

LEGALS

ST. CHARLES PARISH PUBLIC NOTICES



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Parish President
985-783-5000
lcochran@stcharlesgov.net



Terrell D. Wilson
Councilman, District I
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Mary K. Cluluee
Councilwoman, District II
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Councilman, District IV
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Councilwoman, District V
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985-307-0120
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Councilwoman, District VII
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Wendy Benedetto
Councilwoman-At-Large,
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985-307-0350
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Paul J. Hogan
Councilman-At-Large, Division B
985-306-0085
phogan@stcharlesgov.net

PUBLIC NOTICE

ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT

The St. Charles Parish, Zoning Board of Adjustment will meet on December 15, 2016 at 7:00 p.m. at the St. Charles Parish Courthouse, Council Chamber to hear the following cases: **ZBA-2016-26** requested by **Christopher Blouin** to vary the St. Charles Parish Code of Ordinances Appendix A, Section XX.C.2 to reduce the required base flood elevation from AE+7 NAVD to AE+2 NAVD at **333 Luke Dr. Des Allemands**, Zoning District R-1A, Council District 4.
ZBA-2016-27 requested by **Marilyn Bonomo** to vary the St. Charles Parish Code of Ordinances, Appendix A, Section VI.B.1.2.b.2, to reduce the required side setback from 8 ft. to 3 ft. for an attached carport at **25 Bogue Dr. Destrehan**, Zoning District R-1A, Council District 3.
ZBA-2016-28 requested by **Rodney Smith** to vary the St. Charles Parish Code of Ordinances, Appendix A, Section VI.B.1.2.b.2, to reduce the required side setback from 5 ft. to 2 ft. and to vary Section VI.B.2.b.3 to reduce the required rear yard setback from 20 ft. to 14 ft. at **102 Bayou Estates Dr., Des Allemands**, Zoning District R-1A, Council District 4.
ZBA-2016-29 requested by **Rav Labat** to vary the St. Charles Parish Code of Ordinances, Appendix A, Section VI.B.2.b.3 to reduce the required rear yard setback from 20 ft. to 9 ft. for a single family residence and Section X.C.1 to reduce the required side yard setback from 5 ft. to 4.5 ft. for an A/C unit at **106 Lac Segnette Dr., Luling**, Zoning District R-1A, Council District 1.
ALTERNATE DATE: None. In the event the December 15, 2016 Zoning Board of Adjustment public hearing does not happen, all cases will be deferred to the January 19, 2017 public hearing.
PUBLISH 12/1, 12/8, 12/15

PUBLIC NOTICE

ADVERTISEMENT FOR BIDS

The Port of South Louisiana, Parish of Saint John the Baptist, hereby advertises for bids for:

Port of South Louisiana
Partial Reroof of Northside of Pepsi (CRC) Building
FP&C# 36-P21-12-01
Reserve, Louisiana

Description of Basic Work: Scope of work consists of the removal and installation of a new roofing system on the North Side of the lower warehouse building. This includes minor interior work to some damaged purlins and associated items within the warehouse.

Sealed Bids must be received by the Port of South Louisiana, 171 Belle Terre Boulevard, LaPlace, Louisiana 70068, either by mail, hand delivery or electronic bid, **no later than 10:00 AM local time Wednesday, January 4, 2017**. Attn: Paul G. Aucoin, Sealed Bid Enclosed - Partial Reroof of Northside of Pepsi Building, Contractor's License Number and Contractor's name should be printed outside of the sealed bid. Promptly thereafter, the bids will be publicly opened and read aloud at the Port of South Louisiana, 171 Belle Terre Boulevard, LaPlace, Louisiana.

Electronic bids are accepted on the Central Auction House Bidding Website: www.centralauctionhouse.com

Complete Bidding Documents may be examined at the Port of South Louisiana, 171 Belle Terre Blvd., LaPlace, Louisiana 70068 or at www.centralauctionhouse.com

Complete Bidding Documents may be obtained from:

Linfield, Hunter & Junius, Inc.
3608 18th Street
Suite 200
Metairie, Louisiana 70002
Telephone: 504-833-5300
Fax: 504-833-5350
E-mail: sbraquet@lhjunius.com

upon deposit of \$100.00 for each set of documents. Deposit on the first two sets are fully refundable to all bona fide prime Bidders upon return of the documents, in good condition, no later than ten (10) days after receipt of bids. Fifty percent (50%) of the deposit of all other sets of documents will be refunded upon return of documents as stated above.

All bids shall be accompanied by bid security in an amount of five percent (5.0%) of the sum of the base bid and all alternates. The form of this security shall be as stated in the Instructions to Bidders included in the Bid Documents for this project.

The successful Bidder shall be required to furnish a Performance and Payment Bond written as described in the Instructions to Bidders included in the Bid Documents for this project.

A MANDATORY PRE-BID CONFERENCE WILL BE HELD
on Tuesday, December 20, 2016 at 10:00 a.m.
at the Port of South Louisiana - Pepsi (CRC) Warehouse
383 W. 10th Street, Reserve, Louisiana 70084.

Bids shall be accepted from Contractors who are licensed under I.A. R.S. 37:2150-2192 for the classification of **Building Construction**. Bidder is required to comply with provisions and requirements of LA R.S. 38:221(A)(1)(c). No bid may be withdrawn for a period of forty-five (45) calendar days after the actual date of opening thereof. The parties may mutually agree to extend the bid for additional days.

The Owner reserves the right to reject any and all bids for just cause, to waive any and all informalities not involving price, time or changes to the Work, and the right to disregard all nonconforming, unresponsive, unbalanced or conditional bids. In accordance with La. R.S. 38:221(A)(1)(b), the provisions and requirements of this Section, those stated in the advertisement bids, and those required on the bid forms shall not be considered as informalities and shall not be waived by any public entity.

Contractor employees must be able to legally work in the United States - either a U.S. citizen or foreign citizen who has the necessary authorization.

When a project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the granting of lines of credit, or the sale of bonds by the Bond Commission. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is fully executed.

OWNER

BY: Paul G. Aucoin
TITLE: Executive Director

Advertisement Dates:
December 1, 2016
December 8, 2016
December 15, 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 \$56.39 per mini clean up plus actual disposal fees will be assessed, not to exceed then (10) mini-cleanups per property in violation. On property where trash and/or debris accumulation is such that it requires heavy equipment, bulldozer, front-end loaders, etc. a fee of forty two dollars and eight cents (\$46.09) per cubic yard will be assessed. An administration fee of \$35.24 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:

Ole Oddlokken (Bar None)
Lot 1-2 (8 Canyon Lane)
Nature of violation: grass cutting & removal of debris
Joy Kenny (Ormond Country Club Estates)
Lot 505 (230 Danforth Drive)
Nature of violation: grass cutting & removal of debris
Wallace Joseph Cannon (Darensbourg Tract)
Lot 2-3 (289 Killona Drive)
Nature of violation: grass cutting & removal of debris

PUBLISH: December 8, 2016

PUBLIC NOTICE



ST. CHARLES PARISH

LARRY COCHRAN
PARISH PRESIDENT
OFFICE OF THE PARISH PRESIDENT
P.O. BOX 302 - HAHNVILLE, LOUISIANA 70057
(985)783-5000 * Website: www.stcharlesparish-la.gov

SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UP TO:
11:00 A.M., THURSDAY, December 29, 2016

AT THE ST. CHARLES PARISH PROCUREMENT OFFICE, ROOM 3402, P. O. BOX 302, 15045 RIVER ROAD, PARISH COURTHOUSE, 3RD FLOOR PARISH PRESIDENT'S OFFICE, HAHNVILLE, LOUISIANA, 70057, EITHER BY MAIL, HAND DELIVERED OR ON-LINE AT: <https://www.centralbidding.com> FOR:

REPAIR & OR INSTALLATION OF PUMPS, MOTORS, RELATED EQUIPMENT & PLANT MAINTENANCE

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

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

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

ST. CHARLES PARISH PROCUREMENT OFFICE: P. O. BOX 302 HAHNVILLE, LA 70057
BID ADVERTISED: ST. CHARLES HERALD GUIDE December 08, 2016 December 15, 2016

PUBLIC NOTICE

ORDINANCES & RESOLUTIONS TO BE INTRODUCED FOR PUBLICATION & PUBLIC HEARING ON MONDAY, DECEMBER 12, 2016, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE:

2015-0341 (11/28/16, Hogan)
An ordinance to amend the Code of Ordinances for St. Charles Parish, Chapter 11 Health & Sanitation, Article III. Open Outdoor Burning, Section 11-29. Exceptions to prohibition against outdoor burning. (b) to provide specific restrictions for campfires, bonfires, and other fires and to amend Section 11-30. Violations and penalties. (b) to increase the fine for violations and penalties.

2016-0400 (11/28/16, Cochran, G. Dussom)
An ordinance adopting the St. Charles Parish Council Road and Bridges Capital Program Budget for fiscal year 2017 through 2019 in accordance with the Parish Transportation Act.

2016-0402 (11/28/16, Cochran, SCPC)
An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the St. Charles Community C.A.R.E. Center Foundation, Inc. for the provision of services.

2016-0403 (11/28/16, Cochran)
An ordinance approving the re-establishment of a Regional Planning Commission to include the Parishes of St. Charles and St. John the Baptist jointly with the Parishes of Jefferson, Orleans, Plaquemines, St. Bernard, St. Tammany, and Tangipahoa.

2016-0407 (11/28/16, Cochran, D. Foret)
An ordinance to approve and authorize the execution of a Construction Contract with Frickey Brothers Construction, LLC, for the construction of Federal Project No. 22-00929, Rathborne Park Development, Phase II in the amount of \$647,070.95.

2016-0416 (11/28/16, Cochran, G. Dussom)
An ordinance to amend the 2016 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

2016-0417 (11/28/16, Cochran, C. Chiasson, Wilson)
An ordinance to approve and authorize the execution of an Agreement between the State of Louisiana Department of Transportation and Development and St. Charles Parish for the funding of the St. Charles West Bank Levee Multi-Use Path, Phases IV and V, State Project No. H.011801, Federal Aid Project No. H011801.

2016-0418 (11/28/16, Cochran, C. Fauchaux)
An ordinance to approve and authorize the execution of Amendment No. 4 to Ordinance No. 06-12-23, which approved a Professional Services Contract with St. Charles Mosquito Control, Inc. for Mosquito Control Services in St. Charles Parish to exercise the extension provision of said contract.

2016-0419 (11/28/16, Cochran, R. Brou)
An ordinance to amend the Code of Ordinances, Chapter 23, Article I. In General, Section 23-2. Water service charges. III. Charges: to amend No. (3) General fees: by adding Safe Drinking Water Fee \$12.00 annually.

2016-0420 (11/28/16, Cochran)
An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 16-10-2 which approved an Intergovernmental Participation Agreement with Terrebonne Parish Consolidated Government for use of the Terrebonne Parish Juvenile Justice Complex.

PUBLISH: December 1, 8, 2016

PUBLIC NOTICE

ADVERTISEMENT: **PROPOSALS REQUESTED FOR THE PROCESSING OF USDA COMMODITIES FOR THE 2017-18 SCHOOL YEAR**

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

Publication Dates: 1st Printing - December 8, 2016
2nd Printing - December 15, 2016

ST. CHARLES PARISH, TANGIPAHOA PARISH, LIVINGSTON PARISH, WASHINGTON PARISH, CITY OF BOGALUSA, CITY OF ZACHARY, ST. BERNARD PARISH, ORLEANS PARISH, CITY OF BAKER, AND ASCENSION PARISH

REQUEST FOR PROPOSALS

Notice is hereby given that the following School Food Authorities (SFAs); St. Charles Parish, Tangipahoa Parish, Livingston Parish, Washington Parish, City of Bogalusa, City of Zachary, St. Bernard Parish, Orleans Parish, City of Baker, and Ascension Parish will receive sealed proposals at St. Charles Parish School Board Office, Child Nutrition Department, 13855 River Road, Luling, LA 70070 until 9 a.m., Friday, January 13, 2017, for processing of USDA commodity beef, chicken, pork, turkey, eggs, cheese, tomato paste, pollock, flour, and dehydrated potatoes. All product manufacturers must have an approved contract for commodity processing by the Louisiana Department of Agriculture and Forestry, Food Distribution Division prior to submitting a proposal.

All proposals are required to be submitted by either certified or registered mail with a return receipt requested or hand-delivered at which time a receipt will be issued. UPS and Federal Express are acceptable. All proposals shall be submitted in a sealed envelope clearly labeled on the outside **COMMODITY PROCESSING PROPOSAL, January 13, 2017**. Proposals are to be delivered or mailed to:

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

Proposals will be opened and publicly acknowledged at the hour of 9 a.m. on Friday, January 13, 2017 in the Office of Child Nutrition, St. Charles Parish Public Schools, 13855 River Road, Luling, Louisiana.

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

Awards will be based on a variety of factors: nutrient content, processing fees, student taste preferences, finished yields per pound of commodity product, minimum drop requirements, and case size which may affect the cost of storing and distributing the finished product. SFAs reserve the right to reject a proposal and to waive any informally whenever such action is in their best interest.

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

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

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- fax: (202) 690-7442; or
- email: program.intake@usda.gov.

This institution is an equal opportunity provider.

PUBLISH December 8 & 15, 2016

PUBLIC NOTICE



LANCE MARINO
CLERK OF COURT AND EX-OFFICIO RECORDER
PARISH OF ST. CHARLES
1100 BOX 401
HAHNVILLE, LOUISIANA 70057
TELEPHONE (985) 783-5000

December 5, 2016

COMMISSIONERS-IN-CHARGE CLASSES

A course of instruction will be held for all qualified persons who are interested in serving as a Commissioner-in-Charge for Elections to be held in 2017.

These classes will be held in the Clerk of Court's Office in Hahnville on:

Monday, December 12, 2016 at 2:00 p.m.
Tuesday, December 13, 2016 at 6:00 p.m.

ALL CURRENT COMMISSIONERS-IN-CHARGE ARE REQUIRED TO ATTEND ONE OF THESE CLASSES TO BE ELIGIBLE TO SERVE FOR 2017.

The classes are also open to current Commissioners who are interested in serving as a Commissioner-in-Charge and meet the following qualifications:

- Completed a certified Commissioner course
- Be a registered voter in St. Charles Parish
- Must require no assistance in voting
- Must not be a candidate for election to a public office
- Has not been convicted of an election offense
- Be capable to open and close voting machine without assistance
- Be capable to fill out election forms
- Served 3 prior times as a Commissioner

YOU MUST ATTEND ONE OF THESE CLASSES TO BE ABLE TO SERVE AS A COMMISSIONER-IN-CHARGE FOR 2017.

IF YOU HAVE ANY QUESTIONS CONCERNING THESE CLASSES,
PLEASE FEEL FREE TO CALL (985) 783-6632 OR EMAIL agregory@scpcou.net

PUBLISH December 8, 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, NOVEMBER 28, 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.

2016-0383 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING) ORDINANCE NO. 16-11-5

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification of Lot A, New Diamond Subdivision and a Portion of Meyer Town Tract (proposed Lot 1-A, New Diamond Subdivision), located on River Road, Norco, from C-2 and C-3 to M-1 as requested by Dave Morrison for Mix Brothers Tank Services, Inc.

WHEREAS, the property owner requests rezoning the property from C-2 and C-3 to M-1; and, WHEREAS, the St. Charles Parish Department of Planning and Zoning recommended approval of this request and a corresponding change to the Future Land Use Map; and,

WHEREAS, the St. Charles Parish Planning Board of Commissioners recommended approval of the request and a corresponding change to the Future Land Use Map at its regular meeting on November 3, 2016,

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. St. Charles Parish hereby approves an ordinance amending the Zoning Ordinance of 1981, to change the zoning classification of Lot A, New Diamond Subdivision and a Portion of Meyer Town Tract (proposed Lot 1-A, New Diamond Subdivision), Norco, from C-2 and C-3 to M-1 as requested by Dave Morrison for Mix Brothers Tank Services, Inc.

SECTION II. That the St. Charles Parish Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification of Lot A, New Diamond Subdivision and a Portion of Meyer Town Tract (proposed Lot 1-A, New Diamond Subdivision), Norco, from C-2 and C-3 to M-1 as requested by Dave Morrison for Mix Brothers Tank Services, Inc.

SECTION III. That the St. Charles Parish Department of Planning & Zoning is authorized to amend the official St. Charles Parish Future Land Use Map to reclassify the future land use of the property as Light Industrial.

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

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

And the ordinance was declared adopted this 28th day of November, 2016 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature] SECRETARY: [Signature] DLVD/PARISH PRESIDENT: [Signature] APPROVED: [Signature]

PARISH PRESIDENT: [Signature] RETD/SECRETARY: [Signature] AT: 3:15 pm RECD BY: [Signature]

2016-0381 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS) ORDINANCE NO. 16-11-6

An ordinance to approve and authorize the Lafourche Basin Levee District to appropriate the necessary real estate interest to a portion of land designated as Parcel 14-1-R-2 for the Sunset Drainage District Levee in St. Charles Parish, Louisiana, and to authorize the transfer of the necessary funding thereof.

WHEREAS, the Parish of St. Charles has determined a public need to protect the property owners within the Sunset Drainage District from flooding of tidal water of the Gulf of Mexico with the West Bank Hurricane Protection Levee, Sunset Drainage District Levee, Burlington Northern Santa Fe Railroad to LA Highway 306, Paradise & Bayou Gauche, St. Charles Parish, Louisiana, STA. 830+00.00 to 962+07.17 (North) 10+00.00 (South) to 310+00.00 "Project"; and,

WHEREAS, the Parish of St. Charles has entered into a Cooperative Endavour Agreement with the Lafourche Basin Levee District per Ordinance No. 09-8-2 on August 3, 2009 to acquire the necessary real estate interest to construct, operate, and maintain the project; and,

WHEREAS, it is necessary for Lafourche Basin Levee District to acquire the real estate interest from landowners for the Project without delay; and,

WHEREAS, the Parish of St. Charles and the Lafourche Basin Levee District are unable to identify an owner with clear and merchantable title to the real estate designated as Parcel 14-1-R-2; and,

WHEREAS, the potential owners of Parcel 14-1-R-2 include Chevron USA, Inc., St. Charles Parish, the Estate of Roy T. Boteler and Tierney & Associates, Inc. and any other interest as it may appear; and,

WHEREAS, the required real estate cannot be amicably acquired due to title defects which render the title unmerchantable and the Lafourche Basin Levee District is forced to appropriate Parcel 14-1-R-2 to acquire the required interests; and,

WHEREAS, Article 5, Item C of the Cooperative Endavour Agreement states the decision to appropriate shall be at the sole discretion of the Parish of St. Charles; and,

WHEREAS, evidence by written authorization of the Parish President and the transfer of funds required for deposit in the registry of the court prior to filing of the expropriation proceedings; and,

WHEREAS, the fair market value of the required real estate interest to be acquired for the project designated as Parcel 14-1-R-2 has been established as \$7,200 by the higher of two (2) appraisal reports prepared by licensed appraisers and reviewed by an independent third-party licensed appraiser.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That there is hereby a public need for the property designated as Parcel 14-1-R-2 to construct, maintain, and operate the Project.

SECTION II. That the Lafourche Basin Levee District is hereby authorized to appropriate the required real estate interest designated as Parcel 14-1-R-2 since an owner with clear and merchantable title cannot be identified.

SECTION III. That the Parish hereby authorizes the transfer of \$7,200.00 in project funding to the Lafourche Basin Levee District for the expropriation of said property.

SECTION IV. That the Parish President is hereby authorized to execute any and all documents necessary to complete said expropriation on behalf of the Parish of St. Charles. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

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

And the ordinance was declared adopted this 28th day of November, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature] SECRETARY: [Signature] DLVD/PARISH PRESIDENT: [Signature] APPROVED: [Signature]

PARISH PRESIDENT: [Signature] RETD/SECRETARY: [Signature] AT: 3:15 pm RECD BY: [Signature]

2016-0387 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS) ORDINANCE NO. 16-11-7

An ordinance approving and authorizing the execution of Change Order No. 2 for the Willowridge Pump Station Project No. P080905-4A, Willowridge Levee - Phase II, State Project No.H.010102, as part of the West Bank Hurricane Protection Levee Project, to increase the contract amount by \$32,895.00 and increase the contract time by fourteen (14) days.

WHEREAS, Ordinance No. 15-8-5 adopted August 3, 2015, by the St. Charles Parish Council, approved and authorized the execution of a contract with Sealcoy Construction Inc. for the Willowridge Pump Station Project No. P080905-4A, Willowridge Levee - Phase II, State Project No.H.010102, for an increased amount of \$60,059.00 and an increase in contract time by forty three (43) days; and,

WHEREAS, Change Order No. 2 is a result of a change within the scope of the contract to install 85 linear feet (2,550 sq ft) of sheet pile at the discharge basin of the pump station to direct the flow of the discharge water into an existing drainage canal; and,

WHEREAS, the increase in the contract amount of \$32,895.00 is a result of the addition of one (1) bid line item; and,

WHEREAS, the increase in contract time by fourteen (14) days will result in additional days projected to construct the Willowridge Pump Station.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 2 for the Willowridge Pump Station Project No. P080905-4A, Willowridge Levee - Phase II, State Project No.H.010102, as part of the West Bank Hurricane Protection Levee Project, to increase the contract amount by \$32,895.00 and increase the contract time by fourteen (14) days is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Change Order No. 2 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, BELLOCK, FLETCHER, FISHER-PERRIER, NAYS: NONE, ABSENT: WOODRUFF

And the ordinance was declared adopted this 28th day of November, 2016 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature] SECRETARY: [Signature] DLVD/PARISH PRESIDENT: [Signature] APPROVED: [Signature]

PARISH PRESIDENT: [Signature] RETD/SECRETARY: [Signature] AT: 3:15 pm RECD BY: [Signature]

CHANGE ORDER

No. 2 DATE OF ISSUANCE 11/25/16 EFFECTIVE DATE 11/30/16

OWNER: St. Charles Parish CONTRACTOR: Sealcoy Construction Inc. Project: Willowridge Drainage Pump Station

OWNER'S Contract No. P080905-4A State Project No. H.010102 ENGINEER'S Contract No. 12.019 ENGINEER: Burk Klempeter, Inc.

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

Summary: 1. Contractor to drive sheet piles provided by the Owner in the discharge basin to prevent erosion on the property line and ensure flow path to existing natural drainage canal. Contractor to drive sheets using equipment currently on site, no additional cost for mobilization or demobilization.

Description: 1. Delete the Following Work Items: a. N/A 2. Add the Following Work Items: a. New Contract Item 60: Work Change Directive #6

Drive owner provided sheet piles QTY: 2,550 SF, 12.905/SF, Addition of \$ 32,895.00. Total of Added Work Items = +\$32,895.00

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

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

1. Deleted Work Items a. N/A

2. Add Work Items a. Upon commencement of discharge basin work, it was recognized that there was the potential for discharge of pumped water to flow onto the neighboring property. As a precaution to prevent the water from flowing onto the neighboring property, sheet piles were driven along the back of the property line and the west side of the discharge basin to deflect the discharged water from the neighboring property and direct the discharged water into the natural drainage canal per the permit conditions. (WCD #6)

3. Revise Work Item Quantities a. N/A

4. Change in Contract time - Additional 14 days due to the following: a. 14 days to drive sheet piles (WCD #6)

Attachments: Work Change Directive 6

Table with 2 columns: CHANGE IN CONTRACT PRICE and CHANGE IN CONTRACT TIMES. Includes details on original contract price, net increase/decrease, and contract times.

RECOMMENDED BY: [Signature] DATE: 10/26/2016 APPROVED BY: [Signature] DATE: 11/30/16 ACCEPTED BY: [Signature] DATE: 20/10/16

2016-0388 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF LEGAL SERVICES) ORDINANCE NO. 16-11-8

An ordinance to approve and authorize the sale of adjudicated properties at an absolute auction and to declare said adjudicated properties as no longer needed for a public purpose.

WHEREAS, St. Charles Parish continues to expend funds to maintain numerous adjudicated properties; and WHEREAS, St. Charles Parish desires to place these properties back into commerce by offering them at an absolute auction in connection with the Sale of Adjudicated Properties subject to merchantable title.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the adjudicated properties listed on the Exempt Property Assessment Roll for the Parish of St. Charles 2015, attached hereto and made a part hereof, are not needed for a public purpose and the sale of said properties at an absolute auction to the highest bidder is hereby authorized.

SECTION II. That the Parish President is hereby authorized to execute any and all documents required to complete the various Acts of Sale of each adjudicated property, 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, BELLOCK, FLETCHER, FISHER-PERRIER, NAYS: NONE, ABSENT: WOODRUFF

And the ordinance was declared adopted this 28th day of November, 2016 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature] SECRETARY: [Signature] DLVD/PARISH PRESIDENT: [Signature] APPROVED: [Signature]

PARISH PRESIDENT: [Signature] RETD/SECRETARY: [Signature] AT: 3:15 pm RECD BY: [Signature]

Table listing change orders with columns: Word, Parcel Type, Parcel Number, Name, Address. Includes details for various parcels and change orders.

resulting from the negligence of any person other than Contractor, its subcontractors, employees, agents, and assigns.

Section 2. St. Charles Parish's Cooperation. St. Charles Parish shall provide and / or facilitate the transfer of all information, data and property records, necessary or appropriate for the performance of the Services. Property records must be provided at no cost to Contractor in a digital format.

Section 3. Compensation. All Services shall be at Contractor's expense and shall cost the St. Charles Parish no money whatsoever; however, St. Charles Parish: (a) Shall authorize and encode sale related due process and closing costs in the amounts described on Schedule 1 to this Agreement and at the times directed by Contractor, and reimburse Contractor in the amount of such costs for the performance of the applicable portion of the Services by Contractor to St. Charles Parish upon collection; (b) Acknowledges and agrees that the costs set forth on Schedule 1 are the actual costs of the adjudicated property sale process, and closing costs, and are incurred by Contractor; (c) Acknowledges and agrees that once St. Charles Parish removes any cost, it shall not waive the costs for any reason, including, without limitation, as a result of removing a property from a sale for reasons of St. Charles Parish oversight or otherwise and that, in the event that St. Charles Parish waives the collection of the costs, St. Charles Parish shall pay the amount of such costs to Contractor; and (d) in the event a property fails to sell, St. Charles Parish shall pay the amount of such costs to Contractor from proceeds generated from the sale of a different property.

Section 4. Term/Renewal. The term of this Agreement shall be 1 year; it can be canceled at any time and shall commence on the Effective Date and shall continue until the first anniversary of the Effective Date. Unless previously terminated in writing prior to the expiration of the first 1 year term or any extended term, this Agreement shall automatically renew at the end of the first 1 year term and at the end of any extended term for additional and successive one-year periods, with each additional and successive one-year period extending the term of this Agreement; not to exceed 2 additional terms.

Section 5. Miscellaneous. Contractor shall not be deemed an employee, servant, agent, partner or joint venturer of St. Charles Parish but rather shall provide services exclusively as an independent contractor to St. Charles Parish. All software, technology, systems, processes, discoveries, know-how, materials, procedures, concepts, databases, marks, and any and all other intellectual property used or improved upon during the performance of the Services shall be and remain the sole and exclusive property of Contractor. No amendment or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement. This Agreement is entered into for the exclusive benefit of the parties, and the parties expressly disclaim any intent to benefit anyone not a party hereto.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement to be effective as of the Effective Date.

ST. CHARLES PARISH

By: _____
Name: Larry Cochran
Title: Parish President
DATE: _____

ARCHON INFORMATION SYSTEMS, LLC d/b/a CIVICSOURCE*

By: _____
Name: Bryan Barrios
Title: Chief Executive Officer
DATE: _____

SCHEDULE 1

ADJUDICATED PROPERTY SALE SERVICES

Contractor shall perform, administer and otherwise execute on behalf of St. Charles Parish, or cause to be performed, administered and otherwise executed on behalf of St. Charles Parish, all sale related activities relative to properties adjudicated to or land banked by St. Charles Parish

For properties adjudicated to or land banked by St. Charles Parish, Contractor shall: (a) Perform a review, inspection and vetting for recording errors or other procedural deficiencies; and (b) Post to www.Civicsource.com properties deemed preliminarily eligible for sale. The sale process on posted property commences upon receipt of deposit, which an investor can place on any posted property directly through www.Civicsource.com.

For properties receiving a sale-in-lieu deposit, Contractor shall: (a) Perform a 30-year title abstract; (b) Conduct an Attorney title review and prepare a title opinion; (c) Create a listing of all interested parties identified by the title opinion; (d) Prepare and mail all required notices to all interested parties identified by the title opinion; (e) Prepare and post official journal advertisements and interested party general notice publication; (f) Conduct a property inspection; (g) Perform title insurance underwriting work and analysis; (h) Any other research or certifications related to title insurance that assure the completed sale will result in an insurable title for the purchaser; and (i) Where applicable, issue a Title Insurance Commitment.

For properties issued a Title Insurance Commitment, Contractor shall conduct an online public auction at www.Civicsource.com that features: (a) Online bidding, with continuous auctions recurring on the first Wednesday of each month (active properties permitting); (b) Recommended minimum bid thresholds; (c) Online access for adjoining landowners to request an alternative sale process; and (d) Electronic checkout and invoicing following the conclusion of the auction.

For properties sold, Contractor shall provide: (a) HUD-1 settlement statement; (b) Affidavit of Compliance preparation and filing; (c) Non-Warranty Cash Sale Certificate or other deed transfer instrument preparation and filing; (d) Closing documentation preparation; (e) Full closing services; (f) Inscription cancellations; and (g) Policy of owner's title insurance.

PRE-AUCTION DUE PROCESS & CLOSING COSTS

For adjudicated and/or land banked property assigned to Contractor for disposition, the following costs shall be encoded once applicable, as directed by Contractor, in St. Charles Parish's property receivables system and charged to the individual investor who initiates the auction process or to the successful bidder at sale. In the event of a pre-sale redemption, the costs shall be payable by the redeeming party.

Table with 2 columns: Item and Cost. Includes items like Preliminary Property Verification Research, Property Inspection, Title Insurance Underwriting, Closing and Insurance, etc.

2016-0390 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (PUBLIC WORKS DEPARTMENT)

ORDINANCE NO. 16-11-10 An ordinance to approve and authorize the execution of a Multiphase Service Contract with AssetWorks, LLC, for Project Number P160502 for furnishing Software Licensing, Support, and Implementation Services as needed for the Department of Public Works to implement a comprehensive Computerized Maintenance Management System (CMMS) in the amount of \$289,955.00.

WHEREAS, the St. Charles Parish Department of Public Works is actively engaged in extensive efforts to improve operational efficiency & better manage and maintain critical, public utilities, infrastructure, facilities, and drainage structures to best allocate limited resources. The end goal being an overall reduction in the cost of capital. This process is data intensive and requires the necessary polices, leadership, and structure to meet sustainable infrastructure objectives. OWNER desires to procure licensing for the use of a software system that allows administrators to create, modify, adapt, and assign Work to Assets; track and manage infrastructure assets, service requests, work orders, inspection reports and citizen concerns through a centralized database of information; and,

WHEREAS, the St. Charles Parish Department of Public Works solicited Request for Proposals (RFP) to provide a CMMS work order management & asset tracking system. Sealed proposals were received June 28, 2016 and evaluated by an Interdepartmental Team; and,

WHEREAS, the Evaluation Team recommended AssetWorks, LLC, for Contract Award based overall growth potential, management of on-going costs, and their implementation success rate of 100%; and,

WHEREAS, the Computerized Maintenance Management System Project will be broken into a Multi-phase Contract consisting of: Procurement of Software Licensing & Support; System Implementation; and on-going Software Maintenance & Support. The aforementioned Contract will be valid for a period of one (1) year with an optional annual extension for Software Maintenance & Support; and,

WHEREAS, total compensation for the aforementioned Contract may not exceed \$289,955 and will be paid per phase based on satisfactory demonstration.

SECTION I. That the Multi-Phase Service Contract between AssetWorks, LLC, and St. Charles Parish for furnishing Software Licensing, Support, and Implementation Services as required and assigned via task order by the Department of Public Works, and annual Maintenance and Support is hereby approved and accepted.

SECTION II. The Parish President is hereby authorized to execute said Multiphase 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, CLULÉE, GIBBS, BELLOCK, FLETCHER, FISHER-PERRIER NAYS: NONE ABSENT: WOODRUFF

And the ordinance was declared adopted this 28th day of November, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wendy Beauvoir
SECRETARY: [Signature]
DLD/VPARISH PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 2:15 pm RECD BY: [Signature]



DEPARTMENT OF PUBLIC WORKS AND WASTEWATER MULTIPHASE PROJECT CONTRACT

This AGREEMENT made and entered into the 30th day of November, 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 AssetWorks LLC, a Delaware limited liability company, hereinafter called the CONSULTANT. Whereas the OWNER desires to employ the CONSULTANT to provide the Computerized Maintenance Management System (CMMS) titled: AssetWorks Enterprise Asset Management; perform the services needed for successful implementation; and maintain & upgrade the aforementioned software system annually as described herein for Parish Project No. P160502 (CMMS WORK ORDER SOFTWARE DEVELOPMENT). This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. GENERAL

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:

Additional Services - The services to be performed for or furnished to OWNER by CONSULTANT in accordance with Exhibit B & H of this Agreement.

Agreement - This written contract for study and report professional services between OWNER and CONSULTANT, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

Consultants - Individuals or entities having a contract with CONSULTANT to furnish services with respect to this Assignment as CONSULTANT's independent professional associates and consultants, sub-consultants, or vendors.

Customer Portal - CONSULTANT shall furnish OWNER access to their "Customer Portal" for support services. OWNER may utilize Customer Portal to get real-time updates on pending service requests.

Documents - Data, training materials, and other deliverables, whether in printed or electronic media format, provided or furnished by CONSULTANT to OWNER pursuant to this Agreement.

Effective Date - The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

CONSULTANT - The individual or entity named as such in this Agreement.

Laws and Regulations; Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

OWNER - The individual or entity with which CONSULTANT has entered into this Agreement and for which CONSULTANT's services are to be performed.

Customer - The term CUSTOMER is used in place of the word OWNER in CONSULTANT's Standard Agreements which are made part of this Contract as Exhibits defined below.

B. OWNER is engaged in extensive efforts to improve operational efficiency & better manage and maintain critical, public utilities, infrastructure, facilities, and drainage structures to best allocate limited resources. The logic entails that if an asset is not maintained properly, it can fail prematurely; likewise, premature replacement is a wasteful allocation of limited funding.

C. OWNER desires to create an efficient and cost effective maintenance program based on real-world data (obtained through integration of multiple tracking systems), risk, and our policy of continuous improvement. The end goal being an overall reduction in the cost of capital. This process is data intensive and requires the necessary polices, leadership, and structure to meet sustainable infrastructure objectives. OWNER desires to procure licensing for the use of a software system that allows administrators to create, modify, adapt, and assign Work to Assets (by respective hierarchy); track and manage infrastructure assets, service requests, work orders, inspection reports and citizen concerns through a centralized database of information.

D. All applications and system functions prepared or furnished by CONSULTANT are instruments of service, and CONSULTANT retains an ownership and property interest (including the copyright and the right of reuse) in such functions, whether or not the Project is completed. OWNER shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the OWNER, subject to receipt by CONSULTANT of full payment for all services relating to preparation of the documents and subject to the following limitations:

- i. OWNER acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by CONSULTANT, or for use or reuse by OWNER or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by CONSULTANT.
ii. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by CONSULTANT, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT or to its officers, directors, members, partners, agents, employees, and consultants.
iii. Such limited license to OWNER shall not create any rights in third parties.

E. CONSULTANT contracts to provide its clients professional services ("Services") including, without limitation, custom software development, consulting, education, installation, data conversion, training, and software modifications.

F. To the fullest extent permitted by Laws and Regulations, CONSULTANT shall indemnify OWNER, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of United States patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. CONSULTANT will defend, at its own expense, any action brought against OWNER to the extent that it is based on a claim that the software supplied by CONSULTANT infringes a United States patent or copyright and CONSULTANT will pay those costs and damages finally awarded against OWNER in any such action that are attributable to any such claim; provided, such defense and payments are conditional on the following: (1) that CONSULTANT shall be properly notified in writing by OWNER following its receipt of any such claim; (2) that CONSULTANT shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; (3) should the Software become, or in CONSULTANT's opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright, then OWNER shall permit CONSULTANT, at its option and expense, either to (A) procure for OWNER a non-infringing license to use the Software; (B) modify the Software so that it becomes non-infringing; (C) procure for OWNER a depreciated credit for the Software and accept its return. Depreciation shall be an equal amount per year over the lifetime of the Software, which the parties agree shall be five (5) years. CONSULTANT shall have no liability to OWNER under any provision of this clause with respect to any claim of patent or copyright infringement that is based on OWNER's unauthorized use or combination of the Software with software or data not supplied by CONSULTANT as part of the Software.

2. SERVICES OF THE CONSULTANT

A. GENERAL The CONSULTANT agrees to furnish all services required for this project described above. The project will be implemented in phases and the CONSULTANT shall conform to CONSULTANT'S STATEMENT OF WORK, Exhibit B. The CONSULTANT will coordinate all work between the OWNER and all participating agencies and regulating agencies, if needed. The phases are defined as follows:

- i. ACQUISITION OF LICENSING AND SOFTWARE MAINTENANCE | ASSETWORKS
ii. IMPLEMENTATION SERVICES | SYSTEM IMPLEMENTATION ASSISTANCE

B. The SCOPE OF WORK for each phase of the project shall be defined as follows:

i. ACQUISITION OF LICENSING | ASSETWORKS

1. The CONSULTANT's standard SOFTWARE LICENSE AGREEMENT has been included as EXHIBIT A and shall be an Addenda to and become part of this Contract.

2. EXHIBIT A defines the terms of the basis of payment, software technical requirements, and terms for use.

- a. Schedule 1 defines the costs and purpose of each Module purchased under this Agreement.
b. A Schedule of all products available under the AssetWorks Suite will be provided by CONSULTANT at OWNER's request.

3. Except for termination for cause, CONSULTANT hereby grants to OWNER a non-exclusive, royalty-free, perpetual license to use any Licensed Materials that were accessible to the CONSULTANT under the terms of this Agreement. Such use shall be in accordance with the provisions of this Agreement. The means by which Licensee shall have access to such Licensed Materials shall be in a manner and form substantially equivalent to the means by which access is provided under this Agreement.

4. CONSULTANT shall set no limitations on the number of users granted access to nor the number of devices by which the system is accessed.

ii. SYSTEM IMPLEMENTATION SERVICES

1. The System Implementation Assistance phase of the project authorizes the following sub-phases:

- a. Project Management and Planning
b. Requirement Assessment
c. System Setup Services
d. Data Conversion Design Services
e. System Configuration Services
f. System Testing Services
g. Training, Preparation, and Delivery
h. Implementation Support Services.

2. The SCOPE OF WORK for each phase has been defined in the EXHIBIT B, the CONSULTANT'S STATEMENT OF WORK. EXHIBIT B has been included; it shall be an Addenda to and become part of this Contract.

3. A TASK ORDER will be issued for each sub-phase and shall specify the work to be performed (referencing EXHIBIT B), basis of payment (including defining the deliverables required), and timeline requirements for completion.

4. Each Task Order shall become an Addendum to and a part of this Contract; a sample Task Order is shown as EXHIBIT C. Issuance of a Task Order will serve as the OWNER's approval to begin a subsequent sub-phase.

5. Additional implementation services may be authorized under this project via Change and Task Order as required by OWNER in the future to aid other departments in best utilizing the program.

iii. ACQUISITION OF SOFTWARE MAINTENANCE

1. The CONSULTANT's standard SOFTWARE MAINTENANCE AGREEMENT has been included as EXHIBIT D and shall be an Addenda to and become part of this Contract.

2. EXHIBIT D defines the terms of the basis of payment, software technical requirements, and terms for use & service.

3. OWNER'S termination or nonrenewal of Annual Maintenance shall not effect system functionality. However, if annual maintenance is not renewed or is terminated, OWNER shall not be eligible for patches, upgrades, or support services until made current.

C. PERIOD OF SERVICE

i. The CONSULTANT's expected time to complete and produce all deliverables described in the Scope of Work in Section 2B is within 365 calendar days of execution of this AGREEMENT.

- 1. SOFTWARE MAINTENANCE may be renewed annually upon mutual written agreement of both parties and approval by the St. Charles Parish Council.
2. A standard St. Charles Parish Contract Renewal Agreement has been included as EXHIBIT E.
ii. The schedule may be revised as mutually agreed upon by the OWNER and CONSULTANT.

3. CONSULTANT'S COMPENSATION

A. CONSULTANT may submit invoices for payment as deliverables are made available to and if stipulated via Task Order approved by OWNER.

B. Invoices should be mailed to: PUBLIC WORKS DIRECTOR'S OFFICE ATTN: RACHEL WHITENER 100 RIVER OAKS DR. DESTREHAN, LA 70047

C. CONSULTANT'S compensation terms shall vary by project phase as follows:

- i. ACQUISITION OF LICENSING | LUMP SUM
1. Compensation for Software License shall include a 30% discount as stipulated in SCHEDULE 1 (addenda to EXHIBIT A).
a. Remittance shall be LUMP SUM in the amount of \$91,625.00.
b. CONSULTANT may submit an invoice for licensing at Contract Execution for this Agreement.
ii. SYSTEM IMPLEMENTATION ASSISTANCE | LUMP SUM OR TIME AND MATERIALS AS STIPULATED BY TASK ORDER

- 1. CONSULTANT'S compensation for Professional Implementation Assistance Services shall be authorized via Task Order. A sample St. Charles Parish Task Order form has been included herein as Exhibit C.
2. Task orders shall define implementation milestones and/or deliverables that will trigger allowable compensation or shall stipulate that Compensation for Work performed under the task be billed TIME & MATERIALS plus allowable REIMBURSEABLE fees.
3. OWNER reserves the right to dispute any charges for services not deemed acceptable at receipt of invoice.
4. Total compensation for all IMPLEMENTATION ASSISTANCE SERVICES plus reimbursable fees shall not exceed \$172,400.00 without a CHANGE ORDER.

a. A sample CHANGE ORDER has been included as herein as EXHIBIT F.

5. CONSULTANT'S estimated schedule and rate sheet have been included herein as EXHIBIT G.

iii. ACQUISITION OF SOFTWARE MAINTENANCE | ANNUAL SUBSCRIPTION PAID IN ADVANCE

- 1. Annual Software Maintenance and Support shall be due annually in advance.
2. Compensation shall be remitted LUMP SUM in the amount of 20% of the non-discounted software license value.
3. Billing for ANNUAL MAINTENANCE is allowable immediately following execution of this Agreement; subsequent annual billing shall be done in accordance with the provisions in Exhibit D.

D. Total compensation for the completion of the SCOPE OF WORK described in Section 2B & applicable attachments, shall not exceed \$289,955.00.

4. OWNER'S RESPONSIBILITIES

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.

5. TERMINATION

A. This AGREEMENT may be terminated in the event of breach or default by either party upon giving written notice and a thirty (30) day cure period.

B. In the event of termination, CONSULTANT shall be entitled to compensation for all services provided corresponding to a Task Order authorization and an acceptable deliverable, or to a mutually agreed upon amount corresponding to the Percentage of Task completed.

C. In no event shall the fee exceed what is set forth in Section 3D of the AGREEMENT.

D. 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.

6. 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.

7. SUCCESSORS AND ASSIGNS

A. This AGREEMENT is not assignable.

8. INSURANCE

A. The CONSULTANT shall secure and maintain at his expense such insurance that will protect him and the OWNER from claims under the Workers' 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.

i) The standard St. Charles Parish Insurance requirements take precedent in the event that the scope of work does not define specific limitation requirements.

ii) Standard Limitation Requirements are as follows:

(1) Commercial General Liability - \$1,000,000 combined Single Limit per occurrence for bodily injury and property damage;

(2) Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person; \$1,000,000 each occurrence; Property Damage Liability \$1,000,000 each occurrence.

(3) Worker's Compensation Insurance - As required by Louisiana State Statute, exception: Employer's Liability, Section B shall be \$1,000,000 per occurrence when work is to be over water and involves maritime exposure to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

iii) 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.

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

C. All insurance policies are subject to review & approval by the St. Charles Parish Risk Management Department. Based upon the Risk Management assessment, the Owner may at any time provide a written request to the CONSULTANT to purchase the additional insurance required to comply with the minimum coverage requirements as stated herein.

D. Should Risk Management identify a deficiency in compliance, the CONSULTANT shall provide proof of the policy changes within 2 weeks of receipt of the request.

E. Failure to provide a compliant insurance certificate on the part of CONSULTANT or CONSULTANT's right to exclude the CONSULTANT from the Site and exercise the Owner's termination rights.

F. Failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of the CONSULTANT's obligation to obtain and maintain such insurance.

G. 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 L.S.A.-R.S. 23:1061.

9. OTHER

A. To the fullest extent permitted by law, OWNER shall indemnify CONSULTANT, and CONSULTANT'S officers, directors, members, partners, agents, consultants, and employees from reasonable third party claims, costs, losses, and damages arising out of or relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of CONSULTANT or CONSULTANT'S officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions agreed to by OWNER and CONSULTANT in Section 10, "Limitations of Liability," below.

a. CONSULTANT shall indemnify the OWNER against any and all third party 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.

c. To the fullest extent permitted by law, CONSULTANT shall indemnify OWNER, and OWNER'S officers, directors, members, partners, agents, consultants, and employees from reasonable third party claims, costs, losses, and damages arising out of or relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of CONSULTANT or CONSULTANT'S officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions agreed to by OWNER and CONSULTANT in Section 10, "Limitations of Liability," below.

d. The Contract Documents are Complementary; what is required by one is as binding as if required by all. Unless otherwise stipulated by the Contract Documents, the St. Charles Parish Multiphase Contract shall take precedence.

10. LIMITATIONS OF LIABILITY

A. In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred limited to the amount paid to the CONSULTANT; provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.

B. In no event shall either party be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if CONSULTANT has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

11. EXCLUSIVE JURISDICTION AND VENUE

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) pleas 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 [Signature] ST. CHARLES PARISH
By: LARRY COCHRAN
PARISH PRESIDENT

ATTEST [Signature] ASSETWORKS LLC
By: Gordon Smith
Vice President

2016-0391 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT

ORDINANCE NO. 16-11-11 An Ordinance to approve and authorize the execution of Change Order No. 2 for the West Regional Library Renovation located at 105 Lakewood Drive in Luling, to decrease the contract amount by \$4,389.81.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 16-3-3 on March 7, 2016, approving and authorizing the execution of a contract with Dynamic Constructors, LLC, for Project No. P151101, for the renovation of the West Regional Library located at 105 Lakewood Drive in Luling; and,

WHEREAS, it is necessary to adjust the original contract to reflect those items more fully described in Change Order No. 2, said adjustment as recommended by Plus One Design, to decrease the dollar amount by \$4,389.81; and,

WHEREAS, it is the desire of the Parish Council to approve said Change Order No. 2.

SECTION I. That Change Order No. 2 for the West Regional Library Renovation to decrease the contract amount by \$4,389.81 is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Change Order No. 2 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, CLULÉE, GIBBS, BELLOCK, FLETCHER, FISHER-PERRIER NAYS: NONE ABSENT: WOODRUFF

And the ordinance was declared adopted this 28th day of November, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wendy Beauvoir
SECRETARY: [Signature]
DLD/VPARISH PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 2:15 pm RECD BY: [Signature]

AIA Document G701 - 2001

Change Order

PROJECT (Name and address) CHANGE ORDER NUMBER: 602 OWNER: [X]
St. Charles Parish West Regional Library ARCHITECT: [X]
105 Lakewood Dr. Metairie, LA 70001 CONTRACTOR: [X]
105 Lakewood Dr. Metairie, LA 70001 FIELD: []
DYNAMIC CONSTRUCTION CONTRACT DATE: March 15, 2016 OTHER: []
2100 L and A Rd. Metairie, LA 70001 CONTRACT FOR: General Construction

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undesignated amounts attributable to previously executed Construction Change Directives)
Credit for two (2) marker boards for rooms 112 and 118: (\$545.00)
Credit for two (2) marker boards for room 118: (\$545.00)
Credit for two (2) marker boards for room 118: (\$545.00)
Credit for two (2) marker boards for room 118: (\$545.00)
Credit for two (2) marker boards for room 118: (\$545.00)
Provide four (4) PSA light fixtures at each laptop bar for a total of eight (8) new light fixtures: \$4887.50

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.
Architect: [Signature] DATE: 11/21/16
Contractor: [Signature] DATE: 11/21/16
Owner: [Signature] DATE: 11/30/16

2016-0392 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF WASTEWATER) ORDINANCE NO. 16-11-12

An ordinance to approve and authorize the execution of a contract with Sealevel Construction, Inc., for Parish Project No. S141201 Ellington Levee Force Main Relocation with a Base Bid in the amount of \$930,455.00.
WHEREAS, sealed bids were received by St. Charles Parish on October 20, 2016, for Parish Project No. S141201 Ellington Levee Force Main Relocation; and,
WHEREAS, Environmental Engineering Services, Inc., Consulting Engineers for the Project, have reviewed the bids and recommend that the Base Bid in the amount of \$930,455.00 by Sealevel Construction, Inc. be accepted.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the bid of Sealevel Construction, Inc., for the construction of St. Charles Parish Project No. S141201 Ellington Levee Force Main Relocation, be hereby approved and accepted, in the amount of \$930,455.00.

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

And the ordinance was declared adopted this 28th day of November, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DIVISION PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET. SECRETARY: [Signature]
AT: [Signature] RECD BY: [Signature]

SECTION 00500 CONTRACT

This agreement entered into this ___ day of _____, 20___ by Sealevel Construction, Inc., hereinafter called the "Contractor", whose business address is 1069 Highway 3185, Thibodaux, LA 70501, and the St. Charles Parish, hereinafter called the "Owner".

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

ARTICLE 1 STATEMENT OF WORK

- 1.01 Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner;
1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Environmental Engineering Services, Inc.
1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated May 2015, Addenda number(s) 1, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties 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.
1.04 The Work is generally described as follows: Force main from Primrose Pump Station to Cousin's Canal.

ARTICLE 2 ENGINEER

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

ARTICLE 3 CONTRACT TIME

3.01 The Contractor shall complete all of the Work under the Contract within 225 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4 LIQUIDATED DAMAGES

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

ARTICLE 5 CONTRACT PRICE

5.01 The amount to be paid to the Contractor by the Owner for completion of all work Owner will pay and the Contractor will accept in full consideration for the completion of all Work is:
a) (\$930,455.00) Nine Hundred Thirty Thousand Four Hundred Fifty-Five Dollars and No Cents based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6 PAYMENT PROCEDURES

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

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

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

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

ARTICLE 8 CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
a) Contract (Section 00500)
b) Performance Bond (Section 00611)
c) Payment Bond (Section 00610)
d) Insurance Certificates
e) Advertisement for Bids (Section 00010)
f) Louisiana Uniform Public Works Bid Form (Section 00300)
g) Addenda (Number 1 inclusive)
h) Contract documents bearing the general title "Ellington Levee Sewer Force Main Relocation" dated May 2015.
i) Drawings, consisting of a cover sheet dated May 2015 and the sheets listed on Drawing 101; each sheet bearing the following general title: Ellington Levee Sewer Force Main Relocation.
j) General Conditions (Section 00700)
k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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

ARTICLE 9 MISCELLANEOUS

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

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

OWNER: Parish of St. Charles CONTRACTOR: Sealevel Construction, Inc.

By: [Signature] Title: Richard J. Roth, President

By: [Signature] Title: Amanda R. Taylor, Contract Admin.

2016-0156 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
MARY K. CLULEE, COUNCILWOMAN, DISTRICT II
DICK GIBBS, COUNCILMAN, DISTRICT III
WENDY BENEDETTO, COUNCILWOMAN-AT-LARGE, DIVISION A
PAUL J. HOGAN, PE, COUNCILMAN-AT-LARGE, DIVISION B
TERRELL D. WILSON, COUNCILMAN, DISTRICT I
WILLIAM BILLY WOODRUFF, COUNCILMAN, DISTRICT IV
MARILYN B. BELLOCK, COUNCILWOMAN, DISTRICT V
TRACI A. FLETCHER, COUNCILWOMAN, DISTRICT VI
JULIA FISHER-PERRIER, COUNCILWOMAN, DISTRICT VII
ORDINANCE NO. 16-11-13

An ordinance to approve and authorize the execution of a Contract with Pelican Waste and Debris, LLC for Solid Waste Collection Services.

WHEREAS, sealed proposals for said services were received on November 1, 2016 and subsequently evaluated for the option of twice weekly semi-automated rear tipped refuse collection and twice monthly boom truck services; and,
WHEREAS, it is the desire of the Parish Council to accept the lowest proposal for these services, which was submitted by Pelican Waste and Debris, LLC in the amount of \$11.95 per unit per month for twice weekly semi-automated rear tipped refuse collection and twice monthly boom truck services within St. Charles Parish; and,

WHEREAS, contract term for these services is for five (5) years beginning on May 1, 2017 with the option to extend the contract by mutual agreement of the parties.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Proposal of Pelican Waste and Debris, LLC for Solid Waste Collection Services in the amount of \$11.95 per unit per month, be hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute the attached contract documents 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, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: WOODRUFF

And the ordinance was declared adopted this 28th day of November, 2016 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DIVISION PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET. SECRETARY: [Signature]
AT: [Signature] RECD BY: [Signature]

REQUEST FOR STATEMENTS OF QUALIFICATIONS AND COST PROPOSALS

SOLID WASTE COLLECTION 2016



September 29, 2016
15045 River Road Hahnville, Louisiana 70057
SOLID WASTE COLLECTION 2016
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PUBLIC NOTICE
Solid Waste Collection 2016
St. Charles Parish

Request for Statements of Qualifications and Cost Proposals
Sealed Proposals 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, no later than 10:00 a.m. local time on Tuesday November 1, 2016. Promptly thereafter, the Proposals will be publicly opened and read aloud in the Council Chamber of the St. Charles Parish Court House. Submittals shall be made in accordance with instructions in the Proposal Package furnished by St. Charles Parish. The Parish reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make and award in any manner, consistent with law, deemed in the best interest of the Parish.

The Proposal Package (Forms and Instructions) is available to interested parties with preferably 5 years of experience and at least a minimum of 3 years experience. The Proposal Package can be obtained from the St. Charles Parish Department of Public Works and Wastewater, 100 River Oaks Dr., Destrehan, Louisiana. Office hours are Monday - Thursday 7:30 AM to 4:30 PM. Telephone number is 985-783-5102.

A Pre-Proposal Conference to discuss the scope of the work and requirements will be held on Thursday October 13, 2016 at 10:00 a.m. at the St. Charles Parish Department of Public Works and Wastewater, 100 River Oaks Dr., Destrehan, Louisiana.

Each Proposal shall include security in the amount equal to five percent (5%) of the annual proposed amount and in the form of a certified check, cashier's check or properly executed bond.

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 Proposal opening.

St. Charles Parish Council
Larry Cochran, Parish President

Advertisement Source and Dates:
St. Charles Herald Guide
St. Charles Parish Website
Times Playmate
The Advocate

September 29, 2016
October 6, 2016
October 13, 2016

SOLID WASTE COLLECTION 2016
INSTRUCTIONS TO CONTRACTORS

1. RECEIPT AND OPENING OF PROPOSALS
The Parish of St. Charles (the "Parish") invites and will receive Proposals on the forms specified in the Request for Statements of Qualifications and Cost Proposals Solid Waste Collection 2016 Package (RFP package) and submitted according to the instructions detailed in the Submittal Instructions Section. Proposals 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, no later than 10:00 a.m. local time on November 1, 2016. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The envelopes containing the Proposals must be sealed and plainly marked with the name and address of contractor and "St Charles Parish - Proposal for Solid Waste Collection 2016".

2. PREPARATION OF PROPOSAL
All Proposals shall be prepared according to the instructions detailed in the Submittal Instructions Section. All forms and other requested information must be completed in ink or typewritten and in both words and figures when specified for pricing. Contractors must reply on all items listed on Exhibit "C".
If a unit price entered by the Contractor on Exhibit C is to be altered, it shall be crossed out and the new unit price entered above or below it in ink, and initialed by the Contractor.
In case of a discrepancy between the amount shown in numerals and written out in words, the unit prices as written out in words in the Proposal shall govern and any errors found in said numerals shall be corrected.

Each Proposal shall be submitted in a sealed envelope and plainly marked with the name and address of contractor and "St Charles Parish - Proposal for Solid Waste Collection 2016". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another sealed envelope and sent to the address in No. 1 and marked "Sealed Proposal Enclosed - Solid Waste Collection 2016". The Parish may consider irregular or non-prepared and submitted in accordance with the provisions hereof and may waive any irregularities or reject any and all Proposals.

Any Proposal may be withdrawn prior to the above scheduled time for the opening of Proposal or authorized postponement thereof.
Any Proposal received after the time and date specified shall not be considered.

3. PROPOSAL SECURITY AND EVIDENCE OF INSURANCE
Each Proposal shall be accompanied by a Proposal Bond or a certified check of the Contractor drawn on a national bank in the amount equal to five percent (5%) of the Contractor's Annual proposed (based on the price in A.1 and the estimated 18,000 estimated units picked up). This Proposal Bond shall be a guarantee, on the part of the Contractor, that he will if called upon to do so, accept and enter into a contract to do the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment as set forth in Section 12.00 of the General Specifications. Checks and bonds will be returned promptly after the Parish and the selected Contractor have executed a Contract or, if no Contractor's Proposal has been selected within ninety (90) days after the date of the opening of Proposal's upon demand of the Contractor at any time thereafter, so long as he has not been notified of the acceptance of his Proposal.
Each Proposal shall be accompanied by a certificate of insurance evidencing the coverage set forth in Section 11.00 of the General Specifications.

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT
The Contract shall be deemed as having been awarded when formal notice of award shall have been mailed by the Parish to the Contractor by certified mail, return receipt requested.
The Contractor, to whom the Contract shall have been awarded, will be required to execute six (6) original signed copies of documents a, b, d, and e listed in exhibit A within seven (7) days after his receipt of formal notice of award. Failure to deliver these documents will be considered to have abandoned all rights and interests in the award, and Contractor's proposal security may be declared forfeited to the Parish as liquidated damages. The award may then be made to the next best qualified Contractor or the work re-advertised for Proposals.

5. SECURITY FOR PERFORMANCE
The Proposal shall be accompanied with a letter from a corporate surety satisfactory to the Parish stating that a Performance Bond, paid in full, will be furnished by it to the person submitting the Proposal in the event he is the successful Contractor. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney.
The successful Contractor will be required to furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in an amount equal to 50% of the annual contract price, over the term of the Contract. Premium for the performance bond shall be paid by the Contractor along with a certificate from the surety showing that the bond premiums are paid in full.
The surety on the bonds shall be a duly authorized corporate surety company authorized to do business in the State of Louisiana, having an A- or better bond rating in accordance with A.M. Best Rating Classification.

In lieu of a Performance Bond the successful Contractor may provide an Irrevocable Letter of Credit, in a form to be approved by the Parish Attorney, in the amount of 50% of the annual value of the contract over the term of the contract.

6. POWER OF ATTORNEY
Attorneys-in-fact who sign bonds shall file with each bond a certified and effectively dated copy of their power of attorney.

7. SCOPE OF WORK
The work under this Contract shall consist of the items contained in the RFP package including all incidentals necessary to fully complete said work.

9. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Contractor shall be requested of the Parish either in writing or by email. If explanations are necessary, a written reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Contractor on record requesting the RFP package. Every request for such explanation shall be in writing addressed to the St. Charles Parish Department of Public Works and Wastewater, 100 River Oaks Dr., Destrehan, Louisiana, Attn: Chandra Sampney - Contract Monitor or by email to csampney@stcharlesgov.net. Any verbal statements regarding same by any person, previous to the award, shall be unauthoritative and not binding.

Addenda issued prior to date of receipt of Proposals shall become a part of the Contract Documents.

No inquiry received within five (5) days (excluding holidays and weekends) of the date fixed for the submission and opening of Proposals will be given consideration. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, a copy of which will be forwarded to each Contractor on record requesting the RFP package, not later than three (3) days (excluding holidays and weekends) prior to the date fixed for the opening of Proposals.

10. NAME, ADDRESS AND LEGAL STATUS OF THE CONTRACTOR

The Proposal shall be properly signed in ink and the address of the Contractor given. The legal status of the Contractor, whether corporation, partnership, or individual, shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws along with Exhibit B (Authority to Execute Corporate Resolution). Any foreign corporation, LLC, or partnership, shall provide a certificate from the Secretary of State that the corporation/partnership is qualified to do business in Louisiana and is in good standing. Partnerships or individual Contractors are required to state in the Proposal the names of persons interested therein.

The place of residence of each Contractor, or the office address in the case of a firm or company, with Parish and State and telephone number, must be given after his signature.

If the Contractor is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit with his Proposal, legal evidence of his authority to do so.

11. COMPETENCY OF CONTRACTOR

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as a qualified, responsible Contractor. The Parish reserves the right to determine the competence and responsibility of a Contractor from its knowledge of the Contractor's qualifications or from other sources.

In the event that the Parish shall require additional certified supporting data regarding the qualification of the Contractor in order to determine whether he is a qualified, responsible Contractor, the Contractor may be required to furnish any or all of the following information sworn to under oath by him:

- (a) Evidence that the Contractor is capable of commencing performance as required in the Contract Documents.
- (b) Evidence, in form and substance satisfactory to the Parish, that Contractor is a going concern whose management possesses operating experience in the solid waste field.
- (c) Evidence, in form and substance satisfactory to the Parish, that Contractor possesses as a going concern the financial capacities to perform all phases of the work called for in the Contract Documents.
- (d) Such additional information as will satisfy the Parish that the Contractor is adequately prepared to fulfill the Contract.

The Contractor may satisfy any or all of the experience and qualification requirements of this paragraph by submitting the experience and qualifications of its parent organization and subsidiaries of the parent.

12. DISQUALIFICATIONS OF CONTRACTOR

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of his Proposal.

- (a) Evidence of collusion among Contractors.
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standing of workmanship as submitted or from past performance of contracts similar in scope.
- (d) Default on a previous parochial or municipal contract for failure to perform.

13. BASIS OF PROPOSAL

Proposals with respect to refuse collection are solicited on the basis of the rate proposed for Base Proposal (A.1, B.1, and B.2). The rate, as written out in words in the Proposal, shall govern and any errors found will be corrected.

14. QUANTITIES

The Parish estimates that the number of Residential and Commercial Units to be initially serviced under the Contract is 18,000. The Parish estimates that the quantity of refuse generated in St. Charles Parish is approximately thirty-seven thousand (37,000) tons per year. The Parish makes no representation as to the reliability of its estimate for Residential and Commercial Units or refuse generation. However, Unit Price computations for Residential and Commercial Units shall be based upon such estimates.

15. METHOD OF AWARD

The Parish reserves the right not to accept any Proposal or, to reject any or all Proposals, and to waive defects, irregularities, or informalities in a Proposal. In particular, any alteration, erasure or interlineation of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to rejection by the Parish. The Parish intends that the Contract shall be awarded within ninety (90) days following the date Proposals are publicly opened and read.

SOLID WASTE COLLECTION 2016
GENERAL SPECIFICATIONS

1.00 DEFINITIONS

- 1.1 Bags
- 1.2 Boom Truck
- 1.3 Bulky Waste
- 1.4 Bundle
- 1.5 Commercial Refuse
- 1.6 Commercial Unit
- 1.7 Construction Debris
- 1.8 Cart Container
- 1.9 Contract Documents
- 1.10 Contractor
- 1.11 Dead Animals
- 1.12 Disposal Site
- 1.13 Garbage
- 1.14 Hazardous Waste
- 1.15 Parish
- 1.16 Producer
- 1.17 Refuse
- 1.18 Residential Refuse
- 1.19 Residential Unit
- 1.20 Rubbish
- 1.21 Stable Matter
- 1.22 Semi-Automated Solid Waste Collection
- 1.23 Solid Waste
- 1.24 Stable Matter
- 1.25 Term
- 1.26 Trash
- 1.27 White Goods
- 1.28 Yard Waste

2.00 SCOPE OF WORK

3.00 TYPE OF COLLECTION

- 3.1 Service Provided
- 3.2 Location of Containers, Bags and Bundles for Collection
- 3.3 General Description
- 3.4 Quantities Furnished To Bidders
- 3.5 Contractor To Make Examination
- 3.6 Governmental Approvals

4.00 OPERATION

- 4.1 Hours of Operation
- 4.2 Routes of Collection
- 4.3 Holidays
- 4.4 Complaints
- 4.5 Collection Equipment
- 4.6 Office
- 4.7 Hauling
- 4.8 Disposal
- 4.9 Notification
- 4.10 Point of Contact

5.00 COMPLIANCE WITH LAWS

6.00 EFFECTIVE DATE

7.00 NONDISCRIMINATION

8.00 INDEMNITY

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1.00 DEFINITIONS

- 1.1 **Bags** - Plastic or paper sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.2 **Boom Truck** - A truck having a telescopic boom over the frame for lifting heavy items in the solid waste stream that are too large or too heavy to be safely lifted by hand into a traditional garbage truck. Boom trucks have hydraulic booms, fitted with a clamshell bucket and include a dump body or roll off container and outriggers for stability.
- 1.3 **Bulky Waste** - Large items with weights or volumes greater than those allowed for containers. Bulky waste includes automobile parts, (fenders, seats, camper tops and other parts not exceeding 400lbs.) furniture, window air conditioning units, yard waste, construction debris, but excludes dead animals, hazardous waste, and stable matter.
- 1.4 **Commercial Refuse** - All garbage, rubbish, bulky waste, construction debris, and stable matter generated by a Producer at a Commercial Unit.
- 1.5 **Commercial Unit** - Any small place of business including, but not limited to, offices, grocery stores, service stations, restaurants, lounges, amusement centers, etc. located within the boundaries of St. Charles Parish.
- 1.6 **Construction Debris** - Waste building materials resulting from construction, remodeling, repair or small demolition operations (shed, porch, etc.) including concrete, wood, sheetrock, metal, etc. Construction debris under this Contract does not include debris generated from new construction and demolition of primary structure or debris generated by private contractor.
- 1.7 **Container Cart** - A receptacle, provided by the Contractor, of a cart type with wheels and a lid, with a capacity of approximately 90-96 gallons. The actual collection container CART, including the color and wording and/or logo must be approved by the Parish, prior to use. All CARTS used in the current contract shall be acceptable for use under this Contract. All additional CARTS used in this contract shall be new. All CARTS provided under this Contract shall be donated to the Parish of St. Charles at the end of the term of this Contract. The Parish reserves the right to deny the acceptance of any and all CARTS it deems not acceptable for its use. The supplying of, repair and replacement of container CARTS is included in the Proposal price submitted.
- 1.8 **Contract Documents** - The Request for Proposals Instructions to Contractors, addenda or changes to the foregoing documents agreed to by the Parish and the Contractor.
- 1.9 **Contractor** - The person, corporation, partnership, or joint venture performing Refuse Collection under contract with the Parish.
- 1.10 **Curbside** - That portion of the right-of-way immediately adjacent to traveled Parish roadways.
- 1.11 **Dead Animals** - Animals or portions thereof that have expired from any cause, except those slaughtered or killed for human use, excluding horses and cows.
- 1.12 **Disposal Site** - A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of Refuse and Dead Animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.
- 1.13 **Garbage** - Any and all accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter (including, but by no way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter or Yard Waste.
- 1.14 **Hazardous Waste** - Any chemical compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State laws. Residential solid waste normally contains some hazardous wastes; however, household wastes are exempt from federal and state hazardous waste regulations and may be disposed of with household solid waste.
- 1.15 **Parish** - Parish of St. Charles.
- 1.16 **Producer** - An occupant of a Residential or Commercial Unit who generates refuse.
- 1.17 **Refuse** - This term shall refer to Residential Refuse and Commercial Refuse, Bulky Waste, Construction Debris, Stable Matter, and Yard Waste generated at a Residential or Commercial Unit unless the context otherwise requires.
- 1.18 **Residential Refuse** - All Garbage, Rubbish, Bulky Waste, Construction Debris, Stable Matter and Yard Waste generated by a Producer in a Residential Unit.
- 1.19 **Residential Unit** - A dwelling within the limits of the Parish occupied by a person or group of persons. A Residential Unit shall be deemed occupied when water or domestic light and power service is being supplied thereto.
- 1.20 **Rubbish** - All waste wood, wood products, Christmas trees, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof that has parts having a circumference of less than thirty-six inches (36") at the cut line and cut limbs measuring less than six (6) feet in length, printed matter, paper, pasteboard, rags, straw, used and mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.
- 1.21 **Semi-Automated Solid Waste Collection** - Curbside collection of Solid Waste from residential and small business units requiring one (1) truck driver and a minimum of two (2) laborers. Employs a standard collection truck specially fitted with a hydraulic tilt to grab, lift, and tilt standardized collection containers from the rear of the truck. The hydraulic lift is required to dump the containers into the truck and afterwards place the containers back on the ground. The laborers are required to manually retrieve the collection containers and place them to attach to the tilting mechanism. Once the collection container is emptied into the truck, the laborers are then required to place the cart container(s) back in its original position with the lid closed.
- 1.22 **Service Unit** - A Residential or Commercial Unit to which Solid Waste Collection services are provided by the Parish contractor.
- 1.23 **Solid Waste** - Any useless, unwanted or discarded solid material with insufficient liquid content to be free-flowing, that results from domestic, industrial, commercial, agricultural, governmental or community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid waste does not include abandoned or junked vehicles, sewage, sewage treatment residue, earth or material used to fill land in accordance with construction codes, mining residues, slag, and dissolved or suspended solids in industrial wastewater effluents which are not acceptable for disposal in regular sewage treatment systems. Solid waste does not include potential infectious biomedical or hazardous wastes from commercial establishments.
- 1.24 **Stable Matter** - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 1.25 **Term** - The effective dates of this Contract, measured from the full execution by the parties hereto, until such date of expiration as provided herein.
- 1.26 **Trash** - Things that are no longer useful or wanted and that have been thrown away, placed on the ground next to the container cart.
- 1.27 **White Goods** - Discarded refrigerators, ranges, water heaters, freezers, washers, dryers or any other similar large domestic appliances.
- 1.28 **Yard Waste** - All vegetative matter resulting from landscaping, or routine maintenance including tree and shrubbery leaves and limbs, grass clippings and flowers that have parts having a circumference of less than thirty-six inches (36") at the cut line and limbs measuring less than six (6) feet in length.

2.00 SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

3.00 TYPE OF COLLECTION

3.1 Service Provided - General Description

a) The Contractor shall provide quality curbside Semi-automated collection services of Solid Waste, two (2) times a week, for the collection of unlimited Residential Refuse in all of St. Charles Parish provided such refuse is placed out for collection in Carts, acceptable containers or bags, as defined in this agreement. A residential customer may choose to request additional container CARTS and be billed accordingly for each Cart serviced per month.

The Contractor shall also provide refuse collection for trailer parks if necessary. Each trailer is considered a Residential Unit for the purposes of this contract. If curbside collection for trailer parks is not feasible, the Contractor is obliged to collect refuse generated from trailer parks by some other acceptable method. The Contractor will state how such service will be provided below (i.e. dumpster service, on-site collection, back yard, etc.)

b) The Contractor shall also provide curbside collection service for the collection of Commercial Refuse not in excess of one cart container per collection day per Commercial Unit for two-times a week service. Commercial Units producing refuse in excess of the above quantities may choose to request additional Cart containers up to a maximum of five and be billed accordingly for each Cart serviced or must secure other means of refuse collection.

c) The Contractor shall be solely responsible for the purchasing, storage, and distribution of all Solid Waste Semi-automated Collection Container Carts for Residential and Commercial Units. Carts shall be a minimum of 96-gallons with attached lid, and made of durable plastic, or equivalent, and approved by the Parish.

d) The Contractor shall provide a container Cart for each Residential Unit and Commercial Unit served by this contract. It is Contractor responsibility to maintain and repair or replace any carts, as necessary. Contractor shall replace Carts free of charge if damaged during collection operations. Customers requesting additional CARTS for regular collection service shall be provided said Carts and be billed monthly for the appropriate number of Carts per billing unit. Stolen Carts will be replaced upon providing a police report to the Contractor, and each Unit shall be entitled to one free replacement of a stolen CART. Additional stolen Carts must be purchased at a cost of \$61.00 each.

e) The Contractor shall stock a sufficient inventory of Carts so that contractor shall repair, replace damaged or missing Carts, or provide requested new deliveries or additional Carts, within seven (7) calendar days of a request by the Parish or a service Unit.

f) The Contractor shall provide the Parish with daily updated feedback of Cart deliveries, repairs, or replacements as the due dates are reached. (see section 4.5 Complaints)

g) The Contractor shall collect any dead animals from public roads or public right-of-ways when encountered or when requested by the public or by the Parish. Collection of dead animals must be accomplished within twenty-four (24) hours of request.

h) The Contractor will be responsible for cleaning up any spillage resulting from collection activities. Spillages include hydraulic oil, garbage juice or any liquid released from the service truck or miscellaneous trash items. All of the Contractor's vehicles will be equipped with brooms, shovels, and rakes.

i) In no circumstances shall waste collected in other Parishes be commingled with waste collected under this Contract without the written permission of the Parish.

j) Refuse must be collected in front of vacant lots and on the median. For the purpose of this proposal, such refuse is assumed to have been placed out for collection by the resident whose property is closest to such vacant lot or median and thus is not considered as an additional unit in calculating the number of units to be billed. Such refuse does not include refuse generated from the clearance of vacant lots.

k) The Contractor shall provide quality "Boom Truck" service for the collection of Bulky Waste on a regularly scheduled weekly basis as a routed service passing each customer a minimum of twice per month. If the contractor fails to collect the bulky waste within fifteen (15) days and is so notified by the resident or the Parish, the contractor shall make such collections within twenty-four (24) hours of notification.

l) The Contractor shall provide quality service/work defined in this Contract, in a manner which is convenient, safe and free of unnecessary nuisance. Contractor shall not trespass under or private property, shall not allow its collection vehicles to interfere unnecessarily with traffic or other vehicles; shall not allow loaded vehicles to unnecessarily remain standing on roadways, lots, or other areas. All Service/Work shall be performed quietly and in a manner which maximizes efficiency and safety to the public, the Parish, and the contractor.

3.2 **Location of Container Carts, Bags or Trash for Collection** - Each Container Cart or Bags shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled Parish Roadways (including alleys) Container Carts, or Bags shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Container Carts or Bags shall be placed as close as practicable to an access point for the collection vehicle. Container Carts shall be replaced by the laborer collectors to the point or origin in an upright position not obstructing driveways, traffic or mailboxes. The Contractor shall provide assistance to any handicapped customer that is not physically able to place the Container Cart at curbside. In areas of the Parish where Container Carts, bags or trash on the ground cannot physically be placed at curbside, due to obstructions or lack of space, etc., the Contractor shall make accommodations to collect the Container Carts, bags or trash piles.

3.3 **General Description** - The work to be done consists of the acceptance and proper delivery of all refuse generated from the Parish, its agent(s), residents of St. Charles Parish and other public agencies domiciled in St. Charles Parish to the designated landfill.

3.4 **Quantities Furnished To Contractors** - The quantities listed on the Proposal sheet and in the instructions to contractors are for the purpose of comparing proposals only. They may be increased or decreased and do not constitute a warranty or guarantee by the Parish as to the actual quantity disposed of.

3.5 **Contractor To Make Examination** - The Contractor shall make his own examination, investigation and research regarding the proper method of doing the work, all conditions affecting the work to be done, the labor, equipment, sites, facilities and materials needed thereon, and the quantity of the refuse to be performed.

The Contractor assumes the risk of all conditions foreseen or unforeseen and agrees to continue the work without additional compensation, under whatever circumstances which may develop other than as herein provided.

3.6 **Governmental Approvals** - Before the Parish will accept any proposal on the contract, the Parish's office will be provided with copies of any agreements, permits or approvals from any governmental agencies having jurisdiction over the operation of the Contractor's business.

The Contractor shall comply with all lawful police, health, sanitary and other regulations imposed by public bodies having jurisdiction during the term of this contract.

4.00 OPERATION

4.1 **Hours of Operation** - Collection of Refuse shall not start before 5:00 a.m. or continue after 8:00 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the Parish and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.2 **Routes of Collection** - Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the Parish for their approval, which approval shall not be unreasonably withheld. At the request of the Parish President the Contractor shall publish at its expense at least once during each calendar year, a map of such collection routes in the Official Journal of the St. Charles Parish Council and any other newspapers deemed necessary. The published map shall be of such size to clearly show all pertinent information. The Contractor may from time to time propose to the Parish, for approval, changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon the Parish's approval of the proposed changes, the Contractor shall promptly give written or published notice to the affected Units. Contractors may schedule collections six (6) days per week, provided no regular collections are scheduled on Sundays.

4.3 **Holidays** - The following shall be holidays for purposes of this Contract:

- New Year's Day
- Mardi Gras Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at least twice per week. Where a scheduled collection day falls on an observed holiday, the Contractor must make up that collection day within forty-eight (48) hours of that holiday without affecting the normal collection day routes. There shall be no regular scheduled collections established on Sunday. It is also understood that the Contractor shall be allowed to observe Holidays of the Disposal Site Operator.

The Contractor shall be responsible for publicizing, at its expense, changes in collection schedules due to the observation of holidays. The contractor shall precede in the official journal of St. Charles Parish the week immediately preceding the holiday to be observed. Any and all notices must be pre-approved by the Parish prior to publication.

4.4 **Complaints** - The Contractor shall provide an information and complaint intake and resolution system for the purpose of accepting requests/complaint calls directly from service units in St. Charles Parish. This system shall include a telephone line manned by the Contractor during collection hours, including Saturdays, to handle questions regarding waste pick-up schedules, quantities, size limitations, acceptable materials, other services provided, and to register complaints and special waste collection requests. The telephone number, web address, description of service and notification procedures and other information, as pre-approved by the Parish, shall be published at the beginning of the contract in the official journal of the Parish with a minimum advertisement size of 1/4 page. The telephone number shall be listed in the local telephone directory and on the Parish website.

The Contractor may have the capabilities, but not mandated, to access the designated Parish Contract Monitor Call Resolution Tracking Program. The Contractor shall have a road only version for the purpose of tracking and logging complaint calls and follow-up actions. (Contractor must confer with St. Charles Parish Contract Monitor at phone #985-783-5102 in reference to these requirements prior to submittal). The Parish will provide the Contractor with PC, browser, and internet connection requirements. The Contractor must maintain internet access in order to maintain this Contract Monitor Call Resolution Tracking Program.

The Parish shall provide to the Contractor a list of requests/complaints received through the Parish Contract Monitor Call Resolution Tracking Program by 4:00 p.m. each day. The Contractor may obtain this list from the Contract Monitor's Office each day either by telephone, fax, e-mail, and/or personal visit to the Parish.

The Parish Contract Monitor Call Resolution Tracking Program will be used to generate daily, weekly and monthly reports for the purpose of tracking requests and evaluating performance under the terms of the contract. The system will be used for generating comprehensive reports which list all service requests telephoned directly to the Parish from service units in the contracted area. Both the Parish and the Contractor shall have the ability to track all requests/complaints in the Parish Contract Monitor Call Resolution Tracking Program. The Contractor shall submit to the Parish each day either by telephone, fax, e-mail, and/or personal visit to the Parish, resolution feedback as due dates are reached and items are closed out.

All complaints made directly to the Contractor shall be given prompt and courteous attention. It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaint within 24 hours after the Contractor's receipt of the complaint from either the service unit or the Parish, unless otherwise indicated in the contract. In the case of alleged missed/skipped scheduled collection, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse not collected within twenty-four (24) hours after the complaint is received.

The Contractor shall provide to the Parish, within twenty-four hours, with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of Contractor's employees or agents. All claims must be appropriately handled and completed within seven (7) calendar days of the reported complaint.

The Contractor shall replace any damaged mailboxes as a result of actions of Contractor's employees or agents. Replacement mailboxes must be of equal or greater value as the damaged mailbox.

Failure to timely resolve any complaint shall be considered a breach of this Contract and for the purpose of computing damages under the provisions of this Section, the Parish may after twenty-four (24) hours written notice, cure such breach, and thereafter deduct such costs to cure said breach from any payment due or to become due to the Contractor.

Local telephone numbers and mobile phone numbers of key personnel shall be available to the Contract Monitor's Office and Parish officials on a 24-hour/7 days/week basis.

4.5 **Collection Equipment** - The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, clean appearance and in sanitary condition, acceptable to the Parish, at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All collection vehicles shall be of the closed-container

type so as to prevent leakage. All vehicles used for regular collection services shall be solely dedicated for use. In this contract.

- (a) Prior to the starting date of the Contract, the Contractor shall submit to the Parish... (b) The Contractor shall submit a Substitute Truck Plan, which will set up a system for immediate notification and follow-up documentation... (c) All regular collection vehicles used in service under this Contract shall be new and shall be at a designated capacity of less than or equal to 29 cubic yards.

In the event of equipment breakdown, it shall be repaired promptly. If the equipment cannot be repaired promptly, sufficient equipment shall be obtained to properly operate.

The Contractor shall properly protect equipment and place it in the charge of competent operators at all times.

The trucks to be used in collection shall be marked with numbers that are different for each truck and different from the numbers on the trucks used by the Contractor in adjacent parishes.

The numbers shall be shown clearly on each of the four sides of every truck. Each individual digit of the number shall be at least 12 inches high and 6 inches wide and shall be clearly readable.

4.6 Office: The Contractor shall maintain an office or other facilities through which he can be contacted by a local telephone number, by residents of all areas of the Parish. The facilities shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.

The contractor shall notify the parish in writing and with personal visits to the parish of any supervisory changes assigned to the parish. The parish must be notified of said changes prior to the start day of newly assigned supervisors.

4.7 Hauling -All Refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.

4.8 Disposal - All Refuse collected shall be disposed of by the Contractor at the site designated by the Parish. The current disposal site is the River Birch Landfill, 2000 South Kenner Road, Waggaman, La. Should a new disposal site become available the Parish has the right to direct the waste to the new site.

4.9 Notification - The Contractor shall notify all Producers about collection routes, disposal procedures, complaint procedures, regulations and days for scheduled Refuse collection. Whenever garbage or trash is not picked up, a notice shall be placed at the residence and/or business by the Contractor stating the reason the garbage or trash was not picked up.

4.10 Point of Contact- All dealings, contacts, etc. between the Contractor and the Parish shall be directed by the Contractor to the Parish President's designated agent and by the Parish to the Contractor's General Manager

5.00 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the Parish on the subject.

6.00 EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on May 1, 2017.

7.00 NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

8.00 INDEMNITY

The Contractor will indemnify, save harmless, and exempt the Parish, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, penalties, fines, and attorney's fees incident to any work done in performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees; or subcontractors provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Parish and its officers, agents, servants and employees.

9.00 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the Parish and State.

10.00 TERM

The Contract shall be for a five (5) year period beginning May 1, 2017, and ending April 30, 2022. Upon written mutual agreement between the Parish Council and the Contractor, this Contract may be extended for an additional five (5) year period.

11.00 INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 8.00. All insurance shall be by insurers and for policy limits acceptable to the Parish and before commencement of work hereunder the Contractor agrees to furnish the Parish certificates of insurance or other evidence satisfactory to the Parish to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

All insurance shall be placed with insurers that are authorized to do business in Louisiana and have a rating of no less than A in the most current edition of the A.M. Best Insurance Report.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Table with 2 columns: Coverages, Limits of Liability. Rows include Workmen's Compensation (Statutory), Employer's Liability (\$1,000,000), Bodily Injury Liability Except Automobile (\$1,000,000 each occurrence), Property Damage Liability Except Automobile (\$1,000,000 each occurrence), Automobile Bodily Injury Liability (\$1,000,000 each occurrence), Automobile Property Damage Liability (\$1,000,000 each occurrence), Excess Umbrella Liability (\$5,000,000 each occurrence).

Each policy shall name St. Charles Parish as an additional insured and provide a waiver of subrogation in favor of St. Charles Parish. Failure to provide said insurance shall be deemed a material breach of the contract and shall entitle the Parish to immediate termination.

12.00 BOND

12.1 Performance Bond

(a) The Contractor will be required to furnish a corporate surety bond as security for the performance of this Contract. Said surety bond must be in the amount of 50% of the annual value of the Contract.

(b) Premium for the bond described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

(c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Louisiana with a minimum of an A- or better bond rating in accordance with A.M. Best Rating Classification.

(d) In lieu of a Performance Bond the successful Contractor may provide an Irrevocable Letter of Credit, in a form to be approved by the Parish Attorney, in the amount of 50% of the annual value of the contract.

12.2 Power of Attorney - Attorneys-in-fact who sign performance bonds or contract bonds must file with each one a certified and effectively dated copy of their power of attorney.

13.00 BASIS AND METHOD OF PAYMENT

13.1 Rates

(a) For collection services required to be performed pursuant to this Contract, the charges shall not exceed the rates as fixed by the Contract Documents, for the first year of the Contract, and thereafter as adjusted in accordance with paragraph 13.02.

13.2 Modification to Rates

(a) Following the award of the contract but preceding contract signing, the Parish and the Contractor shall mutually count and agree on the number of units that will

be served under this contract and billed to the Parish. The count shall be based on the unit count prepared by the Department of Waterworks, Garbage Billings. Each year the Contractor will submit to the Parish any change in the number of units served. The Parish may accept this count or request a count performed by both the Parish and the Contractor of the total area.

(b) The fees or compensation payable to the Contractor for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), applicable to the New Orleans-Baton Rouge area, published by the U. S. Department of Labor, Bureau of Labor Statistics. Three (3) months after the start of the second year of the agreement and every year thereafter, the fees of compensation shall be increased or decreased by a percentage amount equal to the net percentage change in the CPI or five percent (5%), whichever is less. Beginning with the first month of the second year the net change shall be the difference between the said CPI for the last full month preceding the agreement and the last month of the first year. Subsequent years of the Agreement shall be adjusted annually based upon the net change for the preceding twelve (12) month period. These annual adjustments are to be five percent (5%) or the net change for the CPI, whichever is less. Such adjustments must be requested by the Contractor from the Parish.

(c) The Contractor may petition the Parish Council for rate adjustments at reasonable times on the basis of unusual changes in his cost of doing business, such as revised laws, ordinances, or regulations or change of landfill location; however, no rate adjustments shall be requested within one (1) year of the effective date of the contract.

(d) The Parish may request and be provided with an audit, performed by an Independent Certified Accountant, acceptable to the Parish, of actual expenses as pertaining to this Contract to validate any request for increase in rates that in the Parish's opinion appears to be unusual; or if the Parish believes it is entitled to a lowered charge by virtue of a reduction in cost; said audit to be at the expense of the Contractor. Such audits shall be furnished to the Parish prior to any additional payment made by the Parish as requested by the Contractor. The Parish must request the audit within thirty (30) days of notification of a petition to increase in rates. The Parish shall not require or request an audit for the CPI adjustments noted in Section 13.02(b).

(e) The Contractor may petition the Parish for additional compensation due to larger increases in the amount of waste collected as a result of a hurricane or other disaster.

13.3 Parish to Act as Collector

The Parish shall submit statements to and collect from all Residential and Commercial Units for services provided by the Contractor pursuant to Sections 3.01 (a) and 3.01 (b), including those accounts that are delinquent.

13.4 Delinquent and Closed Accounts

The Contractor shall discontinue Refuse collection service at any Residential Unit as set forth in a written notice sent to it by the Parish. Upon further notification by the Parish, the Contractor shall resume Refuse collection for the next regularly scheduled collection day. The Parish shall indemnify and hold the Contractor harmless for any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the Parish.

13.5 Contractor's Billings to Parish

The Contractor shall bill the Parish for services rendered within ten (10) days following the end of the month and the Parish shall pay the Contractor on or before the 20th day following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the Parish collects from the customer for such service. The Contractor's bill shall have attached a monthly report of all complaints received and their disposition.

14.00 TRANSFERABILITY OF CONTRACT

No Assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the Parish Council which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.

15.00 OWNERSHIP

Title to Refuse and Dead Animals shall pass to the Contractor when placed in the Contractor's collection vehicle, removed by the Contractor from a Container, or removed by Contractor from the customer's premises, whichever last occurs.

16.00 BREACH OF SERVICE

As a breach of the service provided by this contract would cause serious and substantial damages to the Parish and its occupants, and the nature of this contract would render it impractical or extremely difficult to fix the actual damage sustained by the Parish by such breach, it is agreed that in case of breach of service the Parish President's office may elect to collect liquidated damages as specified below and not as a penalty, the amount set forth below, such sums being agreed as the amount which the Parish will be damaged by the breach of such service.

The decision to seek such remedies shall not be construed as a waiver of any legal remedies the Parish may have as to any subsequent breach of service under this contract:

- A truck beginning residential collection prior to 5:00 a.m. or continuing beyond 8:00 p.m. without approval of the Parish-\$100.00 per day per truck.
• Less than 20 missed units on a given route - units missed shall be collected by 11am the next day or contractor will be assessed \$75.00 per unit per day.
• More than 20 missed units on a given route - units missed shall be collected before 1 p.m. the next day will be assessed \$100.00 per unit per day.
• Failure to remove Dead Animals within twenty-four (24) hours of notification from either a Service Unit or Parish - \$75.00 per day.
• Repetition of complaint(s) on a specified route or at a location after notification by Parish or the Service Unit, of spilling, crossing planted area, thrown Carts, Carts blocking driveway, Carts in street, not replacing Carts to the same location on the right-of-way from which it originated in an upright position with lid closed, leaving Solid Waste materials in Carts, or similar violations - \$100.00 each unit per day.
• Failure to collect Bulky Waste and/or Construction Debris from a Service Unit within twenty-four (24) hours of a notification from either the Service Unit or the Parish of a missed collection pickup \$100.00 each unit per day.
• Failure to collect White Goods within twenty-four (24) hours of a notification from either the Service Unit or Parish of a missed collection pickup -\$50.00 each unit per day.
• Failure to provide repairs and/or a replacement Cart for a damaged, stolen or otherwise missing Cart, or an additional Cart, or a new Cart for an added unit within seven (7) calendar days from notification by Parish or Service Unit - \$100.00 each unit per day.

Contractor shall receive notice of such complaints referred to above; said notice shall be provided by, hand delivery, U. S. Mail, fax or electronic mail.

Such liquidated damages as the Parish President shall elect to collect will be deducted from the monthly payments due the Contractor.

If the Contractor fails to provide the refuse collection services required by this agreement for a period in excess of two (2) consecutive scheduled working days, other than times of civil disturbance or an Act of God beyond anyone's control, the Parish may take the following actions:

- (a) Employ such means as it may deem advisable and appropriate to continue work until such matter is resolved and the Contractor is again able to carry out his operations under this contract.
(b) Deduct any and all operating expenses incurred by the Parish from any money then due or to become due the Contractor, collect the amount due, either from the Contractor or surety or both and also to assert a lien on all properties of the Contractor.
(c) If the Contractor is unable, for any cause, to resume performance at the end of three (3) days, all liability of the Parish to the Contractor under this agreement shall cease and the Parish shall be free to negotiate with other Contractors for the operation of said refuse collection services and/or take the actions provided below for bankruptcy, default, breach of contract. Such actions shall not release the Contractor herein of his liability to the Parish for such breach of agreement.
(d) In the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this contract shall immediately terminate and in no event shall this contract be, or be treated as, an asset of the Contractor after adjudication of bankruptcy. If Contractor shall be proven insolvent, or fail in business, this contract may be terminated at the option of the Parish.
(e) All terms, conditions and specifications of the contract are considered material and failure to perform any part of the contract shall be considered a breach of contract. Should Contractor fail to perform any of his contractual obligations the Parish may at its option terminate the contract ten (10) days after written notification to the Contractor to remedy the violation within said time.
(f) In the event of termination of the contract for breach, insolvency, default or application for bankruptcy as specified above, the Parish shall have the rights to forthwith take possession of all of the Contractor's equipment, facilities and records used in performance of this contract.
(i) The Parish shall have the right to retain possession of said equipment, facilities, and records until other such items can be acquired by the Parish for operation of the system or another Contractor is engaged to perform the service.
(ii) The Parish shall have the right at its option to purchase Contractor's equipment and facilities at the depreciated fair market value thereof.
(iii) The Parish shall pay Contractor the reasonable rental value of such equipment and facilities during the same time that it is used by the Parish should the Parish elect not to purchase. Liability of the Parish to the Contractor during this period shall be that of Bailee for hire, ordinary wear and tear specifically exempt from such liability. Should it become necessary for the Parish to employ an attorney to enforce the provisions of this Contract, the Contractor shall be responsible for the payment of reasonable attorney fees.

In the event that it shall become impossible or unlawful for the Contractor to continue the performance of this contract by reason of an Act of God, an act of the Legislature hereinafter passed, or by an act of the Parish Council or by reason of change in the Charter of the Parish or by reason of final order by a court of record in proceedings, not instituted by or acquiesced in by the Contractor, directly or indirectly, and not due to any act or negligence upon the Contractor, the Contractor shall not be liable for damage for consequences arising solely out of such impossibility.

17.00 HIRING PREFERENCE

Contractors are required to give preference in hiring to St. Charles Parish Residents.

18.00 JURISDICTION & VENUE

For all claims arising out of or related to this Contract, Contractor hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the State of Louisiana and expressly waives any (a) plea of jurisdiction based upon Contractor's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

EXHIBIT A

SOLID WASTE COLLECTION 2016 CONTRACT AGREEMENT

THIS CONTRACT, made this day of November 30, 2016, by and between St. Charles Parish, 15045 River Road, P. O. Box 302, Hahnville, Louisiana, 70367, hereinafter called "PARISH" and Pelican Waste and Debris, LLC, 172 N. Lacarpe Cir., Houma, La. 70360 doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreement hereinafter mentioned.

- 1. The CONTRACTOR will commence the collection of Solid Waste for the Parish of St. Charles on May 1, 2017.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the implementation and operation of this Contract as described herein.
3. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum stated therein.
4. The term "CONTRACT DOCUMENTS" includes the following items:
a. Exhibit A Solid Waste Collection 2016 Contract Agreement
b. Exhibit B Solid Waste Collection 2016 Authority to Execute Corporate Resolution or State Certificate
c. Copy of Exhibit C Solid Waste Collection 2016 Contractor Price Proposal
d. Exhibit D Performance Bond and Power of Attorney
e. Insurance Certificate
f. Exhibit E Non-Collusive Affidavit
g. Exhibit F Notice of Award
h. Request for Statements of Qualifications and Cost Proposals Solid Waste Collection 2016 Document(RFP Package)
i. Copy of Contractor Submittal Package
j. ADDENDUM No. 2, Dated Oct 3, 2016, Addendum No. 2, Dated Oct 10, 2016, ADDENDUM No. 3, Dated Oct 20, 2016, Addendum No. 5, Dated Oct 27, 2016, ADDENDUM No. 5, Dated Oct 26, 2016.
5. The PARISH will pay to the CONTRACTOR in the manner and at such times as set forth in the General Specifications such amounts as required by the CONTRACT DOCUMENTS.
6. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (5) copies each of which shall be deemed an original on the date first above written.

ATTEST: [Signature] Name: Larry Cochran Title: Parish President. OWNER: ST. CHARLES PARISH BY: [Signature] Name: Larry Cochran Title: Parish President.

ATTEST: [Signature] Name: Chandra Lamoie Title: Contract Manager. CONTRACTOR: Pelican Waste and Debris, LLC BY: [Signature] Name: Roddie Mathéne Title: General Manager.

EXHIBIT C

SOLID WASTE COLLECTION 2016 CONTRACTOR PRICE PROPOSAL

Proposal of Pelican Waste and Debris, LLC. (A corporation duly organized under the laws of the State of Louisiana)

I, the undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection for the Parish of St. Charles, do hereby offer to perform such services on behalf of the Parish, of the type and quality and conditions set forth in the Contract Documents and RFP Package (the prices expressed in words and figures) hereinafter set forth. All cost items in Base Proposal (A.1, B.1, and B.2) shall be filled in. Recycle Alternate Proposal price is Optional.

Base Proposal: A.1 \$ 11.95 per unit per month for twice weekly semi-automated rear tipped refuse collection services within St. Charles Parish (for approximately 18,000 Residential and Commercial units).

Eleven Dollars and Ninetyfive Cents per unit per month. B.1 \$ 0.66 per unit per month, additional cost added to A.1 to provide all new containers (CART) to all existing and new customers, including collection and disposal of all existing CARTS by the Contractor.

Zero Dollars and Sixtysix Cents per unit per month. B.2 \$ 2.30 per unit per month, additional cost added to A.1 to provide once per week boom truck pick up service for Bulky Waste.

Two Dollars and Thirty Cents per unit per month. Alternate Proposal: A.2 \$ 3.16 per unit per month for one time per week curbside recycling collection services within St. Charles Parish, Dollars and Cents per unit per month.

Three Dollars and Sixteen Cents per unit per month. Bidder must acknowledge all addendums issued: Addendum 1 Date 10/3/16, Addendum 2 Date 10/10/16, Addendum 3 Date 10/20/16, Addendum 4 Date 10/27/16, Addendum 5 Date 10/26/16.

CONTRACTOR: [Signature] PRINCIPAL OFFICE. Address: 172 N. Lacarpe Cir., Houma, La. 70360. PRINT NAME: Roddie Mathéne. Telephone: 985-873-8553. TITLE: General Manager.

EXHIBIT D

SOLID WASTE COLLECTION 2016 RECYCLE SPECIFICATIONS

DEFINITIONS: Producer - An occupant of a Residential or Commercial Unit who generates Refuse or Recyclable materials. Collected Recyclables - Recyclable Materials and Residue collected by Contractor. Commodity - Material that can be sold in a spot or future market for processing and use or reuse. Each commodity shall retain its own identity and be kept separate. Processing Facility - The facility operated by or under contract with Contractor where recyclable materials are stored, processed, and shipped to a firm that recycles the materials. Recyclable Materials - Newspaper, white paper, junk mail, glass, metal food and beverage cans, magazines, catalogs, phone books, corrugated cardboard, plastics, or any other commodity set forth in this Contract. Recycling - The process of extracting useful and reusable materials from refuse and placing those materials in a production process to reuse them to reduce the use of raw or virgin materials. Recycling Containers (CART) - A receptacle, provided by the Contractor, of a cart type with wheels and a lid, with a capacity of approximately 18 gallons. The actual recycling container (CART), including the color and wording and/or logo must be approved by the Parish, prior to use. No contractor logos will be allowed. All CARTS used in this contract shall be new. All CARTS provided under this contract shall become the property of the Parish at the end of the term of this contract, provided that the Parish reserves the right to deny acceptance of any and all CARTS it deems not acceptable for its use. The supplying of, repair and replacement of containers (CARTS) is included in the Proposal price submitted. All repairs, replacement and/or deliveries of CARTS shall be made within seven calendar days. Contractor will be responsible for providing all replacement recycling containers. Contractor shall provide a recycling container (CART) for each Residential Unit and Commercial Unit served by this contract and shall repair and/or replace any carts, as necessary. Customers requesting additional recycling CARTS for regular collection service shall be provided said CARTS and billed monthly for the appropriate number of units. Stolen CARTS will be replaced upon providing a police report to the Contractor, and each unit shall be entitled to one free replacement of a stolen CART. Additional stolen CARTS must be purchased from the Contractor at their cost. Contractor shall keep records of the number of replacement curbside recycling containers delivered, the address where each replacement container was delivered, and the date of delivery. These records shall be provided with the monthly invoice to the Parish. Residue - Material not suitable for recycling that is remaining after recyclable Material is processed for market. SERVICE PROVIDED: Contractor shall once per week collect, process, and market all recyclables from each participating residential or commercial unit within the territorial limits of St. Charles Parish. The recyclable materials shall include: Glass - clear, brown, and green; Plastic - PETE, HDPE; Newsprint - (ONP); White paper & junk mail; Corrugated Cardboard (OCC); Magazines, Catalogs, and Phone books; Steel and Aluminum Cans.

The levels, standards, and requirements of service include the following: Contractor will instruct customers to place their collected recyclables at the curb for collection in the designated recycling container (CART). Contractor shall not collect materials not designated as Recyclable Materials from the residential or commercial units designated herein in conjunction with the Contract. In the event that material not designated as Recyclable Materials are placed in the curbside recycling container by a customer, Contractor shall leave those items in the curbside recycling container along with a printed notification as to why the items were left. The Contractor is responsible for developing the Public Awareness Program. However, under this Contract, the Parish will assist the Contractor in Public Awareness Program efforts. The Contractor will provide the Parish with informational, promotional, and educational material developed for the Public Awareness Program which Contractor shall print and distribute to residential units in the recycling service area. Contractor shall perform these distributions under the direction and to the satisfaction of the Parish. Contractor shall print and distribute informational, promotional, and educational material to each customer in the recycling service area at the initiation of service. Distributed materials shall be placed in plastic bags or other waterproof materials. Informational material distributed to the residences at the start of the Contract shall include, at a minimum, the start date of service, any changes in route or materials collected, acceptable materials, day of collection, and phone number for complaints and questions. Contractor shall also print and distribute Public Awareness Program informational, promotional, and educational materials provided by the Parish to each residential or commercial unit not less than two (2) nor more than four (4) additional times during any one year term of the Contract. The Parish will give Contractor two (2) weeks notice prior of the need for said printing and distribution services. Distributed materials shall be placed in plastic bags or other waterproof containers or may be of waterproof materials. Contractor shall also print and distribute notices to residents and commercial units who place materials not designated as recyclable materials in their curbside recycling container. Contractor shall provide support to the Parish in presentations to civic organizations and church groups, business associations, schools, senior citizen groups, and other interest

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, SEPTEMBER 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, JANUARY 11, 2017, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

That certain lot or parcel of ground, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as Beau Place Estates, Phase 1, per plan of subdivision by Lucien C. Gassen, PLS, dated June 1, 2001, approved by the St. Charles Parish Council by Ordinance No. 01-6-6 on June 18, 2001, which ordinance is filed for record irt St. Charles Parish at COB 587, folio 528, and according to which said lot is designated as Lot 26, said subdivision, having such measurements, dimensions and location as are more fully shown on said plan.

Which has the address of 301 Beau Place Boulevard, Des Allemands, LA 70030

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: TWO HUNDRED ONE THOUSAND ONE HUNDRED NINETY-SIX AND 74 / 100 (\$201,196.74) 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: December 08, 2016

January 05, 2017

ATTORNEY FOR PLAINTIFF:

Lindsay G. Faulkner
3510 N- Causeway Blvd., Ste 600
Metairie, LA 70002
504-831-7726
SCSO-CIV-209-040

PUBLIC NOTICE

"Anyone with information as to the whereabouts of Walter S. Bondos and/or his heirs, successors or assigns, please contact Juanita R. Marino, Attorney 985-764-1193."

Publish December 8 & 15, 2016

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