALL JAMES | 101 LADREY, JESSICA MARIE |
| 2 ALFRED, DAVID THOMAS SR | 102 LAUMAN, ELROY S JR |
| 3 ALLEN, JAMES THOMAS | 103 LAWSON, DAVE JR |
| 4 ALLMAN, DAVID G | 104 LEBEAUF, DENISE WHITE |
| 5 ANDERSON, JANICE GAUDET | 105 LEBLANC, CHRIS MICHAEL |
| 6 ARANT, GREGORY W | 106 LEE, SHARELE DEVONTRICIA |
| 7 AREVALO, HAROLDO | 107 LEE, TAWANNA VANINE |
| 8 AUBERT, ALETEA STEWART | 108 LEE, TRAMERA SYLVIA |
| 9 AUBERT, SUSAN M | 109 LEPINE, ALLAN |
| 10 BABINEAUX, BLAINE ALLAN | 110 LEWIS, CORI DOZIER |
| 11 BABINEAUX, MARY FALGOUT | 111 LICHTENSTEIN, VEDA MARIA |
| 12 BAN, SHEILA ANNETTE | 112 LIND, KERRI MICHELLE |
| 13 BECNEL, LEWIS B | 113 LOCCO, DOMINIQUE CECILIA |
| 14 BLAKE, CHERIE CUPSTID | 114 LONG, JAMI WEBER |
| 15 BLANCHARD, CHAD J | 115 LONGFELLOW, LISA ANN |
| 16 BLOOM, MONIQUE F | 116 LOUPE, MISTY ANN |
| 17 BLOUNT, JEANETTE A | 117 LYDICK, DAMIEN V |
| 18 BOLDEN, MONTEL D | 118 MADERE, JASON PAUL |
| 19 BORDOLON, TARA TOEPPER | 119 MADERE, RODNEY JOSEPH JR |
| 20 BOSARGE, SUMMER RAIA | 120 MANTEUFEL, KURTIS WILLIAM |
| 21 BOURGEOIS, BARBARA CHERYL | 121 MARCEL, LESLIE BERTEAU |
| 22 BOURGEOIS, STEVEN JAMES | 122 MARTIN, JOY ROCHELLE |
| 23 BOWERS, RANDY CHARLES | 123 MATHERNE, CAROLYN D |
| 24 BOWIE, ALFRED WESLEY JR | 124 MATHERNE, EARL JOSEPH JR |
| 25 BRIGNAC, ANDREW PAUL | 125 MCHAUGHTON, MELISSA LYNN |
| 26 BROGLE, DOMINIQUE THERESA MARY | 126 MEHRTENS, JOANNE S |
| 27 BROUSSARD, SANDRA BRASSETTE | 127 MERRITT, DANIELLE MARIE |
| 28 BROWN, BRANDON RAYNARD | 128 MICHAEL, SHERI JONES |
| 29 BROWN, PATRICIA MCDONALD | 129 MILLER, RALPH R |
| 30 CABRERA, JUANITA GREGORIA | 130 MITCHELL, NYRAN L |
| 31 CANDIES, MARK TODD | 131 MITT, LUCY MAE |
| 32 CARMOUCHE, ALLEN BERNARD | 132 MOLINA, ANGELA DEBRA |
| 33 CHERAMIE, BRETT ANTHONY | 133 NAQUIN, AUDREY FALGOUT |
| 34 CHERAMIE, WANDA GALE | 134 NAQUIN, DERWIN K |
| 35 CLARK, BONNIE V | 135 NICHOLS, BRITTANY MARIE |
| 36 CLARK, SHIARA LYNN | 136 ORTEGO, DYLAN JOSEPH |
| 37 CLEMENT, NORBERT JOSEPH | 137 PATE, FREDDIE J III |
| 38 COMARDELLE, TIMOTHY JOHN | 138 PATEL, HARSHAD D |
| 39 COOPER, RYAN EDWARD | 139 PAUL, CASSANDRA MARIE |
| 40 CORTEZ, BRANDI ALEXIS | 140 PEOPLES, CHARLENE WUST |
| 41 COUCH, MICHAEL JOSEPH | 141 PERILLLOUX, JAMES BRENT |
| 42 COUCHIS, LAUREN ELIZABETH | 142 PERNICIAIRO, ALYSSA NIKKI |
| 43 DAOUS, BRENDA ANN | 143 PHILLIPS, SANDRA JO |
| 44 DALZATI, SAMANTHA CAILLI DUET | 144 PIERRE, KENDALL R |
| 45 DELACERDA, CHARLES JOSEPH | 145 PILOTTE, MELISSA MITCHELL |
| 46 DELANGE, SHARON P | 146 PIZZOLATO, CARRIE MARTIN |
| 47 DESHOTEL, RODNEY STEPHEN | 147 POLK, JAMES ALLEN |
| 48 DIAMOND, RONICA DIABARTOLO | 148 POLLARD, DONALD RAY SR |
| 49 DILLON, MICHAEL LONNIE JR | 149 POPULIS, CHRISTIAN DAVID |
| 50 DOLHONDE, JEANNE ANN | 150 PUGLISE, TAMMY LIRETTE |
| 51 DONADIELLI, MATTHEW ALAN | 151 PUMPHREY, JAMES L |
| 52 DROUANT, JENNIFER ERWIN | 152 RAGAN, FRANCIS AVERY JR |
| 53 DUET, ANGELA HEBERT | 153 RAYMOND, BYRON ALAN |
| 54 DUFFY, WARREN J | 154 REHDER, MYRIS JOY |
| 55 DUFRENE, STEPHEN WOODROW | 155 RIEDER, DARLEEN MCLEAN |
| 56 DUGAS, KAREN A | 156 ROSS, NATASHA MCLSON |
| 57 DUPRE, CARL JOSEPH | 157 ROUGEOL, WILLIAM ANDREW |
| 58 DUVAL, DARRIN MICHAEL | 158 SALMON, COURTNEY LYNETTE |
| 59 EICHORN, CHRISTIAN HENRY | 159 SAOUIE, ELDON JOSEPH II |
| 60 ERRINGTON, JASON CAREY | 160 SCALISE, ANTHONY JR |
| 61 FANGUY, JAMES PAUL JR | 161 SCHEXNAYORE, JEREMY THOMAS |
| 62 FAUSCETTE, RAYN ERICK | 162 SCHJULER, BARRY LEE |
| 63 FERGUSON, SAM MASAO | 163 SCOTT, KEYOKA MARIE |
| 64 FISH, JAMES CURTIS | 164 SCOTT, GRIFFIN JENNIFER LYNN |
| 65 FITKO, JAMES | 165 SMITH, CLAUDIA L |
| 66 FOLSE, BRITTANY MICHELLE | 166 SMITH, JULIE LAWRENCE |
| 67 FONTENOT, RYAN KEITH | 167 SMITH, LAVERNE |
| 68 FORT, BARBARA JEAN | 168 SMITH, RACHEL |
| 69 FRANCIS, ELBERT JR | 169 SPIESS, MRS EDGAR |
| 70 FRANCIS, LEILA LAVERNE | 170 STILLMAN, REBECA R |
| 71 FRANKS, KELLY MORALES | 171 SUNLUM, SUSAN HOYLE |
| 72 FRANTZ, DONOVAN BROWNE JR | 172 TAUZIN, DENNIS ANTHONY JR |
| 73 FUSELIER, TARA A | 173 TAYLOR, CLYDE |
| 74 GARCIA, JANET O | 174 TAYLOR, LEAH CATHERINE |
| 75 GILARDI, JOSEPH R | 175 TEMPLET, ALBERT L JR |
| 76 GRANIER, MICHAEL JOHN | 176 THIBODEAUX, KERMAN J |
| 77 GROS, MRS ROLAND J | 177 TORRES, FRANCES TREGRE |
| 78 GROSCH, CHADWICK LOUWIER | 178 TORRES, RYAN PAUL |
| 79 GUILLOT, DONNA POWELL | 179 TREADAWAY, NADIA MARGURITE |
| 80 GULLAGE, DEON TIBBS | 180 TREGRE, WILBERT R |
| 81 HALL, JOHN WESLEY | 181 TRUSS, DAVID LEWIS |
| 82 HARRIS, KENDALL | 182 VANHUSS, SARA ROSE |
| 83 HAYDEL, MARIAN RENEE | 183 VIAL, JENIFER LUETH |
| 84 HEAD, JAMIE LYNN | 184 VINNETT, CATHY ROSS |
| 85 HEURTYN, MICHELLE DUPONT | 185 VINNETT, EDWARD LEE JR |
| 86 HICKS, TRUDY SEAL | 186 VOISEL, SUE F |
| 87 HOGG, DAVID B | 187 WAGNER, BLAINE KENNETH |
| 88 HOLDEN, JYNESHA DENISE | 188 WALTZ, DANIELLE MARIE |
| 89 HOWARD, GRAIL SCOTT | 189 WEBER, RHODA BERGERON |
| 90 HOWARD, SHERRY MADERE | 190 WILLARRREAL, ROBERTO |
| 91 HUE, BRIANNA MONIQUE | 191 WILLIAMS, DARRIS JR |
| 92 HUY, LINDA FAY | 192 WILSON, APRIL DANIELLE |
| 93 JACOMINE, JACOB MICHAEL | 193 WILSON, STACEY MARIE |
| 94 JAMES, WILSON RILEY | 194 YOUNG, SAINTTENA E |
| 95 JOHNS, ALEX DELK | 195 ZELLER, ANTHONY JOSEPH JR |
| 96 JOHNSTON, CHARLES A | 196 ZELLER, ROBERT CHARLES III |
| 97 JONES, JACQUELYN S | 197 ZELLER, SANDRA JORDON |
| 98 JOYCE, JOHN ROGER JR | 198 ZERINGUE, PERRY JAMES |
| 99 KERAN, CHRISTOPHER MICHAEL | 199 ZETSCH, GLENN SIDNEY |
| 100 LABURE, CHRIS GERARD | 200 ZYLICZ, LORIE P |

Publish July 28, 2016

PUBLIC NOTICE

"Anyone knowing the whereabouts of Ruby Turner or the children or heirs of Marvin Turner, Sr, please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 504-451-4885."

Publish July 21 & July 28, 2016

PUBLIC NOTICE

"Anyone knowing the whereabouts of Mil-Red Ornia Ross, Eddie Roosevelt Ross, Jr, or Carrie Louise Ross Evans, please contact Orrin A. Marino, Attorney at Law, 985-764-1515. Important rights are involved."

Publish July 21 & 28, 2016

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 \$56.11 per mini clean up plus actual disposal fees will be assessed, not to exceed then (10) mini-cleans 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 two dollars and eight cents (\$42.08) per cubic yard will be assessed. An administration fee of \$35.07 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:

Maggie Henderson Alexander (Ama Heights)
Lot 16-17 (326 Kennedy Street)
Nature of violation: grass cutting & removal of debris

BV Gautreaux Family, LLC
Lot tract of land in section 6 (16445 River Road)
Nature of violation: grass cutting & removal of debris

Serena Bennett Est. (Elkinsville)
Lot 7 (191 1st Street)
Nature of violation: grass cutting & removal of debris

Carole Carmouche (Good Hope)
Lot 11-13(850 Barrea Street)
Nature of violation: grass cutting & removal of debris

Deutsche Bank National Trust (Oak Ridge Park)
Lot 54 (1106 Paul Fredrick Street)
Nature of violation: grass cutting & removal of debris

Mark Dufrene (Bayou Estates Phase I)
Lot 129 (129 Bayou Estates Drive)
Nature of violation: grass cutting & removal of debris

Michael Dyer (Prospect Plantation)
Lot 62 (226 Clement Street)
Nature of violation: grass cutting & removal of debris

Birdie Bill Usfruet (Boutte Estates)
Lot A-24 (245 Boutte Estates Drive)
Nature of violation: grass cutting & removal of debris

Kerry Pointe, LLC (Kerry's Pointe Waterfront)
Lot 23-A (102 Kerry's Pointe West)
Nature of violation: grass cutting & removal of debris

Cory Lawrence (South Lakeswood Subd.)
Lot 184 (229 Lake Catherine Drive)
Nature of violation: grass cutting & removal of debris

Mark and Sandra LeGrande (Pecan Oaks)
Lot C-1 (220 Kirk Drive)
Nature of violation: grass cutting & removal of debris

Daniel Lescault (Pine Street Extension)
Lot 1 (137 Pine Street)
Nature of violation: grass cutting & removal of debris

McMillion Dozer Services, Inc. (John Lambert Tract)
Lot port of 7-9 (275 I-310 Service Road)
Nature of violation: grass cutting & removal of debris

Gwen Morris (Darcensbourg Tract)
Lot meas 64' more or less on station road (312 Killona Drive)
Nature of violation: grass cutting & removal of debris

Donald Robert c/o Rena Gassen
(Tract of land between Kennedy Street and St. Marks Ave.)
Nature of violation: grass cutting & removal of debris

Solid Rock Properties, INC. (Harlem Heights)
Lot 3 (324 S Kanler Street)
Nature of violation: grass cutting & removal of debris

Keith Sterling (Ormond Village)
Lot A-1 (95 Ormond Village Drive)
Nature of violation: grass cutting & removal of debris

Leroy Toney (River Park Estates)
Lot 9A (9 River Park Drive)
Nature of violation: grass cutting & removal of debris

U.S. Bank Trust c/o Jason Smith, Atty. (Ormond Meadows)
Lot Y (90 Ormond Meadows Drive)
Nature of violation: grass cutting & removal of debris

LJ Frickey (Oak Ridge Park)
Lot 46 (1017 Paul Fredrick)
Nature of violation: grass cutting & removal of debris

Two Oak Investments, LLC (Mozella)
Lot 2-A (14210 Highway 90)
Nature of violation: grass cutting & removal of debris

LJ Frickey (Wenger)
Lot 8A (205 Wenger Road)
Nature of violation: grass cutting & removal of debris

PUBLISH: July 28, 2016

PUBLIC NOTICE

"Anyone knowing the whereabouts of Myrtle Boyd, please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 504-451-4885."

Publish July 21 & July 28, 2016

PUBLIC NOTICE

"Anyone knowing the whereabouts of Derrick Myles, please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 504-451-4885."

Publish July 21 & July 28, 2016

PUBLIC NOTICE

"Anyone knowing the whereabouts of Donald Short, please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 504-451-4885."

Publish July 21 & July 28, 2016

PUBLIC NOTICE

"Anyone knowing the whereabouts of Marshall St. Amant, please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 504-451-4885."

Publish July 21 & July 28, 2016

PUBLIC NOTICE

"Anyone knowing the whereabouts of any heirs of CHERILYN SHOTWELL CROCHET, please contact S. Eliza James, Attorney at Law, 13551 River Road, Luling, Louisiana 70070; 985-308-1509."

Publish July 21 & July 28, 2016

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

985-758-2795

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF JULY 5, 2016, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



St. Charles Parish Meeting Minutes Parish Council

St. Charles Parish Courthouse 15046 Highway 18 P.O. Box 502 Hahnville, LA 70057 845-781-5000 www.stcharlesparish-la.gov

Final

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

Tuesday, July 5, 2016 6:00 PM Council Chambers, Courthouse

ATTENDANCE

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

Also Present

Parish President Larry Cochran, Legal Services Director Robert Raymond, Chief Administrative Officer Billy Raymond, Executive Director of Procurement and Government Buildings Darin Duhe, Executive Director of Community Affairs Dwayne LaGrange, Executive Director of Technology and Communications Anthony Ays, Finance Director Grant Dussan, Public Works Director Clayton Fauchoux, Planning & Zoning Director Michael Albert, CDM Administrator Earl Matherna, Public Information Officer Tristan Babin

CALL TO ORDER

PRAYER / PLEDGE

Reverend Edward Laudon St. Mark Catholic Church, Ama

APPROVAL OF MINUTES

A motion was made by Councilmember Wilson, seconded by Councilmember Fletcher, to approve the minutes from the Regular Meeting of June 20, 2016. The motion carried by the following vote:

Yea: Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2016-0255

Assessor Tab Troxler - 2016 Reassessment / Tax Roll Update

Sponsors: Ms. Benedetto
Assessor Tab Troxler

Reported

2016-0224

Ms. Julie Hebert, Coastal Permitting, LLC - Update on Well Site in Willowdale Subdivision

Sponsors: Ms. Clulee

Report Deferred

2016-0257

Department of Planning & Zoning/CDM

Planning & Zoning Director Michael Albert CDM Administrator Earl Matherna

Parish President Larry Cochran spoke on the matter. Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BENEDETTO AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, JULY 18, 2016, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2016-0263

An ordinance to approve and authorize the execution of a Professional Services Agreement with GCR, Inc., to provide professional services regarding the acquisitions of servitudes and fee simple parcels for Public Works Project P080802-5 COULEE CANAL ACCESS FOR MAINTENANCE - PHASE II.

Sponsors: Mr. Cochran and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on July 18, 2016

2016-0264

An ordinance to approve and authorize the execution of a Contract with Boasso Construction, LLC, of Metairie, La., for the construction of the 29th Judicial District Court (District Attorney Annex) building adjacent to the St. Charles Parish Courthouse and located on the same property, in the amount of \$2,815,000.00.

Sponsors: Mr. Cochran and General Government Buildings

Publish/Scheduled for Public Hearing to the Parish Council on July 18, 2016

2016-0265

An ordinance to approve and authorize the execution of a contract for Engineering Services between Civil & Environmental Consulting Engineers and St. Charles Parish for necessary professional engineering services associated with the LA 18 Cast Iron Water Main Replacement, Phase II (WWKS 89).

Sponsors: Mr. Cochran and Department of Waterworks

Publish/Scheduled for Public Hearing to the Parish Council on July 18, 2016

2016-0266

An ordinance to approve and authorize the execution of a contract for Engineering Services between Picola & Associates, Inc. and St. Charles Parish for necessary professional engineering services associated with the West Bank A Plant Clarifier Relubrication (WWKS 90).

Sponsors: Mr. Cochran and Department of Waterworks

Publish/Scheduled for Public Hearing to the Parish Council on July 18, 2016

2016-0267

An ordinance to approve and authorize the execution of a contract for Engineering Services between Shread-Kyrkendall & Associates, Inc. and St. Charles Parish for necessary professional engineering services associated with the Water Distribution Flow Model (WWKS 91).

Sponsors: Mr. Cochran and Department of Waterworks

Publish/Scheduled for Public Hearing to the Parish Council on July 18, 2016

2016-0268

An ordinance to amend the 2016 Consolidated Operating and Capital Budget Amendment No. 8, to add \$215,000 for Buildings and Grounds under General Fund Account 001-400840 - General Government Buildings for the New DA Annex Building and to include an additional \$50,000 in revenues provided from the District Attorney's office to be applied towards the DA Annex Building construction.

Sponsors: Mr. Cochran and Department of Finance

Publish/Scheduled for Public Hearing to the Parish Council on July 18, 2016

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BENEDETTO AUTHORIZED THAT THE ORDINANCE, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING AT THE PUBLIC MEETING TO BE HELD ON MONDAY, AUGUST 15, 2016, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2016-0262

An ordinance setting forth, levying and imposing taxes on all property subject to taxation in the Parish of St. Charles, State of Louisiana, as required by Section 23 of Article VII of the Constitution of Louisiana and Revised Statute 47:1705(B) for General Parochial Purposes; constructing, acquiring, maintaining, operating, extending and/or improving levees, facilities and structures associated with outer flood protection systems within the Parish; constructing, maintaining, and operating the Parish Road Maintenance program, Parish Recreation program, Parish Fire Protection, Mosquito Control Program, E-911 Telephone System, Health Unit and Council on Aging program; Road Lighting District No. 1; Library Service District No. 1; the ARC of St. Charles; paying any costs associated with acquiring, constructing, improving, maintaining and operating wastewater facilities and systems in the Parish; and for the purpose of paying the principal and interest on outstanding General Obligation Sewer Bonds for the year 2016.

Sponsors: Mr. Cochran and Department of Finance

Publish/Scheduled for Public Hearing to the Parish Council on August 15, 2016

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2016-0244

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Chapter 2 Administration, Section 2-1, Parish seal and decal, and by adding Section 2-1.1-2, Parish logo.

Sponsors: Mr. Cochran

Reported: Parish President Recommended: Approval Executive Director of Procurement and Government Buildings Darin Duhe spoke on the matter. Parish President Larry Cochran spoke on the matter.

Speakers: Mr. Tristan Babin, Public Information Officer, Nazco

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

Enactment No: 16-7-1

2016-0246

An ordinance approving and authorizing the execution of Change Order No. 2(Final) for Parish Project No. P090201-3 Primrose Ellington Canal Culvert Replacements to balance the contract quantities with actual quantities resulting in a decrease to the contract amount by \$58,072.58 and increase in contract time by eleven (11) days.

Sponsors: Mr. Cochran and Department of Public Works

Reported: Public Works Department Recommended: Approval Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

Enactment No: 16-7-2

2016-0247

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No P081102-6, Dunleith Canal Stabilization Phase 5, to balance the contract quantities with actual quantities resulting in an increase of \$8,907.00 and decrease in contract time of 16 days.

Sponsors: Mr. Cochran and Department of Public Works

Reported: Public Works Department Recommended: Approval Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

Enactment No: 16-7-3

2016-0248

An ordinance to approve and authorize the execution of the Cooperative Endeavor Agreement between The Pontchartrain Levee District (PLD) and St. Charles Parish (Parish), which supersedes and replaces the Cooperative Endeavor Agreements between the PLD and the Parish executed by the PLD and the Parish on January 16, 2001, and January 10, 2001, respectively, for overall maintenance of certain structures constructed within the "ST. CHARLES PARISH LEVEE PROJECT".

Sponsors: Mr. Cochran and Department of Public Works

Reported: Public Works Department Recommended: Approval Senior Projects Manager Sam Scholle spoke on the matter. Public Hearing Requirements Satisfied

Council Discussion

Mr. Scholle spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

Enactment No: 16-7-4

2016-0249

An ordinance to approve and authorize the execution of Amendment No. 5 to Ordinance No. 08-10-6, which approved a Professional Services Agreement with GCR Inc., formerly GCR & Associates Inc., for right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee Initiative.

Sponsors: Mr. Cochran and Department of Public Works

Reported: Public Works Department Recommended: Approval Senior Projects Manager Sam Scholle spoke on the matter. Public Hearing Requirements Satisfied

Council Discussion

Mr. Scholle spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

Enactment No: 16-7-5

2016-0251

An ordinance to approve and authorize the Parish President to acquire a perpetual servitude over, through, along, and across property identified as Parcel 2-1 in Hahnville, LA, which property is more particularly described in the Grant of Servitude attached hereto and made a part hereof, said property is to be used for the installation of a 14" sewerage pipeline in connection with Parish Project Killona Force Main Extension, (S030101).

Sponsors: Mr. Cochran and Department of Public Works

Reported: Public Works Department Recommended: Approval Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

Enactment No: 16-7-6

PERSONS TO ADDRESS THE COUNCIL

2016-0260

Mr. Chris Badaux: Cross Street: move street equal distance from property across street & repaving streets

Heard

RESOLUTIONS

2016-0256

A resolution to enact a Sales Tax Holiday in St. Charles Parish on August 5, 2016, and August 6, 2016.

Sponsors: Ms. Benedetto

Reported: Councilwoman Benedetto Recommended: Approval Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

Enactment No: 6233

2016-0258

A resolution requesting the Louisiana Department of Transportation & Development remove the caution signal light and to install a fully functional automated traffic signal at the intersection of Highway 90 and LA 632 (WPA Road) in Des Allemands.

Sponsors: Mr. Hogan

Reported: Councilman Hogan Recommended: Approval Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: Benedetto, Hogan, Wilson, Clulee, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 1 - Gibbs

Enactment No: 6234

2016-0259

A resolution in support of Councilwoman Julia Fisher-Perrier for At Large Member on the Executive Board of the Police Jury Association of Louisiana.

Sponsors: Ms. Benedetto

Reported: Councilwoman Benedetto Recommended: Approval Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

Enactment No: 6235

2016-0261

A resolution to approve a waiver of the required 500' distance from Wingzzz n Thingzzz, LLC to protect churches and playgrounds in order to allow the restaurant to apply for a Class A-R restaurant permit for alcoholic beverage sales at 1950 B Ormond Boulevard, Destrehan as requested by Melissa Barrios.

Sponsors: Mr. Gibbs and Ms. Benedetto

Councilman Gibbs motioned, seconded by Councilwoman Fisher-Perrier, to deviate from the regular order of the agenda to take up File No. 2016-0261; a matter not on the agenda.

Chairman Benedetto opened public comment for anyone to discuss the deviation to take up an item that is not on the agenda; no public comment.

This motion to deviate, to take up File No. 2016-0261, a matter not on the agenda, failed by the following vote: Yea: 8 - Benedetto, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier; Nay: 1 - Hogan

The motion to deviate, to take up File No. 2016-0261, a matter not on the agenda, failed for lack of a unanimous vote. Motion Failed

APPOINTMENTS

2016-0238

Council Appointment to the River Region Caucus

Nominee: Councilwoman Fisher-Perrier nominated Councilman Wilson
Nomination(s) Accepted

A motion was made by Councilmember Hogan, seconded by Councilmember Fletcher, to Close Nomination(s) for File No. 2016-0238. The motion carried by the following vote:

Yea: Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

2016-0239

Council Appointment to the River Region Caucus

Nominee: Councilwoman Woodruff nominated Councilwoman Fletcher

Nomination(s) Accepted

A motion was made by Councilmember Woodruff, seconded by Councilmember Fisher-Perrier, to Close Nomination(s) for File No. 2016-0239. The motion carried by the following vote:

Yea: Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

2016-0240

Council Alternate Appointment to the River Region Caucus

Nominee: Councilwoman Fisher-Perrier nominated Councilwoman Bellock

Nomination(s) Accepted

A motion was made by Councilmember Fletcher, seconded by Councilmember Gibbs, to Close Nomination(s) for File No. 2016-0240. The motion carried by the following vote:

Yea: Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

2016-0241

Council Alternate Appointment to the River Region Caucus

Nominee: Councilwoman Bellock nominated Councilman Hogan

Nomination(s) Accepted

A motion was made by Councilmember Bellock, seconded by Councilmember Clulee, to Close Nomination(s) for File No. 2016-0241. The motion carried by the following vote:

Yea: Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

2016-0242

A resolution to appoint a member to the Civil Service Board.

Nominee: Councilman Woodruff nominated Mr. Ralph Wilderson

Nomination(s) Accepted

A motion was made by Councilmember Fletcher, seconded by Councilmember Fisher-Perrier, to Close Nomination(s) for File No. 2016-0242. The motion carried by the following vote:

Yea: Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

ADJOURNMENT

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Fletcher, to adjourn the meeting at approximately 7:36 pm. The motion carried by the following vote:

Yea: Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Tiffany K. Clark Council Secretary

Publish: July 28, 2016

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, JULY 18, 2016, 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.

2016-0263 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 16-7-7 An ordinance to approve and authorize the execution of a Professional Services Agreement with GCR, Inc., to provide professional services regarding the acquisitions of servitudes and fee simple parcels for Public Works Project P080802-5 COULEE CANAL ACCESS FOR MAINTENANCE - PHASE II.

WHEREAS, the aforementioned agreement will be valid for a period of one (1) year with an optional one (1) year extension; and, WHEREAS, total compensation for the aforementioned Professional Services Agreement is Lump Sum not to exceed \$83,750.00 and will be paid based on Consultant's Standard Hourly Rates plus reimbursable expenses; and, WHEREAS, work under the aforementioned agreement will be implemented in increments and initiated by authorization letters; and, WHEREAS, invoices shall require proof of deliverables and appropriate backup documentation from the Consultant for payment to be remitted.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That the Professional Services Agreement between GCR, Inc. and St. Charles Parish regarding the acquisitions of servitudes and fee simple parcels for Public Works Project P080802-5 Coulee Canal Access for maintenance - Phase II, is hereby approved and accepted. SECTION II. That the Parish President is hereby authorized to execute said Professional Services Agreement on behalf of St. Charles Parish. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

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

And the ordinance was declared adopted this 18th day of July, 2016, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DIVISION PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET. SECRETARY: [Signature]
ATTESTED BY: [Signature]



ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS AND WASTEWATER

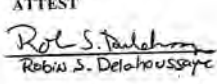
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into the 20th day of July, 2016, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of the Parish, hereinafter called the OWNER and GCR Inc., a Louisiana Corporation acting herein and through its Associate Vice President, hereinafter called the CONSULTANT. Whereas the OWNER desires to employ the CONSULTANT to perform the services described herein for Parish Project No. P080802-5 COULEE CANAL ACCESS FOR MAINTENANCE - PHASE II

- 1. GENERAL
a. The OWNER engages the CONSULTANT to perform specific professional services identified and described in the Scope of work. CONSULTANT services shall conform to the requirements of the OWNER and all participating regulating agencies.
2. SERVICES OF THE CONSULTANT
a. The services consist of the work defined in the following Scope of Services.
b. SCOPE OF SERVICES:
To provide professional services regarding the acquisitions of servitudes and fee simple parcels for Public Works Project P080802-5 COULEE CANAL ACCESS FOR MAINTENANCE - PHASE II
CONSULTANT shall attend all project meetings as necessary and provide or coordinate title and tax research, surveys, appraisals, appraisal reviews, landowner meetings, negotiations, closings and project support including, but not limited to, preparation of presentation materials, maps and exhibits. In addition, CONSULTANT shall coordinate with the Parish's legal representation on an as needed basis to support the Parish's efforts to acquire real estate interests.
3. PERIOD OF SERVICE
a. This AGREEMENT shall be effective for a period of one (1) year.

- b. Upon agreement between all parties, the AGREEMENT may be extended for an additional one year period.
- 4. CONSULTANT'S COMPENSATION
 - a. The method of payment for this AGREEMENT is Standard Hourly Rates plus related Reimbursable Expenses.
 - b. Hourly compensation shall be made in accordance with the CONSULTANT'S Standard Hourly Rate Schedule attached to this AGREEMENT as Exhibit A.
 - c. Documented reimbursable expenses that are directly related to the Scope of Services shall be reimbursed at actual cost.
 - d. Total compensation for the Scope of Services is **Lump Sum not to exceed \$83,750.00.**
 - e. CONSULTANT shall attach timesheets, logs, or other documentation, satisfactory to OWNER, for all hours billed, by each classification listed on the Standard Hourly Rate Schedule, to the monthly invoices for payment.
 - f. CONSULTANT shall distribute all billable hours between each individual authorized task as applicable.
 - g. Current month charges and cumulative charges, including reimbursable expenses, shall be shown on all invoices for payment by each individual authorized task.
 - h. The use of overtime is not authorized under this AGREEMENT.
- 5. SERVICES OF THE OWNER
 - a. OWNER shall assist CONSULTANT in carrying out the Scope of work by placing at his disposal all existing relevant data and records in its possession.
 - b. CONSULTANT shall be responsible for searching said data and records provided and shall request specific clarification of the information as needed.
 - c. OWNER guarantees CONSULTANT access to all public property as required in order to complete the Scope of work.
- 6. TERMINATION
 - a. This AGREEMENT may be terminated without cause by either party upon ten (10) days written notice.
 - b. Immediately after receiving such notice, the CONSULTANT shall discontinue advancing the services under this AGREEMENT, and submit a final invoice to St. Charles Parish for all services rendered to date under the AGREEMENT.
 - c. OWNER, upon receiving the completed or partially completed deliverables, and after the final fee is mutually agreed upon, shall make payment within thirty (30) days.
 - d. In the event that this contract is terminated, OWNER shall have the option of completing the Scope of work in house or entering into an AGREEMENT with another party to complete the work.
- 7. COMPLIANCE WITH LAWS AND ORDINANCES
 - a. The CONSULTANT hereby agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the Scope of work under this AGREEMENT.
- 8. SUCCESSORS AND ASSIGNS
 - a. This AGREEMENT is not assignable.
- 9. INSURANCE
 - a. The CONSULTANT shall secure and maintain at his expense such insurance that will protect him and the OWNER, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of work under this AGREEMENT as defined in the attached scope of work.
 - b. Insurance for bodily injury or death shall be in the unencumbered amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for one person and not less than ONE MILLION DOLLARS (\$1,000,000.00) for all injuries and/or deaths resulting from anyone occurrence.
 - c. The insurance for property damage shall be in the unencumbered amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each accident and not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
 - d. CONSULTANT shall also secure and maintain at his own expense professional liability insurance in the unencumbered sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).
 - e. All certificates of insurance shall be furnished to the OWNER within five (5) days after execution of the AGREEMENT and shall provide that insurance not be cancelled without ten (10) days prior written notice to the OWNER.
 - f. St. Charles Parish shall be named as additional insured on general liability insurance policies.
 - g. OWNER may examine all insurance policies.
 - h. For all purposes under Louisiana law, the principals of this AGREEMENT shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 10. OTHER
 - a. CONSULTANT 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 CONSULTANT, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
 - b. This AGREEMENT constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this AGREEMENT. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.
- 11. EXCLUSIVE JURISDICTION AND VENUE
 - a. For all claims arising out of or related to this agreement, CONSULTANT 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) plea of jurisdiction based upon CONSULTANT'S residence and (b) right of removal to Federal Court based upon diversity of citizenship.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day, month and year first above mentioned.

ATTEST

 Rob S. Delahoussaye

ATTEST

 Lucas Lilly

ST. CHARLES PARISH
 By: 
 Larry Cochran
 Parish President

GCR Inc.
 By: 
 Mona Nosari
 Associate Vice President



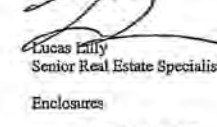
Exhibit A

Mr. Clayton "Snookie" Fauchoux, Director
Department of Public Works/Wastewater
St. Charles Parish
100 River Oaks Drive
Destrehan, LA 70047

RE: Proposed Scope of Work and Cost Estimate
Coulée Canal Improvements, Phase 2
Montz, St. Charles Parish, Louisiana

Dear Mr. Fauchoux,
For your review, please find attached a proposed scope of work and cost estimate to provide regulatory permitting, right of way acquisition, and curative title services for the Coulée Canal Phase 2 project. It is anticipated that the described services will be completed at the billable employee classifications of Senior Real Estate Specialist, Real Estate Specialist, GIS/Mapping Technician, and Junior Real Estate Specialist.

If the proposed scope of work and cost estimate are acceptable, please authorize GCR Inc. to execute the outlined services. If you have any questions, concerns, or would like additional information, please feel free to contact me at (504) 504-0753 or at llilly@gcrincorporated.com.

Respectfully,

 Lucas Lilly
 Senior Real Estate Specialist

cc: Greg Schultz, SCP
Rachel Whitener, SCP

Coulée Canal Drainage Improvements Phase 2
Montz, LA - St. Charles Parish Department of Public Works

Scope of Work Items and Estimated Project Budget

Item #1 - LDMR Coastal Use Permit, USACE Section 10/404 Permit, and LDEQ Water Quality Certification (Completion of permit drawings including vicinity map, plan view, and section view for Coulée Canal between Country Cottage Subdivision and Evangeline Road, preparation and submittal of online joint use permit application, and on-site meetings and correspondence with regulatory agencies to secure project permits.)

Employee Classification/Expense Type	Est. Hours	Hourly Rate	Est. Cost
Senior Real Estate Specialist	4	\$115.00	\$460.00
Real Estate Specialist	36	\$95.00	\$3,420.00
Junior Real Estate Specialist	8	\$70.00	\$560.00
GIS/Mapping Technician	40	\$95.00	\$3,800.00
Permit Application, Processing and Mitigation Fees	-	-	\$1,500.00
Vehicle Mileage	-	-	\$75.00
Sub-Total Item #1			\$9,815.00

Item #2 - Title Abstracts for Eight (8) Properties (Research the Clerk of Court records and prepare title reports for all impacted properties, check payment of ad valorem taxes for prior three (3) years, and order mortgage certificates from the Clerk of Court)

Employee Classification/Expense Type	Est. Hours	Hourly Rate	Est. Cost
Real Estate Specialist	16	\$95.00	\$1,520.00
Junior Real Estate Specialist	24	\$70.00	\$1,680.00
Clerk of Court Copy Fees	-	-	\$300.00
Mortgage Certificate Fees	-	-	\$300.00
Vehicle Mileage	-	-	\$75.00
Sub-Total Item #2			\$3,875.00

Item #3 - Appraisal and Survey Coordination (Obtain cost proposals and prepare authorizations needed for appraisal and surveying services, establish right of way lines based on topographic surveys and provide to surveyor for use in preparing right of way maps, provide property information including aerial overlays of servitude limits to appraisers, and review appraisals and surveys for accuracy.)

Employee Classification/Expense Type	Est. Hours	Hourly Rate	Est. Cost
Senior Real Estate Specialist	16	\$115.00	\$1,840.00
Real Estate Specialist	36	\$95.00	\$3,420.00
Sub-Total Item #3			\$5,260.00

Item #4 - Preparation of Offer Packages, Negotiations and Counter Offers (Prepare just compensation offers, present offers to impacted landowners, prepare administrative settlement reports and make recommendations for expropriations when closing is not amicable.)

Employee Classification/Expense Type	Est. Hours	Hourly Rate	Est. Cost
Senior Real Estate Specialist	8	\$115.00	\$920.00
Real Estate Specialist	120	\$95.00	\$11,400.00
Junior Real Estate Specialist	60	\$70.00	\$4,200.00
Postage Fees for Certified Mailings	-	-	\$300.00
Sub-Total Item #4			\$16,820.00

Item #5 - Document Preparation and Closings (Prepare servitude agreements and ordinances, coordinate with Legal Services for necessary approvals, attend closings as a witness)

Employee Classification/Expense Type	Est. Hours	Hourly Rate	Est. Cost
Senior Real Estate Specialist	4	\$115.00	\$460.00
Real Estate Specialist	80	\$95.00	\$7,600.00
Junior Real Estate Specialist	24	\$70.00	\$1,680.00
Vehicle Mileage	-	-	\$150.00
Sub-Total Item #5			\$9,890.00

Item #6 - Curative Title Work for Two (2) Properties (Research heirship info for Parcel DSA-1 Heirs of Ephraim Malone in Phase 1 and Bra Noe Keller, et al tract in Phase 2 each estimated to have 40-50 owners per tract, prepare affidavits of death, domicile and heirship, vesting owners with sufficient interest to grant the required servitude, record affidavits with Clerk of Court)

Employee Classification/Expense Type	Est. Hours	Hourly Rate	Est. Cost
Senior Real Estate Specialist	8	\$115.00	\$920.00
Real Estate Specialist	160	\$95.00	\$15,200.00
Junior Real Estate Specialist	60	\$70.00	\$4,200.00
Postage and Notary Fees	-	-	\$500.00
Recordation Fees	-	-	\$1,500.00
Sub-Total Item #6			\$22,320.00

Item #7 - Expropriation Support (Prepare documentation needed to support expropriations filings, coordinate with Legal Services, prepare exhibits for trial proceedings)

Employee Classification/Expense Type	Est. Hours	Hourly Rate	Est. Cost
Senior Real Estate Specialist	4	\$115.00	\$460.00
Real Estate Specialist	60	\$95.00	\$5,700.00
Junior Real Estate Specialist	8	\$70.00	\$560.00
Sub-Total Item #7			\$6,720.00

Item #8 - Project Management (Attend meetings as requested by Public Works, prepare status update reports, attend Council meetings for approval of ordinances.)

Employee Classification/Expense Type	Est. Hours	Hourly Rate	Est. Cost
Senior Real Estate Specialist	36	\$115.00	\$4,140.00
Real Estate Specialist	48	\$95.00	\$4,560.00
Vehicle Mileage	-	-	\$350.00
Sub-Total Item #8			\$9,050.00

Estimated GCR Professional Services \$78,700.00
Estimated Direct Expenses \$5,050.00
Estimated Project Budget for Coulée Canal Phase 2 Services \$83,750.00

Coulée Canal Drainage Improvements Phase 2
Montz, LA - St. Charles Parish Department of Public Works

Hourly Rates for Employee Classifications

Program Manager	\$165.00
Engineer/Construction Manager	\$125.00
Senior GIS/Mapping Technician	\$125.00
Senior Real Estate Specialist	\$115.00
Senior Planner	\$115.00
Real Estate Specialist	\$95.00
Planner	\$95.00
GIS/Mapping Technician	\$95.00
Graphics Specialist	\$85.00
Junior Real Estate Specialist	\$70.00
Abstractor	\$70.00
Administrative/Clerical	\$50.00

2016-0264
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)

ORDINANCE NO. 16-7-8
An ordinance to approve and authorize the execution of a Contract with Boasso Construction, LLC, of Metairie, La., for the construction of the 29th Judicial District Court (District Attorney Annex) building adjacent to the St. Charles Parish Courthouse and located on the same property, in the amount of \$2,815,000.00.

WHEREAS, sealed bids were received by St. Charles Parish on June 9, 2016, for the Construction Project in Hahnville; and,
WHEREAS, Murray Architects, Inc., the Architect for the project, has reviewed the bids and recommended that the project be awarded to the low bidder, Boasso Construction, LLC, of Metairie, La. in the amount of \$2,815,000.00; and,
WHEREAS, the construction of an essential government building located at 15045 River Road in Hahnville, La. will provide office space, employee protection and storage capacity for the District Attorney's Office.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the bid of Boasso Construction, LLC of Metairie, La. for the construction of the 29th Judicial District Court (District Attorney Annex) building, Parish Project No. GB-DA-01-2016A, be hereby approved and accepted in the amount of \$2,815,000.00.

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

And the ordinance was declared adopted this 18th day of July, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
 SECRETARY: 
 DLVD/PARISH PRESIDENT: 
 APPROVED:  DISAPPROVED: _____
 PARISH PRESIDENT: _____
 RETD/SECRETARY: 
 AT:  RECD BY: 

SECTION 00600
CONTRACT BETWEEN OWNER AND CONTRACTOR

This Agreement entered into this ___ day of _____, 20___, by ROASSO CONSTRUCTION, LLC, hereinafter called the "Contractor", whose business address is 4600 E. St. Bernard Highway, Metairie, LA 70075, and St. Charles Parish, herein represented by the Parish President executing this Contract, hereinafter called the "Owner".
Witness that the Contractor and the Owner, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

The Contractor shall furnish all labor and materials and perform all of the Work required to build, construct and complete in a thorough and workmanlike manner:
29TH JUDICIAL COURT
PARISH PROJECT NO. GB-DA-01-2016A

The aforementioned work shall be completed in strict accordance with Contract Documents prepared by:
Murray Architects, Inc.
13760 River Road
Destrehan, LA 70047

It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated May 2, 2016, Addenda number(s) 1, 2, and 3, the Instruction to Bidders, Bid Form, General Conditions, Supplementary Conditions, any Addenda thereto, impose duties and obligations upon the parties herein, and said parties hereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within Three Hundred Sixty Five (365) consecutive calendar days from and after the said date.

By signing this Contract, the Contractor recognizes that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with the General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner ONE THOUSAND FIVE HUNDRED dollars (\$1,500.00) per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the

Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the Work on or before the date specified shall be deemed in default.

The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of TWO MILLION EIGHT HUNDRED FIFTEEN THOUSAND U.S. dollars, (\$2,815,000.00) which sum represents the Base Bid.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in four (4) counterparts, each of which shall, without proof or accountability for the other counterparts, be deemed an original thereof.

WITNESSES: CONTRACTOR: BOASSO CONSTRUCTION, LLC
 BY: Janet L. Boasso
 Managing Member

Address for giving notices:
 4600 E. St. Bernard Highway
 Metairie, LA 70075

WITNESSES: OWNER: ST. CHARLES PARISH
 BY: LARRY COCHRAN
 PARISH PRESIDENT

Address for giving notices:
 P.O. Box 302
 15045 River Road
 Hahnville, LA 70057

2016-0265
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF WATERWORKS)

ORDINANCE NO. 16-7-9
An ordinance to approve and authorize the execution of a contract for Engineering Services between Civil & Environmental Consulting Engineers and St. Charles Parish for necessary professional engineering services associated with the LA 18 Cast Iron Water Main Replacement, Phase II (WWKS 89).

WHEREAS, the LA 18 Cast Iron Water Main Replacement, Phase II (WWKS 89) is to replace approximately 4,000 ft. of 8 inch aged cast iron water main along LA 18 in Hahnville with new corrosion resistant piping, as well as the installation of 7 new hydrants, 12 new valves and four connections to existing distribution mains; and,
WHEREAS, the St. Charles Parish Council desires to award a Contract for Engineering Services to Civil & Environmental Consulting Engineers for said project.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Contract for Engineering Services between Civil & Environmental 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: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER
NAYS: NONE
ABSENT: FISHER-PERRIER

And the ordinance was declared adopted this 18th day of July, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
 SECRETARY: 
 DLVD/PARISH PRESIDENT: 
 APPROVED:  DISAPPROVED: _____
 PARISH PRESIDENT: _____
 RETD/SECRETARY: 
 AT:  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 Civil & Environmental 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 LA 18 Cast Iron Water Main Replacement, Phase II (WWKS 89) project as described in Ordinance No. _____ 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 regulatory 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:

- Replace approximately 4,000 ft. of 8 inch aged cast iron water main along LA 18 in Hahnville with new corrosion resistant piping.
- Installation of (7) seven new fire hydrants, (12) twelve new valves and (4) four connections to existing distribution mains.
- Coordination with the Community Water Enrichment Fund 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 60 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.

- 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 30 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 60 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 AutoCAD format (release 2000 or later) and in PDF format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.
- 2.4 Design Phase
- 2.4.1 Prepare for incorporation into Contract Documents final drawings based on the accepted preliminary design documents to show the scope, extent, and character of the work to be furnished and performed by Contractor (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 60 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 AutoCAD format (release 2000 or later) and in PDF format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages
- 2.5 Bidding Phase
- 2.5.1 Produce Contract Documents (specifications and 22" by 34" drawings) for each Project for bidding purposes.
- 2.5.2 Assist Owner as necessary in advertising for and obtaining bids for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend Pre-Bid Conferences and receive and process fees for Bidding Documents. Distribute Bidding Documents to potential bidders.
- 2.5.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 2.5.4 Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (herein called "Contractor") for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 2.5.5 Consult with Owner and confirm in writing the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award is required by the Bidding Documents.
- 2.5.6 Attend the Bid Opening, prepare Bid Tabulation Sheets and assist Owner in evaluating bids or proposals and recommend, in writing, contract awarding. In addition, Engineer shall assemble contract documents as specified in Exhibit A on page 19 attached hereto and made a part hereof, for presentation and execution.
- 2.6 Construction Phase
- During the Construction Phase
- 2.6.1 General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.
- 2.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress.
- 2.6.2.1 Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.
- 2.6.2.2 The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided in 2.6.3. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.
- 2.6.3 Defective Work. During such visits and on the basis of such observations, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 2.6.4 Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents.
- 2.6.5 Shop Drawings. Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided in 2.6.3.
- 2.6.6 Substitutes. Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.
- 2.6.7 Inspections and Tests. Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 2.6.8 Dispute between Owner and Contractor. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 2.6.9 Applications for Payment. Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
- 2.6.9.1 Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 2.6.9.2 By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided in, but not limited to paragraph 2.6.3.
- 2.6.10 Construction Closeout Document. Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.
- 2.6.11 Inspection. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).
- 2.6.12 Pre-Construction Conference. Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one (1) electronic file copy of each drawing in 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.
- 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 service 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 involved.
- Invoice copies, logs or other substantiation of nonsalary expenses.

4.2.3 For Additional Services that Engineer acquires from subcontractors and/or consultants, 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 Additional Services are provided. The use of subcontractors and/or consultants shall be subject to the provisions set forth in Section 10, Paragraph 10.4 and Section 11, Paragraph 11.4 of this Contract. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

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

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

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

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

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

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

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

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

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

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

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

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

5.1.2.7 Providing renderings or models for Owner's use.

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

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

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

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

6.0 OWNERSHIP OF DOCUMENTS,

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

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

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

6.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Engineer for copyright purposes. Any such

materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

7.0 TERMINATION.

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

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

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

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

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

8.0 COMPLIANCE WITH LAWS AND ORDINANCE.

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

9.0 SUCCESSORS AND ASSIGNS

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

10.0 INSURANCE

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

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

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

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

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

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

11.0 GENERAL.

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

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

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

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

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

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

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

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

12.0 ACCESS TO SITE.

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

13.0 WARRANTY.

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

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

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

14.0 EXCLUSIVE JURISDICTION AND VENUE

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

Larry Cochran
Parish President

WITNESSES: Civil & Environmental Consulting Engineers

EXHIBIT B CONSULTING ENGINEERING

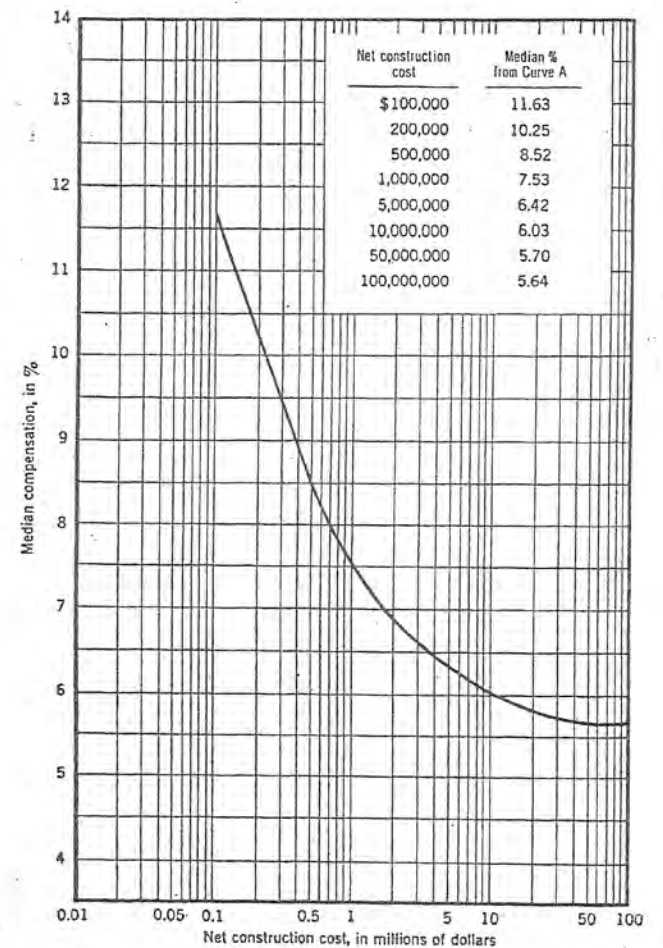


FIG. 1.—CURVE A. MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY (1980)



Civil & Environmental Consulting Engineers
Danny J. Hebert, P.E., LLC
One American Place - 13919 River Road, Suite 510
Luling, LA 70070
www.hebertengineering.com
phone (985) 785-2300 fax (985) 785-2368

EXHIBIT "C" 2016 Rate Schedule

Category	Rate
OFFICE PERSONNEL:	
Principle Engineer	\$175.00/Hr.
Research, Legal Testimony & Depositions	\$250.00/Hr.
Registered Professional Engineer	\$125.00/Hr.
Registered Professional Land Surveyor	\$110.00/Hr.
Design Architect	\$125.00/Hr.
Wetland Delineator/Consultant	\$80.00/Hr.
Environmental Permit Specialist	\$80.00/Hr.
Project Manager	\$125.00/Hr.
Engineering Technician	\$80.00/Hr.
CAD Draftsman	\$80.00/Hr.
Clerical	\$45.00/Hr.
Reimbursable Mileage (*Subject to change with annual Federal Tax Guidelines)	\$.54/MI.*
CONSTRUCTION PERSONNEL & EQUIPMENT	
Project Representative	\$65.00/Hr.
Field Vehicle (*Subject to change with annual Federal Tax Guidelines)	\$.54/MI.*
SURVEY PERSONNEL & EQUIPMENT:	
3-Man Survey Party (with standard equipment & vehicle)	\$170.00/Hr.
2-Man Survey Party (with standard equipment & vehicle)	\$130.00/Hr.
Party Chief/Instrument Man	\$80.00/Hr.
Rodman/Chainman	\$50.00/Hr.
COMPUTER SERVICES:	
Digital Photo Compilation (8-1/2" x 11" Sheet)	\$ 4.50/Sheet
Computer Modeling	\$125.00/Hr.
Word Processing	\$45.00/Hr.
Computer Plotting (AutoCAD)	\$80.00/Hr.
SUBCONSULTANT SERVICES:	
Subconsultant	Actual Cost Plus 15%

*ALL RATES ARE SUBJECT TO ANNUAL RATE INCREASES

2016-0266

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

ORDINANCE NO. 15-7-10

An ordinance to approve and authorize the execution of a contract for Engineering Services between Piccola & Associates, Inc. and St. Charles Parish for necessary professional engineering services associated with the West Bank A Plant Clarifier Refurbishment (WWKS 90).

WHEREAS, the West Bank A Plant Clarifier Refurbishment (WWKS 90) is to refurbish a one (1) MGD up-flow clarifier, sandblast and repair all steel appurtenances, resurface of concrete and refurbish any mechanical devices as necessary; and,

WHEREAS, the St. Charles Parish Council desires to award a Contract for Engineering Services to Piccola & Associates, Inc. for said project.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Contract for Engineering Services between Piccola & Associates, Inc. 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: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER

NAYS: NONE

ABSENT: FISHER-FERRIER

And the ordinance was declared adopted this 18th day of July, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
OLDV/PARISH PRESIDENT: _____
APPROVED: _____

PARISH PRESIDENT: _____
RET/SECRETARY: _____
AT: _____ REC'D BY: _____

SINGLE PROJECT CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 20th day of July, 2016, 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 Piccola & Associates, Inc., a corporation acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the West Bank A Plant Clarifier Refurbishment (WWKS 90) project as described in Ordinance No. 15-7-10 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 one (1) MGD up-flow clarifier.
 - Sandblasting and Repainting of all Steel Appurtenances and Resurfacing of concrete.
 - Replacement of Steel appurtenances, as needed
 - Refurbishment of any Mechanical Devices as Necessary.
 - Coordination with the Community Water Enrichment Fund 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 the Owner within 60 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 30 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 60 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 AutoCAD format (release 2000 or later) and in PDF format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.
- 2.4 Design Phase
- 2.4.1 Prepare for incorporation into Contract Documents final drawings based on the accepted preliminary design documents to show the scope, extent, and character of the work to be furnished and performed by Contractor (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 60 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 AutoCAD format (release 2000 or later) and in PDF format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages
- 2.5 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 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
- 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 2.4.6 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 LADCO permit renewal or acquisition work, etc. Owner shall pay Engineer based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by either billable hours, lump sum, or not to exceed amount.
 - 4.2.2 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
 - A copy of the Owner's written authorization to perform the service.
 - Timesheets for all hours invoiced.
 - Invoice copies, logs or other substantiation of nonsalary expenses.
 - 4.2.3 For Additional Services that Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in Section 10, Paragraph 10.4 and Section 11, Paragraph 11.4 of this Contract. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
 - A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed.
 - Evidence that the subcontractor and/or subconsultant is insured as required by Section 10, Paragraph 10.4 of this Contract.
 - 4.2.4 For Additional Engineering described in Section 5, Paragraph 5.1.1, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

- 5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.11 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.11 inclusive.
 - 5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.
 - 5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.2 of this contract.

- 5.1.2.1 Providing necessary design topographic surveying for the Project to obtain existing grading, locations and dimensions of existing structures, and elevation of critical elements.
- 5.1.2.2 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.
- 5.1.2.3 Prepare to and serve as an expert witness for the Owner in any litigation.
- 5.1.2.4 Furnish one or more full time Resident Inspectors who will direct his and/or their efforts toward providing assurance for the owner that the completed project will conform to the requirements of the Contract Documents. This shall not be construed as the actual direction of construction work being performed by the Contractor, nor make the engineers responsible for construction techniques, sequences or procedures or the safety precautions incident thereto. A written resume will be submitted to the Owner for each Resident Inspector assigned to the Project. The Owner retains the right to disapprove the use of any Resident Inspector the owner feels is, for any reason, not qualified.
- 5.1.2.5 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)
- 5.1.2.6 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner. Providing renderings or models for Owner's use.
- 5.1.2.7 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.
- 5.1.2.8 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 5.1.2.9 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
- 5.1.2.10 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 his files.
- 6.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.
- 6.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.
- 7.0 TERMINATION.
 - 7.1 This Agreement may be terminated by either party upon thirty (30) days written notice.
 - 7.2 The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
 - 7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
 - 7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
 - 7.5 Failure to meet delivery dates stated in Contract sections 2.2.8, 2.3.3, and 2.7.9 are considered substantial failures. (ADDED 2/02)

8.0 COMPLIANCE WITH LAWS AND ORDINANCE.

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

9.0 SUCCESSORS AND ASSIGNS

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

10.0 INSURANCE

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

11.0 GENERAL.

- 11.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.
- 11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.
- 11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.

12.0 ACCESS TO SITE.

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

12.0 ACCESS TO SITE.

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

13.0 WARRANTY.

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

14.0 EXCLUSIVE JURISDICTION AND VENUE

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

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

WITNESSES:

ST. CHARLES PARISH

R. S. Delhomme
Robert S. Delhomme, Esq.
Travis J. Wall

Kerry Cochran
 Kerry Cochran
 Parish-President

WITNESSES:

Picciola & Associates, Inc.

Martin Allemond
Jolly Robert

Joseph Picciola
 Joseph Picciola

CONSULTING ENGINEERING

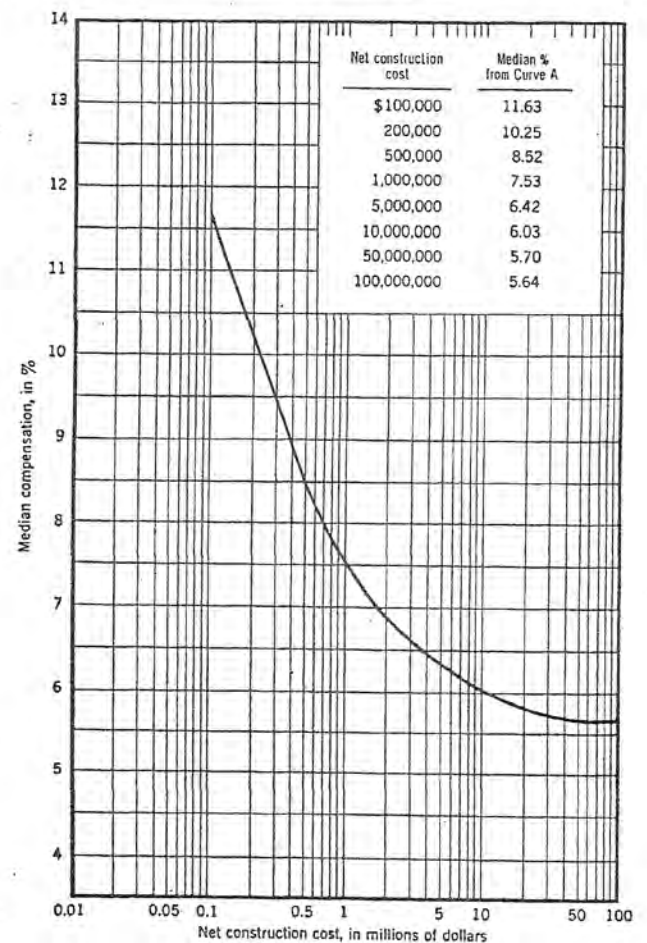


FIG. 1.—CURVE A, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY (1980)

RATE SCHEDULE

JANUARY 1, 2016

OFFICE PERSONNEL

Registered Professional Engineer - Principal	\$ 175.00 per hour
Registered Professional Engineer	\$ 115.00 per hour
Registered Land Surveyor	\$ 100.00 per hour
Project Engineer, EIT	\$ 75.00 per hour
Project Manager	\$ 85.00 per hour
Surveying Technician	\$ 70.00 per hour
Inspectors	\$ 55.00 per hour
CADD Lead Technician	\$ 65.00 per hour
CADD Drafter	\$ 50.00 per hour
Computer Technician	\$ 80.00 per hour
Stenographer	\$ 45.00 per hour

FIELD PERSONNEL

2 Man Survey Party (Party Chief, Instrument Man, plus standard equipment)	\$ 110.00 per hour
3 Man Survey Party (Party Chief, Instrument Man, Rodman, plus standard equipment)	\$ 140.00 per hour
4 Man Survey Party (Party Chief, Instrument Man, 2 Rodmen, plus standard equipment)	\$ 170.00 per hour
Party Chief	\$ 65.00 per hour
Instrument Man	\$ 55.00 per hour
Rodman/Chainman	\$ 45.00 per hour

EQUIPMENT NOT INCLUDED IN STANDARD EQUIPMENT

Automobiles	\$ 10.00 per hour
Survey Party Vehicles	\$ 10.00 per hour
Computer and Plotter	\$ 15.00 per hour
GPS (Trimble 5700)	\$ 500.00 per day
Additional Transit and/or Level to above provided with Survey Crew, Each	\$ 50.00 per day
Radio Transmitter and Receiver Units, Each	\$ 15.00 per day
Chainsaw w/Fuel	\$ 100.00 per day
Metal Detector	\$ 45.00 per day
Pirogue	\$ 45.00 per day
14' Aluminum Skiff	\$ 75.00 per day
15 to 25 H.P. Outboard Motor w/Fuel	\$ 100.00 per day
17' to 20' Boat, Motor and Fuel	\$ 400.00 per day
Tractor	\$ 200.00 per day
Bush Hog	\$ 75.00 per day
All Terrain Vehicle	\$ 100.00 per day
Argo (6 wheel marsh buggy)	\$ 400.00 per day
Marsh Buggy (Rental)	\$ 800.00 per day
Magnetometer (Rental)	\$ 800.00 per day

SURVEY SUPPLIES

1x2 Hub	\$ 0.50 each
1x1x4' Wooden Stake	\$ 0.75 each
1x1x8' Wooden Stake	\$ 1.25 each
2x2x16' Wooden Stake	\$ 4.00 each
Cane Poles	\$ 3.00 each
Flagging	\$ 1.50 each
1/2" Iron Rod	\$ 1.00 each
3/4" G.I.P.	\$ 2.50 each

REPRODUCTION

Blue-line Prints:	
Prints from 0-6 Sq. Ft.	\$ 8.00 each
Prints from 6-12 Sq. Ft.	\$ 10.00 each
Photo Copies	\$ 1.50 each
Vellum	\$ 36.00 each
Color Bond	\$ 21.00 each
11x17 Black Line Charge	\$ 3.00 each
11x17 Color Line Charge	\$ 10.00 each

ADDITIONAL

- Charges will commence at departure and will terminate at return to office in Destrehan, Louisiana.
- Overtime may be charged for weekend and legal holidays.
- When operating from a base other than our Destrehan, LA office, per diem will be charged at a rate of \$30.00 per calendar day per man subsistence plus lodging expenses.
- Special services furnished by others shall be charged at the actual cost plus 10% coordination fees based on the applicable hourly rate.

2016-0267

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

ORDINANCE NO. 15-7-11

An ordinance to approve and authorize the execution of a contract for Engineering Services between Shread-Kyrkendall & Associates, Inc. and St. Charles Parish for necessary professional engineering services associated with the Water Distribution Flow Model (WWKS 91).

WHEREAS, the Water Distribution Flow Model (WWKS 91) is to create an accurate model of the East Bank and West Bank water distribution systems to predict available flow from hydrants, age of water in the system and pressure contours; and,

WHEREAS, the St. Charles Parish Council desires to award a Contract for Engineering Services to Shread-Kyrkendall & Associates, Inc. for said project.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Contract for Engineering Services between Shread-Kyrkendall & Associates, Inc., 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: BENEDETTO, HOGAN, WILSON, CLULES, GIBBS, WOODRUFF,
BELLOCK, FLETCHER

NAYS: NONE

ABSENT: FISHER-PERRIER

And the ordinance was declared adopted this 18th day of July, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Michael Benedetto*
SECRETARY: *John Hogan*
CLERK/PARISH PRESIDENT: *John Hogan*
APPROVED: *John Hogan*
PARISH PRESIDENT: *John Hogan*
RETURNS/SECRETARY: *John Hogan*
ATTEST: *John Hogan* RECD BY: *John Hogan*

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 Shread-Kyrkendall & Associates, Inc., a corporation acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the Water Distribution Flow Model (WWKS 91) project as described in Ordinance No. _____ 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:
- 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 AutoCAD format (release 2000 or later) and in PDF format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.
- 2.4 Design Phase
 - 2.4.1 Prepare for incorporation into Contract Documents final drawings based on the accepted preliminary design documents to show the scope, extent, and character of the work to be furnished and performed by Contract (hereinafter called "Drawings") and Specifications which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute.
 - 2.4.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.
 - 2.4.3 Preparing the contract/bid document that includes St. Charles Parish's Standardized Construction Contract files and the added engineer's specifications for review and approval by the Owner (and the Owner's legal and other advisors).
 - 2.4.4 Meeting with the Owner and presenting the final design.
 - 2.4.5 The Final Design Services shall be completed and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization.
 - 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 AutoCAD format (release 2000 or later) and in PDF format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages
 - 2.5 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 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
 - 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)

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 2.3.5 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 2.4.6 inclusive, Owner agrees to pay Engineer as follows:
 - Seventy percent (70%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
- 4.1.1.5 If the Project, or any portion thereof, is not constructed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per section 7.0.
- 4.1.2 Owner shall pay Engineer for the performance of Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.8 through 2.8.5.1 inclusive, at monthly intervals based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by billable hours for a not to exceed amount.
- 4.2 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary Basic Engineering or Resident Engineering and Inspection Services, the Owner shall pay Engineer in accordance with Paragraph 4.2.1 through 4.2.3, based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's Invoice.
 - 4.2.1 For Additional Services provided by the Engineer such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Engineer based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by either billable hours, lump sum, or not to exceed amount.
 - 4.2.2 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
 - A copy of the Owner's written authorization to perform the service.
 - Timesheets for all hours invoiced.
 - Invoice copies, logs or other substantiation of nonsalary expenses.
 - 4.2.3 For Additional Services that Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in Section 10, Paragraph 10.4 and Section 11, Paragraph 11.4 of this Contract. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
 - A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed.
 - Evidence that the subcontractor and/or subconsultant is insured as required by Section 10, Paragraph 10.4 of this Contract.
 - 4.2.4 For Additional Engineering described in Section 5, Paragraph 5.1.1, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

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

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

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

- 5.1.2.1 Providing necessary design topographic surveying for the Project to obtain existing grading, locations and dimensions of existing structures, and elevation of critical elements.
- 5.1.2.2 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.
- 5.1.2.3 Prepare to and serve as an expert witness for the Owner in any litigation.
- 5.1.2.4 Furnish one or more full time Resident Inspectors who will direct his and/or their efforts toward providing assurance for the owner that the completed project will conform to the requirements of the Contract Documents. This shall not be construed as the actual direction of construction work being performed by the Contractor, nor make the engineers responsible for construction techniques, sequences or procedures or the safety precautions incident thereto. A written resume will be submitted to the Owner for each Resident Inspector assigned to the Project. The Owner retains the right to disapprove the use of any Resident Inspector the owner feels is, for any reason, not qualified.
 - 5.1.2.5 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)
 - 5.1.2.6 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.
 - 5.1.2.7 Providing renderings or models for Owner's use.
 - 5.1.2.8 Preparing documents in addition to those furnished under Design Engineering and Construction Services for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.
 - 5.1.2.9 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
 - 5.1.2.10 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
 - 5.1.2.11 Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

6.0 OWNERSHIP OF DOCUMENTS,

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

7.0 TERMINATION.

- 7.1 This Agreement may be terminated by either party upon thirty (30) days written notice.
- 7.2 The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

- 7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 7.5 Failure to meet delivery dates stated in Contract sections 2.2.8, 2.3.3, and 2.7.9 are considered substantial failures. (ADDED 2/02)
- 8.0 COMPLIANCE WITH LAWS AND ORDINANCE.
 - 8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.
- 9.0 SUCCESSORS AND ASSIGNS
 - 9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.
- 10.0 INSURANCE
 - 10.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.
 - 10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
 - 10.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
 - 10.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
 - 10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
 - 10.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 11.0 GENERAL.
 - 11.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
 - 11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractor and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.
 - 11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.
 - 11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
 - 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
 - 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
 - 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
 - 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.
- 12.0 ACCESS TO SITE.
 - 12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.
- 13.0 WARRANTY.
 - 13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements
 - 13.2 If Engineering Services for project designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
 - 13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.
- 14.0 EXCLUSIVE JURISDICTION AND VENUE
 - 14.1 For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon ENGINEER'S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

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

WITNESSES: ST. CHARLES PARISH

 Larry Cochran
 Parish President
 WITNESSES: Shread-Kyrkendall & Associates, Inc.

ADDENDUM 1

TO THE
 CONTRACT FOR ENGINEERING SERVICES
 FOR THE
 St. Charles Parish
 WATER DISTRIBUTION FLOW MODEL (WWKS 91)

Delete Section 2.0 in its entirety and replace with...

- 2.0 Basic Engineering Services
 - 2.1 General
 - 2.1.1 Engineer shall create an accurate domestic Water Distribution Flow Model for the St. Charles Parish Department of Waterworks. This model shall include:
 - 2.1.1.1 Existing Pipe locations.
 - 2.1.1.2 Existing pipe sizes and type (when available).
 - 2.1.1.3 Existing water distribution and fire flows.
 - 2.1.1.4 Existing water distribution pressures.
 - 2.1.1.5 Existing chlorine residuals (when available).
 - 2.1.2 Engineer shall, with the assistance of the Parish, make recommendations to improve the existing system based on existing demands and flows.
 - 2.1.3 Engineer shall provide a model of the existing water distribution system to be integrated into parish's GIS system.
 - 2.1.4 Engineer shall provide a report of the existing distribution system with recommendations for improving flows and pressures, while maintain water quality.

Delete section 4.0 in its entirety and replaced with...

4.0 Compensation
4.1.1 For the performance of engineering services outlined in Section 2.0, required by the Owner, the Owner shall authorize and pay the Engineer a fee not to exceed \$50,000.00 at monthly intervals on the basis of Exhibit A on page 20 of this contract.
4.1.2 If the owner requests additional services not heretofore considered, the Owner agrees to pay the Engineer for such services a previously agreed fixed sum, 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.

EXHIBIT A

SHREAD-KUYRKENDALL & ASSOCIATES, INC.

HOURLY RATE SCHEDULE

Effective 1/1/16

Table with columns: LABOR CATEGORY, RATE. Rows include Principal (\$180.00/hr), Professional Engineer (\$140.00/hr), Graduate Engineer (\$95.00/hr), Technician I/CADD Designer (\$95.00/hr), Administrative Assistant (\$50.00/hr), 3-Man Survey Crew (\$165.00/hr), Engineering Technician (\$80.00/hr).

2016-0268 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF FINANCE)

ORDINANCE NO. 16-7-12 An ordinance to amend the 2016 Consolidated Operating and Capital Budget, Amendment No. 8, to add \$215,000 for Buildings and Grounds under General Fund Account 001-400640 - General Government Buildings for the New DA Annex Building and to include an additional \$50,000 in revenues provided from the District Attorney's office to be applied towards the DA Annex Building construction.

WHEREAS, the 2016 St. Charles Parish Consolidated Operating and Capital Budget was adopted November 18, 2015 by Ordinance No. 15-11-22, and amended January 12, 2016 by Ordinance No. 16-1-8, February 1, 2016 by Ordinance No. 16-2-7, February 16, 2016 by Executive Order No. 2016-01, February 25, 2016 by Executive Order No. 2016-02, April 4, 2016 by Ordinance No. 16-4-2, April 4, 2016 by Ordinance No. 16-4-3, April 12, 2016 by Executive Order No. 2016-03, April 27, 2016 by Executive Order No. 2016-04, May 2, 2016 by Ordinance No. 16-5-6, May 2, 2016 by Ordinance No. 16-5-7, June 2, 2016 by Executive Order No. 2016-05, June 20, 2016 by Ordinance No. 16-6-11; and, the Council has taken under consideration the study of the amendment to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2016 as shown by the Revision Schedule.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2016 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows: YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER. NAYS: NONE. ABSENT: FISHER-PERRIER.

And the ordinance was declared adopted this 18th day of July, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wendy Benedetto
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: [Signature] RECD BY: [Signature]

Table with columns: Description, Budgeted Amount, Actual Amount, Variance, etc. Includes sections for Governmental Funds, Consolidated Operating and Capital Budget Summary Statement, and Expenditures & Other Financing Uses.

2016-0261 INTRODUCED BY: DICK GIBBS, COUNCILMAN, DISTRICT III WENDY BENEDETTO, COUNCILWOMAN-AT-LARGE, DIVISION A

RESOLUTION NO. 6236 A resolution to approve a waiver of the required 500' distance from Wingzzzz n Thingzzzz, LLC to protected churches and playgrounds in order to allow the restaurant to apply for a Class A-"R" restaurant permit for alcoholic beverage sales at 1950 B Ormond Boulevard, Destrehan as requested by Melissa Barrios.

WHEREAS, Ordinance No. 16-6-8 amended Chapter 3 Section 3-1 (a) (2) to allow the St. Charles Parish Council to waive the required five hundred foot (500') distance between protected uses and restaurants permitted with a Class A-"R" restaurant permit for alcoholic beverages sales within a certain area on Ormond Boulevard when protected uses offer letters of no objection to such a waiver; and,

WHEREAS, Wingzzzz n Thingzzzz, operated by Melissa Barrios, has requested a waiver of the five hundred foot (500') distance and has supplied the letters of no objection from all protected uses in the area.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, hereby waive the required five hundred foot distance from Wingzzzz n Thingzzzz, located at 1950 Ormond Boulevard, Suite B in Destrehan, to the protected uses in the area: Shriner Ball Fields, The United Methodist Church, and Jesse Duplantis Ministries.

BE IT FURTHER RESOLVED, that the Department of Planning & Zoning shall issue a letter of locational compliance for Class A-"R" restaurant permit for Wingzzzz n Thingzzzz, operated by Melissa Barrios, allowing the business to request an alcoholic beverages business permit through the St. Charles Parish Sheriff.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows: YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER. NAYS: NONE. ABSENT: FISHER-PERRIER.

And the resolution was declared adopted this 18th day of July, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wendy Benedetto
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: [Signature] RECD BY: [Signature]

2016-0272 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6237 A resolution providing supporting authorization to endorse the resubdivision of Parcel SCH-2 of Ashton Plantation into Parcels SCH-2A and SCH-2B Section 6, T13S R21E, with waiver from the requirement that side lot lines be perpendicular to the street in Luling, Zoning District C-3, as requested by Picciola & Associates.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 (as amended) requires a supporting resolution of the Parish Council to waive the requirement that side lot lines be perpendicular to the street; and,

WHEREAS, the applicant requested a waiver of the requirement that side lot lines be perpendicular to the street for proposed Lots SCH-2A and SCH-2B; and,

WHEREAS, the Planning and Zoning Commission at their July 7, 2016 meeting recommended approval of the resubdivision with said waiver. NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, does hereby provide this supporting authorization to endorse the resubdivision of Parcel SCH-2 of Ashton Plantation into Parcels SCH-2A and SCH-2B Section 6, T13S R21E, with waiver from the requirement that side lot lines be perpendicular to the street in Luling, Zoning District C-3, as requested by Picciola & Associates.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows: YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER. NAYS: NONE. ABSENT: FISHER-PERRIER.

And the resolution was declared adopted this 18th day of July, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wendy Benedetto
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: [Signature] RECD BY: [Signature]

2016-0273 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6238 A resolution providing supporting authorization to endorse the preliminary plat approval of Lots 1-66 Ashton Oaks Subdivision being a resubdivision of Robert Elmore and Ella Gassen Tract and the Irby Boudoin Tract in Luling with waiver to the required cul-du-sac at the southern end of the roadway, an additional street stub to the north of the proposed subdivision, and perpendicular or radial side lines for all lots, as requested by JCR Enterprises, LLC.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 (as amended) requires a supporting resolution of the Parish Council to waive the requirement for cul-du-sac, street stubs and perpendicular or radial side lot lines; and,

WHEREAS, the applicant requested a waiver of the requirement to the required cul-du-sac at the southern end of the roadway, an additional street stub to the north of proposed subdivision, and perpendicular or radial side lines for all lots; and,

WHEREAS, the Planning and Zoning Commission at their July 7, 2016 meeting recommended approval of the resubdivision with said waivers.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, does hereby provide this supporting authorization to endorse the preliminary plat approval of Lots 1-66 Ashton Oaks Subdivision being a resubdivision of Robert Elmore and Ella Gassen Tract and the Irby Boudoin Tract in Luling with waiver to the required cul-du-sac at the southern end of the roadway, an additional street stub to the north of the proposed subdivision, and perpendicular or radial side lines for all lots, as requested by JCR Enterprises, LLC.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows: YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER. NAYS: NONE. ABSENT: FISHER-PERRIER.

And the resolution was declared adopted this 18th day of July, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wendy Benedetto
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: [Signature] RECD BY: [Signature]

2016-0274 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6239 A resolution providing mandatory supporting authorization to Frickey Brothers Construction, Inc. to endorse the Planning Board of Commissioners positive recommendation for special permit PZSPU-2016-04 to construct an R-3 use in a C-2 zoning district on Lot 5A, Square 26, Paradis.

WHEREAS, the St. Charles Parish Zoning Ordinance of 1981, Section VI(C)(1)(1)(c)(2) requires a Special Permit Use for R-3 uses in the C-2 zoning district; and,

WHEREAS, at their meeting on July 7, 2016, the St. Charles Parish Planning Board of Commissioners recommended approval.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL provides this resolution in support of the Planning Board of Commissioners decision to permit an R-3 use in a C-2 zoning district as requested in PZSPU-2016-04 by Frickey Brothers Construction, Inc.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows: YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER. NAYS: NONE. ABSENT: FISHER-PERRIER.

And the resolution was declared adopted this 18th day of July, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wendy Benedetto
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: [Signature] RECD BY: [Signature]

2016-0242 RESOLUTION NO. 6240

A resolution to appoint a member to the Civil Service Board. WHEREAS, There exists a vacancy on the CIVIL SERVICE BOARD; due to the expiration of the term of Mr. Ralph Wilderson on August 1, 2016; and,

WHEREAS, It is the desire of the Parish Council to fill this vacancy; and, NOW, THEREFORE, BE IT RESOLVED, that Mr. Ralph M. Wilderson 68 Belle Grove Drive, Destrehan, LA 70047 is hereby appointed to the CIVIL SERVICE BOARD; and,

BE IT FURTHER RESOLVED that said appointment shall be effective AUGUST 1, 2016 and shall expire AUGUST 1, 2019.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows: YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER. NAYS: NONE. ABSENT: FISHER-PERRIER.

And the resolution was declared adopted this 18th day of July, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wendy Benedetto
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: [Signature] RECD BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE. TIFFANY K. CLARK COUNCIL SECRETARY Publish: July 28, 2016

SHERIFF'S SALE

SHERIFF'S SALE SHERIFF'S OFFICE Suit No: (45)81452-C Date: Friday, June 10, 2016 LLOYD J. FRICKEY HUSBAND OF/AND DORCAS DUFRENE FRICKEY

VS KAREN DAVIS HARRIS, WIFE OF/ AND THERON M. HARRIS, SR. 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, MAY 20, 2016, 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, AUGUST 3, 2016, 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 the buildings, improvements thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in DES ALLEMANDS, ST. CHARLES PARISH, LOUISIANA, and according to a survey prepared by Stephen P. Flynn, dated October 16, 2007, entitled "Survey Plot and Resubdivision of Lot 5 A of Lot 73-A-1 of the Sunset Drainage District into Lots herein designated as LOT 5B, 6, 7, 8 and 9 of Lot 73-A-1 of the Sunset Drainage District located in the RANSON TRACT OF THE CO-TEAU DE FRANCE, situated in Section 39, T-14-S, R-20-E, Des Allemands, St. Charles Parish, Louisiana". And a copy of which is recorded in the Clerk of Court of St. Charles Parish at COB 704, folio 293, Entry #338194. Said lot herein conveyed is LOT 5B, and measures as following: Lot 5B measures 50.00' fronting the LA Hwy. 631, has a depth of 154.42' along the line that it share with Lot 4A, and measures 154.53' on the opposite side line and has a rear width of 50'. All as per survey referred to above. Being a portion of the property acquired by Vendors by act recorded in COB 581, folio 4, St. Charles Parish, Louisiana. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of FOURTEEN THOUSAND TWO HUNDRED THIRTY AND 44/100 (\$14,230.44) 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: June 30, 2016 July 28, 2016 GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Corey J. Giroir P.O. Box 87379 13541 Tiger Bend Baton Rouge, LA 70879 225-756-0373 SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S SALE SHERIFF'S OFFICE Suit No: (45)81460-0 Date: Tuesday, June 14, 2016 NITRO GAMING, INC.

VS GAMING SOLUTIONS, LLC 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, MAY 27, 2016, 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, AUGUST 3, 2016, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: TWO CERTAIN LOTS OF GROUND, together with all the buildings and improvements thereon, situated in the Parish of St. Charles, State of Louisiana, in that portion thereof known as James Business Park Extension No. 1, in Section 39, Township 12 South, Range 9 East, designated as follows: Lots 10 and 11 of Square 6, James Business Park Extension No. 1, more fully shown on plan of subdivision made by JJ. Krebs & Sons, Inc., dated October 1, 1981, revised February 11, 1982, and January 19, 1983. (the "Property"). And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of TWO HUNDRED EIGHTY-SIX THOUSAND FIVE HUNDRED EIGHTY-NINE AND 59/100 (\$286,589.59) 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: June 30, 2016 July 28, 2016 ATTORNEY FOR PLAINTIFF: L.J. Frickey 152 Bayou Estates Drive Bayou Gauche, LA 70030 985-758-2936 SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S SALE SHERIFF'S OFFICE Suit No: (45)81485-E Date: Tuesday, June 14, 2016 WELLS FARGO BANK, NA

VS MARY HARRINGTON BUTLER A/K/A MARY H. BUTLER A/K/A MARY BUTLER A/K/A MARY HARRINGTON 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: WEDNESDAY, MAY 25, 2016, 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, AUGUST 3, 2016, 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 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 THAT SUBDIVISION KNOWN AS CHARLES TOWN, BEING A RESUBDIVISION OF A PORTION OF SECTION 40, LOTS 1, 2, 3, & 18, ALMEDIA PLANTATION, T 12 S, R 9 E. ACCORDING TO A PLAN OF SUBDIVISION PREPARED BY J. J. KREBS & SONS, INC., DATED APRIL 12, 1971, AND GIVEN FINAL PARISH APPROVAL ON FEBRUARY 4, 1972, RECORDED IN MAP FILE 67, RECORDS OF ST. CHARLES PARISH, LOUISIANA, SAID PIECE OR

SHERIFF'S SALE

SHERIFF'S SALE SHERIFF'S OFFICE Suit No: (45)81330-E Date: Friday, June 10, 2016 LLOYD J. FRICKEY HUSBAND OF/AND DORCAS DUFRENE FRICKEY

VS LAQUEENA HUNTER WIFE OF/ AND LEROY GROVER 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, MAY 9, 2016, 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, AUGUST 3, 2016, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: TWO (2) CERTAIN LOTS OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, in the town of Des Allemands. Said portion of ground herein conveyed is lying East of Louisiana Highway 631 and West of U.S. Highway 90 in Lot #73 of the Sunset

Legals deadline is Friday at 3 p.m. for the following issue. 985-758-2795

Drainage District located in the Ranson Tract of the Coteau de France, in Section 39, T14 South range 20 East. Said lots of ground herein conveyed is Lot 2B and Lot 3B which is a resubdivision of Lot 73-A-1 into Lots 1A and 2A into Lots 1B, 2B and 3B.

LOT 2B measures 51.65' fronting J. B. Green Road, measures 133.12' along the line that it shares with Lot 1B, measures 120.16' on its opposite sideline which is shares with Lot 3B and has a rear width of 51.84'

LOT 3B measures 51.65' fronting J. B. Green Road, measures 120.16' on the line that it shares with Lot 2B and measures 107.21' on its opposite side line, and has a rear width of 50.00'.

All shown on a map of Riverlands Surveying Company dated September 23, 2009 and recorded in the Records of St. Charles Parish Clerk of Court.

Being the same property acquired by defendants by an Act of Credit Sale recorded in Book 800, folio 164 and mortgage book 1571, page 373, all under entry #396723.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **TWENTY-FOUR THOUSAND ONE HUNDRED EIGHTY-THREE AND 84 / 100 (\$24,183.84) 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: June 30, 2016 July 28, 2016

ATTORNEY FOR PLAINTIFF: L.J. Frickey 152 Bayou Estates Drive Bayou Gauche, LA 70030 985-758-2936 SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S SALE SHERIFF'S OFFICE Suit No: (45)81165-D

Date: Thursday, July 14, 2016 WELLS FARGO BANK, N.A.

VS LIONEL DOSS WILLIAMS, 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: THURSDAY, MARCH 31, 2016, 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, AUGUST 31, 2016, 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 THE RIGHTS, WAYS, PRIVILEGES, SERVITUDES, APPURTENANCES AND ADVANTAGES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN THE TOWN OF LULING, PARISH OF ST. CHARLES, STATE OF LOUISIANA, IN WHAT IS KNOWN AS OAK RIDGE PARK, SECTION 1 WHICH IS A SUBDIVISION OF A PORTION OF SECTION 61, TOWNSHIP 13, RANGE 21 EAST, ACCORDING TO A MAP OF SAID OAK RIDGE PARK SUBDIVISION BY E. M. COLLIER, SURVEYOR, DATED FEBRUARY, 1954, WHICH IS ON FILE IN THE OFFICE OF THE CLERK OF COURT, PARISH OF ST. CHARLES.

LOT 7, BLOCK "B" BEING BOUNDARY BY KINLER AVENUE, BROOKLYN STREET, HACKBERRY LANE AND PAUL FREDRICKS STREET AND MEASURES 70 FEET FRONT ON KINLER AVENUE, SAME WIDTH IN THE REAR BY A DEPTH OF 81.3 FEET BETWEEN EQUAL AND PARALLEL LINES. ALL IN ACCORDANCE WITH SURVEY OF WILTON J. DUFRENE, LAND SURVEYOR, DATED OCTOBER 8, 1984 AND RESURVEYED MARCH 14, 1985, A COPY OF WHICH IS ANNEXED TO PREVIOUS ACT; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **TWENTY-FOUR THOUSAND THREE HUNDRED SIXTY-THREE AND 52 / 100 (\$24,363.52) 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: July 28, 2016 August 25, 2016

ATTORNEY FOR PLAINTIFF: Ethan Hunt 1505 North 19th Street P.O. Box 2867 Monroe, LA 71207-2867 318-388-1440 SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S OFFICE Suit No: (45)81624-C Date: Wednesday, July 13, 2016 WELLS FARGO BANK, N.A. VS JAMIE BALLARD TONEY 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: THURSDAY, JULY 7, 2016, 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, AUGUST 31, 2016, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

THAT CERTAIN LOT 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 the VILLAGE OF PARADIS, PARISH OF ST. CHARLES, STATE OF LOUISIANA, and being a portion of the North Half of Farm Lot no. 9 of the said Village of Paradis. According to a plan of survey by E. M. Collier, Surveyor, dated December 10, 1962, entitled "Survey of Portions of Farm Lots 8 and 9 of the Townsite of Paradis, St. Charles Parish, Louisiana," a copy of which is annexed to an act of exchange between Edmond Gros, et ux and Lou J. Debauutte, et ux, passed before Charles S. Lagarde, Jr. Notary Public on March 25, 1963, and recorded in St. Charles Parish, Louisiana in COB 35, folio 397, the lot of ground herein is designated by the NUMBER ONE (1) has a frontage of seventy-five feet (75') on a street designated on said plan of E. M. Collier as "50' Private Street" by a depth between equal and parallel lines of One Hundred feet (100'), and has a width in the rear of Seventy-five feet (75') Said lot is bounded, in front or on the north by the "50' Private Street", on its easterly side line by Lot 2, on its westerly side line by Farm Lot 10 and in the rear by the remaining portion of Farm Lot 9; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED THIRTY-THREE THOUSAND EIGHT HUNDRED SIXTY-FOUR AND 81 / 100 (\$133,864.81) 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: July 28, 2016 August 25, 2016

ATTORNEY FOR PLAINTIFF: Ethan Hunt 1505 North 19th Street P.O. Box 2867 Monroe, LA 71207-2867 318-388-1440 SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S OFFICE Suit No: (45)81652-C Date: Wednesday, July 13, 2016 JPMORGAN CHASE BANK, NATIONAL ASSOCIATION VS MESHAWN TARVER WIFE OF/ AND DERRICK I. SMITH 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: THURSDAY, JULY 7, 2016, 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, AUGUST 31, 2016, 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 the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Boutte, St. Charles Parish, Louisiana in what is known as Willowdale Subdivision which subdivision is composed of a portion of Section 40, Township 14 South, Range 21 East and Section 43, Township 13 South, Range 21 East, according to a plan by Surveys, Inc., dated February 21, 1968, a copy of which is on file in the office of the Clerk of Court of St. Charles, State of Louisiana, for reference, according to said survey, the Lot herein is fully described as follows:

Lot 26 measures 100 feet front on Weinning Drive, by a depth between equal and parallel lines of 120 feet, with a width in the rear of 100 feet.

Which has the address of 8 Weinning Drive, Luling, Louisiana 70070

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **TWO HUNDRED FOUR THOUSAND FIFTY-NINE AND 84 / 100 (\$204,059.84) 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: July 28, 2016 August 25, 2016

GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Stacy Wheat

639 Loyola Avenue suite 1800 New Orleans, LA 70113 504-522-8256 SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S OFFICE Suit No: (45)81655-C Date: Thursday, July 14, 2016 U.S. BANK NATIONAL ASSOCIATION VS TARA LEIGH TAMBURELLO, 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: WEDNESDAY, JULY 6, 2016, 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, AUGUST 31, 2016, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

FOUR (4) CERTAIN LOTS OF GROUND, together with all the buildings and improvements thereon and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Saint Charles, State of Louisiana, on the left descending bank of the Mississippi River, in what is known as NEW SARPY SUBDIVISION, as per plan of said New Sarpy Subdivision, a copy of which is on file in the office of the Clerk of Court and Ex-Officio Recorder of Conveyances for the Parish of Saint Charles And according to said plan, the one certain lot is designated as Lot Nineteen (19) of Square Twenty-Two (22) and measures twenty (20') feet front by a depth between equal and parallel lines of eighty (80') feet-subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **FORTY-ONE THOUSAND TWO HUNDRED SIXTY-SIX AND 51 / 100 (\$41,266.51) 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: July 28, 2016 August 25, 2016

ATTORNEY FOR PLAINTIFF: Donecia Banks-Miley 1505 North 19th Street, P.O. Box 2867 Monroe, LA 71207-2867 318-388-1440 SCSO-CIV-209-0402

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