

**ST. CHARLES PARISH PUBLIC NOTICES**



**Matthew Jewell**  
Parish President  
985-783-5000  
[president@stcharlesgov.net](mailto:president@stcharlesgov.net)



**La Sandra D. Wilson**  
Councilwoman, District I  
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**Michelle O'Daniels**  
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**Bob Fisher**  
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Councilwoman, District VII  
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**Michael A. Mobley**  
Councilman-At-Large,  
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**Holly Fonseca**  
Councilwoman-At-Large,  
Division B  
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**Public Notice**

**ST. CHARLES PARISH**  
PROCUREMENT

SEEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UP TO:  
11:00a.m. - June 24th, 2025

AT THE ST. CHARLES PARISH PROCUREMENT OFFICE, ROOM 3400, 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> PROMPTLY THEREAFTER, THE BIDS WILL BE PUBLICLY OPENED AND READ ALOUD ON THE 2nd FLOOR COUNCIL CHAMBERS OF THE ST. CHARLES PARISH COURTHOUSE. FOR BID #61:

**Bid# 1015- Furnishment & Installation of Playground Equipment for Landry Park.**

DETAILED SPECIFICATIONS MAY BE PICKED UP, MAILED, OR EMAILED BY CONTACTING SAMANTHA PEANCE AT THE PARISH COURTHOUSE (PHONE 985-783-5000) OR AN EMAIL REQUESTED TO [speance@stcharlesgov.net](mailto:speance@stcharlesgov.net). BID RELATED DOCUMENTS MAY BE VIEWED ON-LINE AT <https://www.centralbidding.com>.

ST. CHARLES PARISH RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, IN WHOLE OR IN PART, PURSUANT TO THE LAW.

ST. CHARLES PARISH PROCUREMENT OFFICE  
P. O. BOX 302  
HAHVILLE, LA 70057

BID ADVERTISED:  
ST. CHARLES HERALD GUIDE  
June 5th & 12th, 2025

**Public Notice**

**SECTION 0010**

**ADVERTISEMENT FOR BIDS**

The Parish of St. Charles, hereby advertises bids for construction of raw water intake structure pile bent replacement as follows:

Owner: St. Charles Parish Government, Department of Water Works

Project Title: Raw Water Intake Structure Access Bridge Pile Replacement

Project No.: Project No. WWKS 112

Principal Work Location: 13101 LA Hwy, 18, Luling, Louisiana, 70070

Description of Basic Work: The project involves the replacement of nine existing timber piles with nine new steel piles. The timber piles will be cut two feet below ground level, and new steel piles will be installed to cap the remaining timber piles. Approximately 810 cubic yards (cy) of material will be excavated to remove the existing piles and prepare the site for the new steel piles. The excavated spoil will be temporarily sidcast, reused as backfill, and compacted immediately upon project completion.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at [www.centralbidding.com](http://www.centralbidding.com), no later than **10:00 a.m. local time on Thursday, July 24, 2025**. Promptly thereafter, the bids will be publicly opened and read aloud in the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057 of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, Providence Engineering and Environmental Group LLC, 1297 St. Charles Street, Suite H, Houma, Louisiana, 70360.

A payment of \$125.00 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.38:2212(D).

**Mandatory Pre-Bid Conference:** A **Mandatory Pre-Bid Conference** to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on **Thursday, July 10, 2025 at 10:00 a.m.** at the ST. CHARLES PARISH DEPARTMENT OF WATER WORKS: 403 Milling Avenue; Luling, Louisiana, 70070. Attendance of the Pre-Bid Conference is **Mandatory**.

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

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

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

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

St. Charles Parish Government  
Matthew Jewell, Parish President

Advertisement Source and Dates:

St. Charles Herald Guide  
St. Charles Parish Website  
Central Auction House

Thursday, June 12, 2025  
Thursday, June 19, 2025  
Thursday, June 26, 2025

**Public Notice**

**Public Notice**

**FYI 2024 Housing Preservation Grant Program Application**

St. Charles Parish Department of Community Services will be accepting applications for the Owner-Occupied Housing Rehabilitation through the USDA Housing Preservation Grant (HPG) Program beginning June 1, 2025 through July 31, 2025 at the location below:

**St. Charles Parish Department of Community Services**  
14564 River Road  
New Sarpy, LA. 70078

To **pre-qualify** for the USDA Housing Preservation Grant (HPG), residents of St. Charles Parish must meet the following requirements:

- ~Own and live in the home as their primary residence
- ~Meet very low or low income requirements as established by USDA guidelines
- ~Have hazard insurance (fire and extended coverage)
- ~Have flood insurance if property is located in a designated flood zone

Qualified applicants will be selected on a first come, first serve basis. St. Charles Parish is an equal opportunity provider.

**LIMITED FUNDING AVAILABLE**

St. Charles Parish may also be reached through the LA Relay Communications System at the following numbers:

Information: 1-800-333-0605  
TDD/TTY: 800-846-5277  
Voice: 800-947-5277  
ASCL: 888-550-5277  
Speech-to-Speech: 888-272-5530  
Spanish-to-Spanish: 800-737-1813

This service is free of charge.



**Publish on: June 5 & 12, 2025**

**Public Notice**

SUCCESSION OF SONIA PETIT GUILLOT

29TH JUDICIAL DISTRICT COURT  
PARISH OF ST. CHARLES  
STATE OF LOUISIANA  
NUMBER: P-14,708 DIV: D

**NOTICE TO SELL IMMOVABLE PROPERTY AT PRIVATE SALE**

St. Charles Filed May 24, 2025 1:20 PM  
BRANDIE L. FABRE  
Deputy Clerk of Court  
E-File Received May 24, 2025 1:20 PM

Since the Administrator of the above estate has made application to the court for the sale, at private sale, of the succession's interest in the immovable property described, as follows:

State of Louisiana, Parish of St. Charles  
Luling Heights Subdivision, Sec B  
Lot 131, Square G  
392 Barton Ave, Luling, La. 70070  
LL

The Administratrix has accepted an offer to the Succession to sell to Nathaniel Rogers the above described real estate, for the amount of \$170,000, less the figures agreed to in the Sales Agreement filed in these proceedings to be paid by vendor.

Notice is now given to all parties whom it may concern, including the heirs and creditors of decedent, and of this estate, be ordered to make any opposition which they have or may have to such application, at any time, prior to the issuance of the order or judgment authorizing, approving and homologating that application and that such order or judgment may be issued after the expiration of seven days, from the date of the last publication of such notice, all in accordance with law.

By order of the court,  
*Brandie L. Fabre*  
DEPUTY CLERK

C:\Users\jagard\Desktop\Legal\Notice to Sell\Notice to Sell 6/12/25.pdf

Certified True and Correct Copy  
CertID: 2025062500039

St. Charles Parish  
Deputy Clerk of Court

Generated Date:  
6/29/2025 10:33 AM

Minneapolis, Minnesota (or any of the certified copy may verify LA #10, 14, 15, 17) (per: RYC Rule 3.7(a)(2))

**Publish on: June 5 & 12, 2025**

**Public Notice**

The 5 Star Kustoms/ L.E.J.E.R Productions is applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **19th Annual Family Day in the Park Car, Truck & Bike Show** at the Westbank Bridge Park, 13825 River Road, Luling LA 70070 in the Parish of St. Charles. Alcohol will not be served at this event.

The time of the event:  
Sunday, July 20, 2025, 9am – 6pm

**Publish: June 5 & 12, 2025**

**Public Notice**

"Anyone knowing the whereabouts of **STACEY LYNN BOSSIER**, please contact Attorney, Caitlyn L. Mayer at 504-468-1100 of [caitlyn@bohannan-law.com](mailto:caitlyn@bohannan-law.com)."

**Publish: June 5 & 12, 2025**

**Public Notice**

"Anyone knowing the whereabouts of **Williams Carl Preyer, III** and Avenou Solutions, LLC through its registered agent, Coen Sarwanoke, please contact Attorney Wendy J. Williams at 1308 Paul Maillard Road, P.O. Box 1378, Luling, La. 70070 or call (985) 308-0510. Important property rights involved."

**Publish: June 12 & 19, 2025**

**Public Notice**



**I, Paul J Beebe III**, have been convicted of **Pornography Involving Juveniles**. Date of Conviction: 04/06/2015. My address is: 310 Johnson Street, St. Rose, LA 70087.

RACE: White  
SEX: Male  
DOB: 08/24/1980  
HGT: 5'7"  
WGT: 120  
HAIR COLOR: Brown  
EYE COLOR: Hazel

**PUBLISH: June 12 and 19, 2025**

**Public Notice**



I, William Blanchard Powe, Jr, have been convicted of **Indecent Behavior with Juveniles**, Date of Conviction: 02/11/2010 and 05/24/2010. My address is: 612 Oak St, Norco, LA 70079.

RACE: White  
SEX: Male  
DOB: 03/25/1954  
HGT: 5'10"  
WGT: 190  
HAIR COLOR: Gray  
EYE COLOR: Blue

PUBLISH: June 12 and 19, 2025

**Public Notice**

**ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, JUNE 16, 2025, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:**

**2025-0162** (6/2/25, Jewell, M. Bingham)  
An ordinance to approve and authorize the Parish President to execute an Act of Sale from Anthony J. Zeller, Sr. for the purchase of property designated as Lot 16, Block C, Oak Ridge Park Subdivision (Parcel Assessment No. 103200C00016), for the Kinler and Paul Frederick Roadway and Drainage Improvements.

**2025-0163** (6/2/25, Jewell, M. Bingham)  
An ordinance to approve and authorize the Parish President to execute an Act of Sale from HX3, LLC for a portion of Lot B-41, Boutte Estates Subdivision, bearing municipal address 150 Boutte Estates Drive, Boutte, in the amount of \$5,225.00.

PUBLISH: June 5, 12, 2025

**Public Notice**

**St. Charles Parish Housing Authority  
Public Notice**

**Notice of Availability of the Proposed SCPHA 5 Year Plan, FY2025 Annual Plan and the 2025-2029 Capital Fund Action Plan**

The 1998 Quality Housing and Work Responsibility Act requires St. Charles Parish Housing Authority (SCPHA) to complete and submit Public Housing Agency 5 Year and Annual Plans and 5-Year Capital Fund Action Plans to the U.S. Department of Housing and Urban Development (HUD), and that the public be given the opportunity to provide comments. If there are any material changes to the operations of the agency, SCPHA is required to revise its annual plan.

Beginning on **May 9, 2025**, the St. Charles Parish Housing Authority's proposed **SCPHA 5 Year Plan, FY2025 Annual Plan and the 2025-2029 Capital Fund Action Plan** will be available for review by the general public and can be found at:

St. Charles Parish Housing Authority  
200 Boutte Estates Drive  
Boutte, LA 70039

The Plans may be viewed between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday. To request an alternate format of the Plans, or for general information, you may call Jeridiah Jackson, at (985) 785-2601. An electronic copy of the Plans will also be available for review on the agency's website at [www.scpousingauthority.com](http://www.scpousingauthority.com).

**Notice of 45-Day Public Comment Period  
May 9, 2025 – June 23, 2025**

A 45-day public comment period regarding the Housing Authority's proposed **SCPHA 5 Year Plan, FY2025 Annual Plan and the 2025-2029 Capital Fund Action Plan** will begin on May 9, 2025, and conclude on June 23, 2025. Public comments will be accepted anytime during the 45-day public comment period. Concerned residents should submit their comments to the St. Charles Parish Housing Authority, 200 Boutte Estates Dr., Boutte, LA 70039. Faxed comments may be sent to the St. Charles Parish Housing Authority at (985) 785-6238; or, e-mailed responses may be sent to [jackson@scphousingauthority.com](mailto:jackson@scphousingauthority.com). **Written comments regarding the Plans will be accepted on or before June 23, 2025, and oral comments will be accepted in person at the Public Hearing mentioned below.**

**Notice of Public Hearing – Proposed SCPHA 5 Year Plan, FY2025 Annual Plan and the 2025-2029 Capital Fund Action Plan  
June 24, 2025, 5:00 PM  
St. Charles Parish Court House  
15045 River Road, Hahnville, LA 70057**

A Public Hearing will be held to review and solicit comments from the general public regarding the St. Charles Parish Housing Authority's proposed **SCPHA 5 Year Plan, FY2025 Annual Plan and the 2025-2029 Capital Fund Action Plan**. The hearing will occur on **June 24, 2025, at 5:00 pm** in person at the St. Charles Parish Court House, St. Charles Parish Housing Authority endeavors to make all public meetings accessible to persons with disabilities. If you are a person with a disability and require a reasonable accommodation to participate in programs and services offered by the St. Charles Parish Housing Authority, please contact Jeridiah Jackson at (985)-785-2601.

Jeridiah Jackson  
Executive Director  
St. Charles Parish Housing Authority  
200 Boutte Estates Drive  
Boutte, LA 70039



Publish on: May 22, 29, June 5 & 12, 2025

**Public Notice**

**Notice**

Notice is hereby given, pursuant to Article IV, Section 21(D)(1) of the Louisiana Constitution, that on May 30, 2025, Entergy Louisiana, LLC ("ELL"), a public utility providing retail electric and gas service throughout the State of Louisiana, filed with the Louisiana Public Service Commission ("LPSC") its Formula Rate Plan ("FRP") Rider Schedule FRP Evaluation Report and Workpapers for Test Year 2024.

The filing reflects an earned return on common equity ("EROE") for the 2024 Evaluation Period/Test Year of 9.98%, which is within the approved FRP dead band. Other changes in FRP Revenue driven by increases in the amount of MISO and tax-related credits, additions to Transmission and Distribution plant in service reflected through the Transmission Recovery Mechanism ("TRM") and Distribution Recovery Mechanism ("DRM") as well as a one-time credit for Test Year 2024 earnings above the midpoint of the FRP bandwidth result in a decrease to FRP revenues of approximately \$189 million. The resulting FRP factors to be applied to the respective ELL rate classes effective for customer bills rendered on and after the first billing cycle of September 2025, are as follows:

Ln No.	Rate Class <sup>(1)</sup>	Total ELL FRP Rate Adj. <sup>(2)</sup>
1	RESIDENTIAL	76.1574%
2	SMALL GENERAL SERVICE	69.7932%
3	GENERAL SERVICE	72.3820%
4	MUNICIPAL PUMPING SERVICE	77.3061%
5	LARGE POWER SERVICE	81.3633%
6	HIGH LOAD FACTOR SERVICE	61.0239%
7	LARGE LOAD HIGH LF POWER SERVICE	59.8266%
8	LARGE INDUSTRIAL SERVICE	64.3864%
9	LIGHTING SERVICE	71.0035%

It is estimated that the proposed adjustment in rates will have the following effects upon applicable ELL customers' typical monthly bills: for a Residential customer using 1,000 kWh the bill would decrease by approximately \$4.40; for a Small General Service customer using 50 kW and 12,500 kWh the bill would decrease by approximately \$71.78; for a Large General Service customer using 1,000 kW and 500,000 kWh the bill would decrease by approximately \$1,517.62.

For questions and comments regarding ELL's filing, please call the LPSC toll free at (800) 256-2397. Additionally, the filing, including its attachments may be viewed in the Records Division of the LPSC at the following address:

Records Division  
602 N. Fifth Street, 12<sup>th</sup> Floor  
Baton Rouge, Louisiana 70802  
Telephone: (225) 342-3157

ENTERGY LOUISIANA, LLC  
\$85.80

Publish on: June 12, 2025

**Public Notice**

Notice is hereby given, pursuant to Article IV, Section 21(D)(1) of the Louisiana Constitution and Louisiana Public Service Commission General Order 7-1:2019 (Docket R-34738), that on May 30, 2025, Entergy Louisiana, LLC ("ELL"), a public utility providing retail electric and gas service in various parishes throughout the State of Louisiana, filed with the Louisiana Public Service Commission ("LPSC" or the "Commission") an Application ("Application") seeking, among other things, authorization to implement, over a five-year period, a suite of proposed demand response ("DR") offerings (the "Proposed DR Programs"), a new tariff ("Schedule DRP") providing customer incentive levels to participate in such programs, and associated cost recovery.

The Proposed DR Programs consist of (1) for residential customers: smart thermostat demand response, battery energy storage demand response, and an electric vehicle ("EV") behavioral charging offering; (2) for agricultural customers: an agricultural irrigation load control offering; and (3) for commercial and industrial customers: an aggregated capacity demand response offering. The proposed incentives for each of the programs, which are set forth in Schedule DRP and which include certain upfront and recurring incentives, are as follows:

Customer Class	Offerings	Upfront Incentive
Residential	Bring Your Own Device (BYOD) Thermostat Program	\$50 per device (limit of 2 devices/customer)
Residential	Bring Your Own Device (BYOD) Battery	\$75 per kWh of installed system capacity for the purchase of a new battery (capped at \$1,000 per customer)
Customer Class	Offerings	Recurring Incentive
Residential	Bring Your Own Device (BYOD) Thermostat Program	\$25 per device per calendar year (limit of 2 devices/customer)
Residential	Passive Managed Electric Vehicle (EV) Charging	\$7 per month
Residential	Bring Your Own Device (BYOD) Battery	\$125 per year for each average kW delivered across all events (capped at \$600 per customer per calendar year)
Commercial & Industrial	Aggregated Capacity	Seasonal Incentive: Spring and Summer: \$14.00 per kW of load reduction per season Fall and Winter: \$7.00 per kW of load reduction per season
Commercial & Industrial	Agricultural Load Control Horsepower	Monthly Incentive (June – September)
	10-25	\$50
	26-50	\$100
	51-75	\$200
	76-100	\$250
	101-125	\$350
	126-150	\$450
	151-175	\$550
	176-200	\$650
	Larger HP	Upon Request

The Application requests that the LPSC, among other things (1) find that the Proposed DR Programs, including Schedule DRP, are just and reasonable, consistent with the public interest, and in compliance with the requirements of the Commission's General Order 05-25-2021 (R-35136) dated May 26, 2021, including the provisions of the DR Rule attached to that Order, and (2) approve the total, not-to-exceed amount for the five-year period established for the Proposed DR Programs, as set forth in the Application and its accompanying testimony.

The estimated bill effect of the anticipated costs for the Proposed DR Programs set forth in the Application (which costs include the vendor costs of administering and marketing the Proposed DR programs, customer incentives provided to participants of the Proposed DR Programs, the Evaluation, Measurement, & Verification costs for the Proposed DR Programs, and a proposed utility performance incentive) is, in Year 1 of the term of the Proposed DR Programs, an estimated increase of \$0.19 per month for a residential customer that receives 1,000 kWh of electric service per month, with an annualized typical monthly bill for such a customer increasing from \$143.21 per month to an estimated \$143.40 per month, and increasing annually to, in Year 5 of the Proposed DR Programs, an estimated increase of \$0.67 per month for a residential customer that receives 1,000 kWh of electric service per month, with an annualized typical monthly bill for such a customer in Year 5 increasing from an estimated \$144.88 per month to an estimated \$145.55 per month.

For questions and comments regarding ELL's filing, please call the LPSC toll free at (800) 256-2397. Additionally, the filing, including its attachments, may be viewed in the Records Division of the LPSC at the following address:

Records Division  
602 N. 5<sup>th</sup> Street, 12<sup>th</sup> Floor  
Baton Rouge, Louisiana 70802  
Telephone: (225) 342-3157

ENTERGY LOUISIANA, LLC

\$106.45

Publish on: June 12, 2025

**Public Notice**

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF MAY 19, 2025, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



**St. Charles Parish  
Meeting Minutes  
Parish Council**

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5125  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

Final

**Council Chairman Holly Fonseca  
Councilmembers Michael A. Mobley, La Sandra D. Wilson,  
Heather Skiba, Walter Pilié, Willie Comardelle, Michelle O'Daniels,  
Bob Fisher, Michele deBruier**

Monday, May 19, 2025 6:00 PM Council Chambers, Courthouse

**ATTENDANCE**

Present 8 - Michael A. Mobley, Holly Fonseca, La Sandra D. Wilson, Heather Skiba, Walter Pilié, Willie Comardelle, Michelle O'Daniels, and Michele deBruier  
Absent 1 - Bob Fisher

**Also Present**

Parish President Matthew Jewell, Legal Services Director Cory Cubre, Chief Administrative Officer Mike Palmone, Chief Operations Officer Darin Duha, Public Works Director Miles Bingham, Wastewater Director David deGeneres, Planning & Zoning Director Michael Albert, Mamy Stein, Planning Administrator, Waterworks Director Gregory Gordon, General Government Buildings Facilities Manager Bob Messerly, Eric Zurcher, Public Information Office

**CALL TO ORDER**

**PRAYER / PLEDGE**

Reverend Marilyn Diggs  
Mouriz Zion Community Church, Boutte

**APPROVAL OF MINUTES**

A motion was made by Councilmember Skiba, seconded by Councilmember Comardelle, to approve the minutes from the regular meeting of May 6, 2025. The motion carried by the following vote:

Yea: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and deBruier

Nay: 0

Absent: 1 - Fisher

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

**2025-0140**

In Memoriam: William Jewell Simon, Jr.

Sponsors: Ms. deBruier

Councilwoman deBruier spoke on the matter;  
Chairman Fonseca spoke on the matter.

Read

**2025-0141**

Proclamation: "Alzheimer's and Brain Awareness Month"

Sponsors: Mr. Jewell

Read

**REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)**

**2025-0142**

Department of Planning & Zoning/CZM

Planning & Zoning Director Michael Albert reported on the Planning & Zoning Department and Coastal Zone Management.

Reported

**2025-0143**

Parish President Remarks/Report

**Sponsor:** Mr. Jewell  
 Parish President Matthew Jewell reported.  
 Councilwoman Wilson spoke on the matter.  
 President Jewell spoke on the matter.  
 Public Works Director Miles Bingham spoke on the matter.  
 Chairman Fonseca spoke on the matter.  
 Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FONSECA AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, JUNE 2, 2025, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

**2025-0147**

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, Appendix A, as amended, Section XX, Flood damage prevention. E. Provisions for Flood Hazard Reduction: 2. Specific Standards: a. Residential construction; to allow wet floodproofing residential accessory buildings up to 600 sq. ft.

**Sponsor:** Mr. Jewell and Department of Planning & Zoning  
 Publish/Scheduled for Public Hearing to the Parish Council on June 2, 2025

**2025-0148**

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, Appendix A, as amended, Section VI, Zoning district criteria and regulations., F. Wetlands District: [1.] W-1. Wetlands District: 2. Spatial Requirements: to add spatial requirements.

**Sponsor:** Mr. Jewell and Department of Planning & Zoning  
 Publish/Scheduled for Public Hearing to the Parish Council on June 2, 2025

**2025-0149**

An ordinance approving and authorizing the execution of a Construction Manager at Risk (CMAR) Pre-Construction Services Agreement (Contract) with Woodward Design + Build, LLC, for the Hahnville Branch Library Construction Project, in the amount of \$1,550,000.00.

**Sponsor:** Mr. Jewell and Department of Public Works  
 Publish/Scheduled for Public Hearing to the Parish Council on June 2, 2025

**2025-0151**

An ordinance approving and authorizing the execution of a Contract with Byron E. Talbot Contractor, Inc. for Deputy Jeff G. Watson Dr. Roadway Extension (Project No. P190102), in the amount of \$1,438,242.25.

**Sponsor:** Mr. Jewell and Department of Public Works  
 Publish/Scheduled for Public Hearing to the Parish Council on June 2, 2025

**2025-0152**

An ordinance approving and authorizing the execution of a Contract with Barriere Construction Co., LLC, for the Murray Hill and Destrehan Drive Drainage Improvements (Project No. P201001), in the amount of \$2,112,258.00.

**Sponsor:** Mr. Jewell and Department of Public Works  
 Publish/Scheduled for Public Hearing to the Parish Council on June 2, 2025

**2025-0153**

An ordinance to amend the 2025 Consolidated Operating and Capital Budget, Amendment No. 1, to add revenues and transfers totaling \$33,891,489, an addition of accumulated fund balance of \$16,475,210 and expenditures, including transfers, totaling \$45,075,920 for all Governmental Funds for the purpose of adjusting beginning 2025 fund balances across all funds to match ending 2024 Final Budget balances and to re-apply various construction, architectural/engineering, and other fees unexpended in 2024 for Parish projects that were not completed during 2024 and apply them to 2025.

**Sponsor:** Mr. Jewell and Department of Finance  
 Publish/Scheduled for Public Hearing to the Parish Council on June 2, 2025

**2025-0154**

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 24-6-15, which approved the Professional Services Agreement with Evans-Graves Engineers, Inc., to provide engineering services for the LA 52 Phase 2 (Blueberry Hill - US 90) (Project No. P140201), in the not to exceed amount of \$343,330.00, for a total contract price of \$589,233.00.

**Sponsor:** Mr. Jewell and Department of Public Works  
 Publish/Scheduled for Public Hearing to the Parish Council on June 2, 2025

**ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)**

**2025-0133**

An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for St. Charles Parish West Bank Library Hurricane Ida Repairs. (Project No. LR211105), to decrease the contract amount by \$2,500.00.

**Sponsor:** Mr. Jewell and General Government Buildings  
 Reported:  
 General Government Buildings Recommended: Approval  
 General Government Buildings Facilities Manager Bob Messery spoke on the matter.  
 Public Hearing Requirements Satisfied

**VOTE ON THE PROPOSED ORDINANCE**

Yea: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and deBruier  
 Nay: 0  
 Absent: 1 - Fisher  
 Enactment No. 25-5-8

**2025-0134**

An ordinance approving and authorizing the execution of a Professional Services Agreement with Waggoner Engineering, Inc., to perform engineering services for the Westbank Lift Station Rehab (Project No. S260401), in the amount not to exceed \$239,530.00.

**Sponsor:** Mr. Jewell and Department of Wastewater  
 Reported:  
 Wastewater Department Recommended: Approval  
 Wastewater Director David deGeneres spoke on the matter.  
 Public Hearing Requirements Satisfied

Council Discussion  
 Mr. deGeneres spoke on the matter.  
 Parish President Matthew Jewell spoke on the matter.

**VOTE ON THE PROPOSED ORDINANCE**

Yea: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and deBruier  
 Nay: 0  
 Absent: 1 - Fisher  
 Enactment No. 25-5-9

**2025-0137**

An ordinance approving and authorizing the execution of a Contract with Barriere Construction Co., L.L.C. for the LA 18 Cast Iron Water Main Replacement, Phase III (Project No. WWKS 113), in the amount of \$779,876.10.

**Sponsor:** Mr. Jewell and Department of Waterworks  
 Reported:  
 Waterworks Department Recommended: Approval  
 Waterworks Director Gregory Gordon spoke on the matter.  
 Public Hearing Requirements Satisfied

**VOTE ON THE PROPOSED ORDINANCE**

Yea: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and deBruier  
 Nay: 0  
 Absent: 1 - Fisher  
 Enactment No. 25-5-10

**2025-0138**

An ordinance approving and authorizing the execution of a Professional Services Agreement with McKim & Creed, Inc., to perform engineering services for the Oak Street Pump Station Improvements (Project No. P241104), in the lump sum amount of \$89,500.00.

**Sponsor:** Mr. Jewell and Department of Public Works  
 Reported:  
 Public Works Department Recommended: Approval  
 Public Works Director Miles Bingham spoke on the matter.  
 Public Hearing Requirements Satisfied

Council Discussion  
 Mr. Bingham spoke on the matter.  
 Parish President Matthew Jewell spoke on the matter.

**VOTE ON THE PROPOSED ORDINANCE**

Yea: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and deBruier  
 Nay: 0  
 Absent: 1 - Fisher  
 Enactment No. 25-5-11

**2025-0139**

An ordinance approving and authorizing the execution Amendment No. 1 to Ordinance No. 23-7-6, which approved the Professional Services Agreement with Shread-Kyrkendall & Associates, Inc. for the engineering services for the Engineers and Good Hope Canals Pipeline Location Investigation (Project No. P230402), in the lump sum amount of \$110,305.00.

**Sponsor:** Mr. Jewell and Department of Public Works  
 Reported:  
 Public Works Department Recommended: Approval  
 Public Works Director Miles Bingham spoke on the matter.  
 Public Hearing Requirements Satisfied

Council Discussion  
 Mr. Bingham spoke on the matter.

**VOTE ON THE PROPOSED ORDINANCE**

Yea: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and deBruier  
 Nay: 0  
 Absent: 1 - Fisher  
 Enactment No. 25-5-12

**PERSONS TO ADDRESS THE COUNCIL**

**2025-0144**

Mr. Kent Chambliss: U.S. Nuclear Regulatory Commission 2024 Assessment of Waterford, Unit 3  
 Heard

**RESOLUTIONS**

**2025-0146**

A resolution requesting the Louisiana Attorney General render an Opinion as to whether a member of the St. Charles Parish Housing Authority may serve as a member of the St. Charles Parish Planning & Zoning Commission simultaneously.

**Sponsor:** Mr. Pilié  
 Reported:  
 Councilman Pilié Recommended: Approval  
 Councilman Pilié spoke on the matter.

Legal Services Director Corey Oubre spoke on the matter.  
 Public comment opened, no public comment

**VOTE ON THE PROPOSED RESOLUTION**

Yea: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and deBruier  
 Nay: 0  
 Absent: 1 - Fisher  
 Enactment No. 6828

**2025-0150**

A resolution to adopt the 2025 update to the St. Charles Parish 2020 Floodplain and Stormwater Management Program for Public Information.

**Sponsor:** Mr. Jewell and Department of Planning & Zoning  
 Reported:  
 P & Z Department Recommended: Approval  
 Marry Stok, Planning Administrator spoke on the matter.

Public comment opened, no public comment

Council Discussion  
 Ms. Stein spoke on the matter.  
 Parish President Matthew Jewell spoke on the matter.

**VOTE ON THE PROPOSED RESOLUTION**

Yea: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and deBruier  
 Nay: 0  
 Absent: 1 - Fisher  
 Enactment No. 6829

**APPOINTMENTS**

**2025-0117**

A resolution appointing Ms. Karen Raymond to the Hospital Service District No. 1, Parish of St. Charles.

**VOTE ON THE APPOINTMENT OF MS. KAREN RAYMOND**

Yea: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and deBruier  
 Nay: 0  
 Absent: 1 - Fisher  
 Enactment No. 6830

**2025-0118**

A resolution appointing Ms. Pamela Smith to the Hospital Service District No. 1, Parish of St. Charles.

**VOTE ON THE APPOINTMENT OF MS. PAMELA SMITH**

Yea: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and deBruier  
 Nay: 0  
 Absent: 1 - Fisher  
 Enactment No. 6831

**2025-0119**

A resolution appointing Mr. Randy Petit, Jr. to the St. Charles Parish Planning & Zoning Commission as the District II Representative.

**VOTE ON THE APPOINTMENT OF MR. RANDY PETIT, JR.**

Yea: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and deBruier  
 Nay: 0  
 Absent: 1 - Fisher  
 Enactment No. 6832

**2025-0120**

A resolution appointing a member to the St. Charles Parish Planning & Zoning Commission as the District III Representative.

Chairman Fonseca spoke on the matter.  
 Councilman Pilié spoke on the matter.  
 Legal Services Director Corey Oubre spoke on the matter.  
 Planning & Zoning Director Michael Albert spoke on the matter.

Nominee:  
 Councilman Pilié nominated Mr. Webb Jay

**Nomination(s) Accepted**

A motion was made by Councilmember Comardelle, seconded by Councilmember Skiba, to Close Nomination(s) for File No. 2025-0120. The motion carried by the following vote:

Yea: 8 - Mobley, Fonseca, Wilson, Skiba, Pilié, Comardelle, O'Daniels and deBruier  
 Nay: 0  
 Absent: 1 - Fisher  
 Nomination(s) Closed

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2025-0145

Official Journal Appointment - Authorize Advertisement for Acceptance of Proposals

Authorize the Advertisement for Acceptance of Proposals; carried by the following vote:

Yea: 8 - Mobley, Fonseca, Wilson, Skiba, Pilie, Comardelle, O'Daniels and DeBruler

Nay: 0

Absent: 1 - Fisher

Authorized

ADJOURNMENT

A motion was made by Councilmember O'Daniels, seconded by Councilmember Comardelle, to adjourn the meeting at approximately 7:05 pm. The motion carried by the following vote:

Yea: 8 - Mobley, Fonseca, Wilson, Skiba, Pilie, Comardelle, O'Daniels and DeBruler

Nay: 0

Absent: 1 - Fisher

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato, Council Secretary

Publish on: June 12, 2025

Public Notice

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, JUNE 2, 2025, 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.

2025-0147

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. 25-6-1

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, Appendix A, as amended, Section XX. Flood damage prevention. E. Provisions for Flood Hazard Reduction: 2. Specific Standards: a. Residential construction; to allow wet floodproofing residential accessory buildings up to 600 sq. ft.

WHEREAS, the National Flood Insurance Program (NFIP) requires St. Charles Parish to enforce the General and Specific Standards in Section XX of the Zoning Ordinance; and,

WHEREAS, the Specific Standard for residential accessory buildings in Special Flood Hazard Areas (SFHA), is that any accessory building over 144 sq. ft. must be elevated to or above the base flood elevation; and,

WHEREAS, FEMA POLICY: Floodplain Management Requirements for Agricultural Structures and Accessory Structures (#104-008-03) allows wet-floodproofing of residential accessory buildings in "A" zones when they are "small and represent a minimal investment"; and,

WHEREAS, FEMA interprets small as up to 600 sq. ft., the size of a two-car garage; and, 600 sq. ft. is much larger than the Parish's current maximum sq. ft. of 144 sq. ft. for using this money-saving technique; and,

WHEREAS, the St. Charles Parish Council wishes to give residents more options to comply with NFIP requirements by increasing the Parish's maximum sq. ft. for wet-floodproofing of residential accessory buildings up to 600 sq. ft.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The St. Charles Parish Zoning Ordinance of 1981, Appendix A, Section XX. Flood damage prevention. E. Provisions for Flood Hazard Reduction: 2. Specific Standards: a. Residential construction; is amended as follows with new text in underline and deleted text in strikethrough:

Residential construction: New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to or above the base flood elevation, plus any additional elevation required by the Louisiana State Uniform Construction Code. Accessory buildings, having less than one-hundred-fifty-five (155) six-hundred-one (601) square feet of floor area, may be constructed below the base flood elevation in A-zones but must be unfinished on the interior, constructed with flood-resistant materials below the base flood elevation, used only for storage, and anchored to resist flotation, collapse and lateral movement.

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

YEAS: MOBLEY, FONSECA, SKIBA, PILIE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: WILSON, COMARDELLE

And the ordinance was declared adopted this 2nd day of June, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Mobley Fonseca
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: June 3, 2025
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: June 4, 2025
AT: 7:39am RECD BY:

2025-0148

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. 25-6-2

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, Appendix A, as amended, Section VI. Zoning district criteria and regulations., F. Wetlands District: [I.] W-1, Wetlands District: 2. Spatial Requirements: to add spatial requirements.

WHEREAS, W-1 or Wetland zoning covers over 50% of the Special Flood Hazard Area (SFHA) of St. Charles Parish; and,

WHEREAS, the Community Rating System credits communities for "large-lot zoning" within the SFHA; and,

WHEREAS, a 10-acre minimum lot size with 5% coverage limit would receive the most credit.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The St. Charles Parish Zoning Ordinance of 1981, Appendix A, Section VI. Zoning district criteria and regulations., F. Wetlands District: [I.] W-1, Wetlands District: 2. Spatial Requirements; is amended as follows with new text in underline and deleted text in strikethrough:

F. Wetlands District: The regulations in the Wetlands District are as follows:

[I.] W-1. Wetlands District:

1. Use Regulations:

- a. Automatically permitted uses: None.
b. Special exception uses and structures:
(1) Low intensity uses permitted as a N.D.S.J. Permit (No Direct Significant Impact) by the Louisiana Department of Natural Resources.
(2) Low intensity uses permitted as a general permit by the U.S. Army Corps of Engineers.

c. Special permit uses and structures:

- (1) Coastal dependent uses are ineligible for listed Special Exception Uses and Structures, as per approval of the St. Charles Parish Coastal Zone Advisory Committee with supporting resolution of the Council.
(2) Other compatible uses, as per approval of the St. Charles Parish Coastal Zone Advisory Committee with supporting resolution of the Council.

2. Spatial Requirements: None.

a. Minimum lot size: 10 acres

b. Maximum coverage: 5%

3. Transportation Requirements: None.

4. Special Provisions: None.

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

YEAS: MOBLEY, FONSECA, SKIBA, PILIE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: WILSON, COMARDELLE

And the ordinance was declared adopted this 2nd day of June, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Mobley Fonseca
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: June 3, 2025
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: June 4, 2025
AT: 7:39am RECD BY:

2025-0149

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 25-6-3

An ordinance approving and authorizing the execution of a Construction Manager at Risk (CMAR) Pre-Construction Services Agreement (Contract) with Woodward Design + Build, LLC, for the Hahnville Branch Library Construction Project, in the amount of \$1,550,000.00.

WHEREAS, Ordinance No. 24-5-4 adopted on May 6, 2024, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Grace Hebert Curtis Architects, LLC, to perform architectural services for a St. Charles Parish Library Hahnville Branch, in the amount not to exceed \$387,941.00; and,

WHEREAS, St. Charles Parish in conjunction with St. Charles Parish Library opted for the Construction Manager at Risk (CMAR) approach to design and construct the St. Charles Parish Library Hahnville Branch as a cost and time saving benefit to the Parish; and,

WHEREAS, on April 1, 2025, St. Charles Parish in conjunction with St. Charles Parish Library accepted Requests for Qualifications (RFQ) proposals for potential CMAR Contractors and St. Charles Parish selected Woodward Design + Build, LLC, as the desired CMAR Contractor; and,

WHEREAS, St. Charles Parish in conjunction with St. Charles Parish Library has set a not to exceed fee of \$50,000.00 for the Pre-Construction Services Phase Fee, as well as a not to exceed fee of \$1,500,000.00 for any potential physical work and/or additional services needed that will be issued via Task Orders, that are necessary during the Pre-Construction Services Phase; and,

WHEREAS, the attached Pre-Construction Services Agreement between St. Charles Parish and Woodward Design + Build, LLC, as well as the CMAR General Conditions, describe the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the CMAR Contract between St. Charles Parish and Woodward Design + Build, LLC, to perform Pre-Construction Services for the Hahnville Branch Library Construction Project, in the amount of \$1,550,000.00 is hereby approved and accepted.

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

SECTION III. That the adoption of this ordinance will establish approval for any and all future Task Orders as issued throughout the Pre-Construction Services Phase, for necessary physical work and/or additional services.

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

YEAS: MOBLEY, FONSECA, SKIBA, O'DANIELS, FISHER, DEBRULER
NAYS: PILIE
ABSENT: WILSON, COMARDELLE

And the ordinance was declared adopted this 2nd day of June, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Mobley Fonseca
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: June 3, 2025
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: June 4, 2025
AT: 7:39am RECD BY:

This Construction Manager at Risk (CMAR) Pre-Construction Services Agreement, (hereby after the Agreement or Contract), made and entered into in multiple counterparts, effective on the last date executed by a party hereto, by and between:

ST. CHARLES PARISH

("SCP")

and

WOODWARD DESIGN + BUILD, LLC

("CMAR")

(each a "Party" or collectively the "Parties") for Pre-Construction Services in connection with the following Project:

Project name: Hahnville Branch Library Construction Project ("Project")

the Construction Documents for which have been or will be prepared by Grace Hebert Curtis Architects LLC. ("Design Professional" or "DP").

In consideration of the mutual covenants and obligations contained herein, SCP and CMAR agree as set forth herein.

Article 1 Scope of Work

1.1 CMAR shall perform all needed services in the Pre-Construction Services Phase of the Project, and provide all materials, equipment, tools, and labor necessary to satisfactorily complete all work, deliverables and services described in and reasonably inferable from the Contract Documents (collectively "Scope of Work", "Project Work" or "the Work"). The Parties agree that this Agreement shall not be effective as a contract for Construction Phase services until such time as the Parties execute a Construction Services Agreement if they agree upon a Guaranteed Maximum Price (GMP), Contract Time, and Construction Phase Fee. Execution of this Pre-Construction Services Agreement is in no way an indication or commitment that the Construction Services contract will be executed with CMAR or any third party and does not imply any obligation on the part of SCP to do so. Any reference to Construction-Phase Services in this Agreement is for informational purposes and is not indicative that CMAR will be awarded the Construction Services Agreement. Any reliance by CMAR on this Pre-Construction Services Agreement is indicative that a Construction Services contract will be executed at CMAR's own risk. SCP will not be liable for such reliance or for any costs associated therewith.

1.2 Sub-phasing of Construction Phase. During the Pre-Construction Services Phase, CMAR shall provide recommendations regarding accelerated or fast-track scheduling, procurement, or phased construction. CMAR shall consider cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues. If SCP elects to construct the Project in phases, SCP will give written notice to CMAR, requesting a phased GMP. The GMP for the phased Scope of Work will be incorporated into the Agreement according to Section 2.1.10 of the "Exhibit A - CMAR General Conditions".

1.3 CMAR shall provide services for the Pre-Construction Services Phase in accordance with this Agreement and "Exhibit A - CMAR General Conditions".

During the Pre-Construction Services Phase, CMAR shall prepare itemized cost estimates in accordance with Section 2.1.9 of "Exhibit A - CMAR General Conditions" and provide a GMP, using the format set forth in "Exhibit C - Cost of the Work - Schedule of Values" (template), which excludes the Pre-Construction Services Phase Fee, for SCP's review and approval for all the Work required to complete the Project.

If the GMP proposed by CMAR is acceptable to SCP, the Parties shall execute a separate Construction Services Agreement, in the form of a Construction Contract and Construction Contract General Conditions, to establish the GMP and Construction Phase Fee, and to incorporate into the Agreement the Construction Documents.

If the GMP proposed by CMAR is not acceptable to SCP, SCP may terminate the Agreement or act as otherwise provided for in the "Exhibit A - CMAR General Conditions."

Article 2 Contract Documents

- 2.1 The "Contract Documents" are comprised of the following. In the event of a conflict in the Contract Documents, the Contract Documents will be applied in the following order of precedence:
2.1.1 This Agreement without Exhibits and any amendments or change orders thereto.
2.1.2 Exhibit A - CMAR General Conditions
2.1.3 Exhibit B - Project Program
2.1.4 Exhibits C.1, C.2, & C.3 - Affidavits
2.1.5 The following other documents, if any, forming part of the Agreement:
- Unit Price Schedules
- CMAR's Allowances
- All applicable permits
2.1.6 Any other items stipulated by the Parties as included in the Contract Documents, including supplements and addenda to the documents identified herein.

Article 3 Interpretation and Intent

- 3.1 The Contract Documents are complementary and must be interpreted in harmony to avoid conflict or ambiguity, with words and phrases interpreted consistent with construction and design industry standards.
3.2 Terms, words, and phrases used in the Contract Documents shall have the meanings as defined in the "Exhibit A - CMAR General Conditions" or this Agreement, and if not specifically defined, their ordinary and common meaning.
3.3 The Contract Documents form the entire Agreement between SCP and CMAR and by incorporation herein are as fully binding on the Parties as if set forth herein. No oral representations or other agreements have been made by the Parties except as specifically stated in the Contract Documents.

Article 4 Ownership of Documents

- 4.1 SCP, through its separate agreement with the Design Professional, has and shall continue to have ownership of all drawings, specifications, and other documents and electronic data furnished by Design Professional.
4.2 SCP shall also have ownership of documents or electronic data like those described in Article 4.1 above created by or in the possession of CMAR as well as any estimates, schedules, value engineering submissions, or other work product or deliverable furnished by CMAR to SCP.

Article 5 Contract Time

- 5.1 SCP and CMAR mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents. CMAR understands that the time(s) for completion(s) set forth in these documents are essential to SCP and a material consideration for this Agreement.
5.2 For the Pre-Construction Services Phase, the Work and Contract Time shall commence within ten (10) days of execution of this Agreement, unless the Parties mutually agree otherwise in writing. For the Construction Phase Services, if that contract is awarded to CMAR, the Work shall commence onsite within ten (10) days of the date set in SCP's Notice-to-Proceed (NTP) to CMAR unless the Parties mutually agree otherwise in writing. Contract Time shall start on the date as set in the NTP.

5.3 Substantial Completion

- 5.3.1 Substantial Completion of the Work shall be achieved as mutually agreed upon.
5.3.2 Interim milestones and/or Substantial Completion of identified portions or phases of the Work shall be achieved as described in Section 7.8 of Exhibit A - CMAR General Conditions once agreed upon by SCP, CMAR and DP, subject to adjustments in accordance with the Contract Documents.

5.4 Final Completion

- 5.4.1 Final Completion of the Work shall be achieved within an agreed upon number of calendar days after the date established for Substantial Completion of the Work, unless otherwise mutually agreed by amendment or change order.
5.4.2 Interim milestones and/or Final Completion of identified portions or phases of the Work shall be achieved as described in Section 7.9 of Exhibit A - CMAR General Conditions, subject to adjustments in accordance with the Contract Documents.

Ascertained and Liquidated Damages. CMAR understands and acknowledges that if Substantial Completion is not achieved by the Substantial Completion Date provided in Article 5.3.1, and Article 5.3.2 above or as later established for identified portions or phases of the Work, SCP will suffer damages, which are difficult to accurately quantify and ascertain. CMAR agrees that, without the necessity or formality of putting CMAR in default therefore, if Substantial Completion for each portion or phase of the Work is not timely achieved, CMAR shall pay SCP One Thousand dollars (\$1,000.00) per day as ascertained and liquidated damages, and not as a penalty, for each calendar day that Substantial Completion for each portion or phase extends beyond the Substantial Completion Date(s). In addition, if Final Completion is not attained within the period defined by Article 5.4 above, CMAR shall pay SCP One Thousand dollars (\$1,000.00) per day as additional ascertained and liquidated damages, and not as a penalty, for each calendar day that Final Completion extends beyond the required date. The liquidated damages provided for herein shall be in lieu of all liability for all extra costs, losses, expenses, claims, penalties, and any other damages, whether special or consequential, and of whatsoever nature incurred by SCP which are occasioned by any delay in CMAR achieving Substantial Completion or Final Completion on or after the established dates.

Notwithstanding anything stated herein, the above-stated ascertained and liquidated damages shall in no way limit SCP's other rights (e.g., "recovery measures" or termination) or limit SCP's entitlement to damages for any breach other than for delay for which CMAR may be responsible pursuant to the terms of this Agreement or applicable law. If for any reason ascertained and liquidated damages as set forth in this section are unenforceable, SCP shall be entitled to recover its actual damages sustained because of any delay in the completion of this Project.

Article 6 Pre-Construction Services Phase Fee and Guaranteed Maximum Price

- 6.1 SCP shall pay CMAR a Pre-Construction Services Phase Fee for the Pre-Construction Services and, if the Agreement is amended to include Construction Phase Services, a Construction Phase Fee for Construction Phase Services as provided in the Contract Documents. CMAR's Construction Phase Fee, plus the Cost of the Work, Contingencies and Allowances, each as defined in "Exhibit A - CMAR General Conditions", will comprise the GMP to be established in compliance with "Exhibit A - CMAR General Conditions". Unless otherwise agreed to, CMAR's GMP is deemed to include all required taxes (including sales and use taxes), as well as all applicable bond and insurance costs.
6.1.1 The Pre-Construction Services Phase Fee, as defined in Section 1.2 of the "Exhibit A - CMAR General Conditions", shall be a not to exceed amount of fifty thousand dollars (\$50,000.00).
6.1.2 Section 1.2.29 of Exhibit A - CMAR General Conditions describes "Pre-Construction Services" to also include services listed in the Project Program. These services may include, but are not limited to:
- Clearing and demolition
- Additional topographic, or subsurface utility surveys or field investigations (potholing) prior to construction
- Utility abandonment and/or relocation
6.1.3 Additional services not previously listed in the Project Program may include purchasing of long lead time items such as HVAC systems, structural steel, and other items that would normally delay the initiation of a construction project because of material procurement.
6.1.4 The fee for said potential additional services as listed in 6.1.2 and 6.1.3 above, shall be limited to a not to exceed fee of One Million Five Hundred Thousand Dollars \$1,500,000.00, issued via Task Order on an as needed basis, upon mutual agreement between SCP, DP and CMAR of scope and fee for each individual task.
6.1.5 The Construction Phase Fee, as defined in Section 1.2 of the "Exhibit A - CMAR General Conditions", shall be a fixed fee.
6.2 If the GMP requires an adjustment due to changes in the Scope of Work during the Construction Phase, the cost of such changes shall be determined in accordance with Section 10 of the "Exhibit A - CMAR General Conditions".
6.3 For SCP-caused construction delays, either agreed to or awarded, CMAR will provide all the necessary extended Construction General Conditions for a daily sum as provided for in Sections 9.7 and 10.4 of the "Exhibit A - CMAR General Conditions". The specific amount of extended Construction General Conditions will be determined by the SCP on a case-by-case basis prior to issuance of a change order and must be determined to be fair and reasonable to the satisfaction of SCP and the Construction Management Professional.

Article 7 Procedure for Payment

- 7.1 Progress Payments. CMAR shall submit to SCP a monthly CMAR's Application for Payment.
7.1.1 For Pre-Construction Services, CMAR shall submit to SCP a monthly CMAR's Application for Payment based on the flat, hourly billing rates for the Pre-Construction Services Phase as set forth in this Agreement. The total of all CMAR's approved applications for payment for Pre-Construction Services Phase services shall constitute an Allowance to be included in the GMP per Section 7.10 of "Exhibit A - CMAR General Conditions", payable upon execution of the contract amendment for Construction. In the event the Agreement is terminated, the total of all CMAR's approved applications for payment for Pre-Construction Services Phase services shall be immediately payable as provided for in the "Exhibit A - CMAR General Conditions" Section 12.
There will be no other costs or multipliers added to the all-inclusive, flat rates. No overtime shall be charged unless specifically authorized by SCP, and the overtime rate shall be no more than 1.5 times the hourly rate. Subconsultants' and Subcontractors' costs shall be considered direct costs and compensation for services by them shall be based on original invoices submitted by them to CMAR with no additional markup by the Subconsultant and Subcontractor firm(s) nor CMAR.
7.1.2 During the Pre-Construction Services Phase, CMAR may be required to perform Physical Work at the project site. The cost to SCP for Physical Work shall be negotiated and agreed upon between SCP and CMAR prior to performance in accordance with Section 10.4.1(b) or 10.4.1(c) of "Exhibit A - CMAR General Conditions". Physical Work shall only be authorized for payment upon completion or as approved by SCP. The amount to be paid for Physical Work during the Pre-Construction Services Phase is described above in Sections 6.1.2 through 6.1.4. This amount is not included in the Pre-Construction Services Phase Fee provided for in Section 6.1.1.
7.1.3 Payment for CMAR's Construction Services shall be made in accordance with Section 7 of the "Exhibit A - CMAR General Conditions". All costs that exceed the GMP and are not authorized by change order shall be paid by CMAR and not SCP.

Article 8 Termination for Convenience

- 8.1 This Agreement may be terminated for the convenience of SCP as provided for in Section 12.1 of the "Exhibit A - CMAR General Conditions".

Article 9 Representatives of the Parties; Authority

- 9.1 St. Charles Parish's Representatives.
9.1.1 SCP designates Leann Benedict, MLIS, Director, St. Charles Parish Library (name, title) as "St. Charles Parish's Senior Representative", who has the authority and responsibility set forth in the Contract Documents, including the authority and responsibility for avoiding and resolving disputes under Section 11 of the "Exhibit A - CMAR General Conditions".
9.1.2 SCP designates Andre R. Ford, P.E., Senior Parish Engineer (name, title) as "St. Charles Parish's Representative(s)", who has the authority and responsibility set forth in the Contract Documents.
9.2 CMAR's Representatives.
9.2.1 CMAR designates Ken Flower, President, Woodward Design + Build, LLC (name, title, company name) as "CMAR's Senior Representative", who has the authority and responsibility set forth in the Contract Documents, including the authority and responsibility for avoiding and resolving disputes under Section 11 of the "Exhibit A - CMAR General Conditions".
9.2.2 CMAR designates Tom Abernathy, Project Executive, Woodward Design + Build, LLC (name, title, company name) as the "CMAR Representative," who has the authority and responsibility set forth in the Contract Documents.
9.2.3 CMAR designates John Eichensehr, Superintendent, Woodward Design + Build, LLC (name, title, company name) as the "Superintendent", who has the authority and responsibility set forth in the Contract Documents.
9.2.4 CMAR's Representatives and Superintendent, as approved by SCP, shall not be replaced without SCP's prior written approval.
9.2.5 CMAR warrants and shall ensure that only individuals who are authorized to legally bind CMAR will sign documents associated with this Agreement.

Article 10 Bonds and Insurance

- 10.1 Prior to, and as a condition for CMAR to perform Pre-Construction Services Phase Services, CMAR shall procure, deliver, and maintain insurance coverage as provided in Section 6 of the "Exhibit A - CMAR General Conditions." Prior to, and as a condition for CMAR to perform Construction Phase Services and SCP's issuance of a Notice-To-Proceed, CMAR shall procure, deliver, and maintain Performance and Payment Bonds and insurance coverage, as provided in Section 6 of the "Exhibit A - CMAR General Conditions."

CMAR: Woodward Design + Build, LLC By Its Authorized Representative
St. Charles Parish: Matthew Jewell (Signature), Matthew Jewell (Printed Name), Parish President (Title), 6/3/25 (Date)

St. Charles Parish LIBRARY
St. Charles Parish
CONSTRUCTION MANAGEMENT AT RISK (CMAR) FOR THE HAHNVILLE BRANCH LIBRARY CONSTRUCTION PROJECT
EXHIBIT A - CONSTRUCTION MANAGER AT RISK AGREEMENT (CMAR) GENERAL CONDITIONS February 27, 2025
St. Charles Parish Library 160 W. Campus Drive PO box 1029 Destrehan, LA 70047

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SECTION 1  
GENERAL

## 1.1 MUTUAL OBLIGATIONS.

- 1.1.1 St. Charles Parish (SCP) and Construction Manager at Risk (CMAR) commit, at all times, to cooperate fully with each other, and proceed on the basis of trust, confidence, and good faith to permit each Party to realize the benefits expected and afforded under the Contract Documents, which benefits include the satisfactory and timely completion of the Project and performance of all obligations required by the Contract Documents.

## 1.2 BASIC DEFINITIONS.

- 1.2.1 Wherever the singular masculine pronoun is used herein as referring to CMAR, it shall be construed to mean all genders, singular and plural, according to the status of CMAR.
- 1.2.2 "Allowances" are specific values set forth as an estimate for the cost of certain items of work that will be identified during the Pre-Construction Services, as provided in these General Conditions at Section 7.10. Allowances will be used to compensate CMAR should the identified items of Work occur during the Construction Phase of the project. Any Allowances that are unused at the completion of the Project will remain with SCP and not be paid to the contractor.
- 1.2.3 "Contractor Contingency" means that part of the GMP CMAR may use during the Bidding or Construction Phase, as provided in these General Conditions at Section 7.11.1, to cover any excess of the amount bid by a Subcontractor over the amount allotted for that work in the GMP, legitimate unforeseen construction expenses, or expenses otherwise agreed by SCP and CMAR, all subject to SCP's approval, after GMP has been accepted. Contingency may not be used to cover the cost of any work on the Project after issuance of the Certificate of Final Completion.

- 1.2.4 "CMAR" means the Construction Manager At Risk identified as such in the Agreement and its authorized representatives.

- 1.2.5 "Construction Documents" are the Design Documents prepared by the Design Professional for the Project, including the plans and specifications for the Project that are approved by SCP and incorporated into the GMP, to be used to construct the Project. All modifications to the Construction Documents must be approved by the Engineer, in writing, prior to incorporation into the Agreement.

- 1.2.6 "Construction General Conditions" refers to on-site project overhead costs which includes but is not limited to the following:
  - a) Cost of staff labor (wages, benefits, taxes, insurance etc.),
  - b) Cost of staff vehicles (ownership and operating costs),
  - c) Cost of moving expenses for project staff,
  - d) Cost of subsistence, travel related expenses or other temporary living expenses for project staff,
  - e) Cost of on or off-site training expenses that are required or beneficial for the prosecution of the work,
  - f) Cost of pre-mobilization office space rent and operating expenses (this does not include the Pre-Construction Phase),
  - g) Cost of PCs and commercial software purchase/license for project staff and craft personnel,
  - h) Cost of other IT expenses required for the work, internet set up and service, copier / printer lease etc.,
  - i) Cost of mobile data and communication devices (tablets and / or cellular phones) and data plans for staff and craft personnel,
  - j) Costs to operate 'permanent' field office(s) (custodial, office supplies, and other type expenses),
  - k) Cost of installation and monthly usage for field office(s) utilities,
  - l) Cost of partnering expenses (if required),
  - m) Cost of site security and / or fencing (if required),
  - n) Cost of safety supplies (personal protective equipment, special protective equipment, first aid, etc.),
  - o) Cost of craft and site support items (chemical toilets, water, ice, etc.)
  - p) Cost of obtaining, maintaining, and executing all permits.

For reimbursable portions of the Work, any SCP Library-approved meal expense shall not exceed SCP Library's current policies applicable to SCP Library's employees, unless the Engineer specifically authorizes a different reimbursement rate in writing in advance of the incurrence of such expenses. Specifically excluded is any expense for alcohol.

For reimbursable portions of the Work, out-of-town travel, including travel time and living expenses may be included in Construction General Conditions if such travel expense is: (i) necessary to perform the Scope of Work and (ii) pre-authorized and approved by the Engineer in writing. If approved, compensation for meals and lodging expenses shall be subject to SCP Library's current travel and business meal policies applicable to SCP Library's employees, unless the Engineer specifically authorizes a different reimbursement rate in writing in advance of the incurrence of such expenses. CMAR's subsistence rates shall be negotiated at time of GMP-setting. Subsistence rates, duration and specific categories of expenses must be determined to be fair and reasonable, and approved in advance, in writing, by the Engineer.

CMAR's allowable labor rates and burdened labor rates within any rates or part of the Construction General Conditions are restricted to direct labor costs, that is, salaries/wages plus statutory or regulatory required costs (social security, Medicare employee's match, unemployment, etc.) and employee related benefits and expenses (for example, vacations, health insurance, retirement, etc.), as agreed to by the Engineer and identified in Exhibit F – Statement of All Clarifications and Assumptions. If CMAR self-performs Work, self-perform labor rates, and any approved overtime rates, shall follow the policy set forth in Section 2.2.4.7.

CMAR's Construction General Conditions must include a detailed listing of rental equipment with rental rates and anticipated duration of use, and purchase prices for said equipment per requirements of Section 7.12.

CMAR's Construction General Conditions-type charges may not be listed in the Subcontractors' Schedule of Values, nor will such charges be paid by SCP if listed therein.

Construction General Conditions shall first be submitted by CMAR during GMP negotiation process as a detailed breakdown of itemized costs and shall be reimbursed as a category of work within the Schedule of Values based on either actual cost or negotiated amounts, as agreed to by the Engineer.

All excluded expenses CMAR incurs while performing and completing the Project are not reimbursable as Construction General Conditions.

- 1.2.7 "Construction Management Professional" or "CMP" – is a representative of SCP for the Project, whose Agreement is with SCP, and provides construction management and resident inspection services for the Project.

- 1.2.8 "Construction Phase" – is defined as including but not limited to the following subphases: construction administration, closeout and warranty, and may include some activities that occur after Final Completion.

- 1.2.9 "Construction Phase Fee" includes the CMAR's audited G&A (General and Administrative Overhead Rate as defined in 1.2.22) and CMAR's profit for the Construction Phase of the project.

- 1.2.10 "Construction Phase Services" includes the services to be performed by CMAR under this Agreement during the Construction Phase, including those services identified in Section 2.5.

- 1.2.11 "Contract Time" is a time set forth in the Contract Documents for any time periods identified.

- 1.2.12 "Cost of the Work" is the sum of Direct Construction Costs, Construction General Conditions, Allowances, Contractor Contingencies, and Indirect Costs.

- 1.2.13 "Day" as used in these General Conditions refers to calendar day unless otherwise denoted.

- 1.2.14 "Deliverables" – the work product prepared by CMAR within the definition of the Scope of Work in the Agreement. Some of these Deliverables provided by CMAR during the Pre-Construction Phase are the Project Schedule, Schedule of Values, Alternative System Evaluation and Procurement Strategies.

- 1.2.15 "Design Phase" (or "Pre-Construction Phase") is defined as including but not limited to the following subphases: Program Development, Conceptual Design, Schematic Design, Design Development, GMP-Setting and the completion of Construction Documents.

- 1.2.16 "Design Professional" or "DP" is the person or organization, and his or its authorized representatives, who is a) a qualified professional properly licensed in the State of Louisiana, and b) responsible for the design of the Project and the preparation of the Drawings and Specifications on behalf of SCP. The DP is not the Agent of SCP.

- 1.2.17 "Design Documents" (or "Design Submission Documents") consist of the Drawings and Specifications prepared at specific phases of the design effort by the Design Professional including 30%, 60%, 90% and 100%, as well as cost estimates and other documents prepared by the DP and CMAR that are submitted for the Engineer's approval for each subphase of the Project design services.

- 1.2.18 "Direct Construction Costs" refers to all costs that are directly tied to the physical construction of the facility and/or equipment provided and installed. Direct Construction Costs include but are not limited to the following:
  - a) Cost of CMAR provided craft labor (wages, benefits, taxes, insurance etc.),
  - b) Cost of CMAR owned equipment used in the performance of the work (ownership, operating and maintenance costs),
  - c) Cost of third party (outside) rented equipment (quoted rental rates and operating costs and maintenance and repair costs not included in the rental rate),
  - d) Cost of miscellaneous services, tools and supplies that are required for the prosecution of the work,
  - e) Cost of all permanent materials to be incorporated into the project that are not provided but SCP,
  - f) Cost of all work that is performed by Subcontractors,
  - g) Cost of all survey and control costs to prosecution the work,
  - h) Costs of renting / purchasing / installing and maintaining 'permanent' field office(s) for the project,
  - i) Cost of construction engineering, temporary structures engineering and other engineering required to facilitate the construction of the Project.
  - j) Cost of all temporary structures, devices or systems required to facilitate the construction of the project,
  - k) Cost of Quality Control / Quality Assurance.

- 1.2.19 "Engineer" shall refer to SCP, acting through its designated representative authorized to act on behalf of SCP.
- 1.2.20 "Final Completion" is defined as 100% completion of all Work described by or reasonably inferred from the Project Criteria and Contract Documents, including but not limited to all a) Punch Lists, b) Close-Out Documents, c) SCP training/start up activities, and d) third party commissioning.
- 1.2.21 "General and Administrative Overhead Rate" or "G&A" – is the CMAR's offsite and / or home office overhead rate. It must be calculated and audited by an outside independent accounting firm annually in accordance with Federal Acquisition Regulations (FAR) part 31. It includes but is not limited to the following costs:
  - a) Corporate management,
  - b) Corporate quality management,
  - c) Corporate safety management,
  - d) Treasury and cash management,

- e) Financial and transactional accounting,
- f) Employee benefit management,
- g) Internal audit,
- h) Corporate taxes,
- i) Risk management / insurance administration,
- j) Human resources management.

- 1.2.22 "Guaranteed Maximum Price" ("GMP") is the dollar amount that CMAR guarantees to be the maximum amount due from SCP to CMAR under the Agreement for Construction Phase Services. It is the sum of the following
- a) "Direct Construction Costs"
  - b) "Construction General Conditions"
  - c) Allowances"
  - d) "Contractor Contingencies"
  - e) "Indirect Costs"
  - f) "Construction Phase Fee"
- 1.2.23 "Hazardous Materials" are defined as any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or for which the handling, remediation, or disposal are regulated by applicable Legal Requirements. Where applicable, the term Hazardous Waste shall have the meaning provided for in Section 1004 of the Solid Waste Disposal Act (42 USC, Section 6903) as may be amended from time to time.
- 1.2.24 "Indirect Construction Cost" is the sum of all applicable insurance costs, bond costs and applicable sales or use taxes, and excludes the Construction Phase Fee.
- 1.2.25 "Legal Requirements" include all regulations, policies, procedures and practices of SCP and all applicable rules, laws, codes, ordinances and regulations of any government or quasi-government entity, whether federal, state or local, having jurisdiction over the Work, the practices involved in the Work, or any other work performed.
- 1.2.26 "Partnering" or "Teaming" is a mutual effort by all parties involved in the Project, principally SCP, the Design Professional, the Construction Management Professional, and CMAR, to cooperate and coordinate efforts to achieve the final result intended by the Project Criteria. All involved use their expertise for the benefit of all. Partnering requires flexibility and appreciation of the positions of other parties and willingness to make compromises for the benefit of all. The Engineer has the exclusive right to decide whether or not to use Partnering on the Project and will indicate its decision on this during the Pre-Construction Phase.
- 1.2.27 "Physical Work" is the performance of physical activities at the Site during the Pre-Construction Phase intended to support development of the Design Documents. Physical Work at the project site may include, but is not limited to, verifying existing conditions, testing/validating construction/repair methods, providing access for further inspection, etc.
- 1.2.28 "Pre-Construction Services Phase Fee" includes all direct and indirect costs of CMAR in providing the Pre-Construction Services until completion of the Construction Documents and the award of all bid packages, plus associated overhead and profit, excluding any Physical Work cost that may be authorized.
- 1.2.29 "Pre-Construction Services" includes the services to be performed by CMAR under this Agreement during the Pre-Construction Phase, including those services identified in Section 2.2 and those listed in the Project Program.
- 1.2.30 "Project Budget" is the total cost to SCP for the Project, including the Design Professional, the Construction Management Professional, CMAR's Pre-Construction Services Phase Fee, the GMP (including CMAR's Construction Phase Fee, Construction services, Allowances and any and all Contingencies), other consultants, furniture, fixtures, and equipment, Site acquisition, permit fees, management fees, and other incidentals required to achieve Final Completion of the Project.
- 1.2.31 "Project Criteria" are developed by or for SCP to describe SCP's requirements and objectives for the Project, including use, space, price, time, Site, utility, parking, and expandability requirements, as well as all submittal requirements and other requirements affecting CMAR's performance of its Work. The Project Criteria may include conceptual documents, design criteria, performance requirements, and other Project-specific technical materials and requirements prepared by or for SCP.
- 1.2.32 "Project Team" consists of the Engineer, DP, and CMAR.
- 1.2.33 "Punch List" means those minor items of Work identified and listed by the Design Professional or the Construction Management Professional and agreed to by Engineer to be completed by CMAR after Substantial Completion and prior to Final Completion, which do not prevent the Project from being fully used for the purpose for which it is intended.
- 1.2.34 "Savings" is the difference, if any, between the GMP and the actual "Cost of the Work". The amount of Savings is to be determined by the Engineer with such assistance as SCP requests of CMAR and is to be based on the GMP in effect on the date of Final Completion of the Work. Any unused portions of non-lump sum items of Direct Construction Costs, Construction General Conditions, Allowances, Contractor Contingencies, and Indirect Costs will not be due to the CMAR and will remain with SCP.
- 1.2.35 "Site" is the land and other areas on which the Project is located.
- 1.2.36 "Subcontractor" is any entity or person, and his or its authorized representatives, who has a direct contract with CMAR to perform a portion of the Work.
- 1.2.37 "Substantial Completion" is the date on which CMAR's Work, or an agreed upon portion of the Work, is sufficiently complete, as determined by the issuance of a Certificate of Substantial Completion, so that SCP can fully occupy and utilize the Project, or a portion thereof, for the purposes for which it is intended. To achieve Substantial Completion, all Work must be complete except for items included on the approved Punch List.
- 1.2.38 "Total Float" is the number of calendar days by which the Work or any part of the Work may be delayed without necessarily extending a pertinent Contract Time. It is owned jointly by SCP and CMAR.
- 1.2.39 "Value Engineering Proposal" - A modification to the Work proposed by CMAR after the Effective Date of the Agreement for the purpose of reducing the total cost of construction while still delivering a quality and functional Project. Value Engineering is part of the broader goal of obtaining optimum value for each dollar SCP spends on the Project.
- 1.2.40 "Work" is comprised of all activities required by CMAR to complete the Project as defined by the Project Criteria and Contract Documents, including the Pre-Construction Services and the Construction Phase Services, as well as procuring and furnishing all materials, equipment, services, and labor reasonably inferable from the Contract Documents, or from prevailing trade usage and custom.

### 1.3 MUTUAL UNDERSTANDING.

SCP and CMAR agree that these provisions set forth their mutual understanding and agreement regarding the Agreement, General Conditions or subjects addressed therein.

- 1.3.1 It is understood and agreed that SCP has hired a Design Professional to design the Project. CMAR understands and agrees that the design for the Project may not be complete at: a) the time the GMP is agreed to, and b) at the time of execution of the Agreement. CMAR will be given the opportunity to make adjustment to GMP once the design is finalized.
- 1.3.2 CMAR commits to cooperate and interact with and advise the Design Professional in producing Design Documents for the Project that are acceptable to SCP, all as more fully described in the Contract Documents.
- 1.3.3 When the Design Documents are complete and requisite approvals obtained and they are accepted by SCP, the Design Documents shall be incorporated in and become part of the Contract Documents as though they were included at the time of execution of the Agreement.

### SECTION 2 CMAR'S SERVICES AND RESPONSIBILITIES

#### 2.1 GENERAL SERVICES.

- 2.1.1 CMAR Representative shall attend all Project meetings and assist the Engineer during the Pre-Construction Phase in accordance with these General Conditions. During the Construction Phase, CMAR Representative, and Superintendent as necessary, shall be at the Site at all times when Work is being performed, and shall have the necessary expertise and experience required to properly supervise the Work. CMAR Representative shall communicate regularly with the Engineer and the Design Professional and shall be vested with the authority to act on behalf of CMAR as to all matters. CMAR may only replace Representative and/or Superintendent if replacement(s) have been approved in writing by Engineer. Any superintendent, engineer, foreman, or other worker employed by the CMAR or any Subcontractor who, in the opinion of SCP or its representative, does not perform their Work in a proper and skillful manner or is disrespectful, intemperate, disorderly, or otherwise objectionable, or is not providing value commensurate with their position, shall, at the written request of SCP, be forthwith removed from the Project and shall not be employed again on any portion of the Work without the written consent of SCP.
- 2.1.2 During Construction Phase, CMAR shall provide the Engineer and the Construction Management Professional, on a monthly basis with its request for progress payment, a

written status report detailing the progress of the Work during that month, including whether the Work is proceeding according to Schedule, an updated and current Critical Path Method (CPM) Schedule, an updated and current Work cash flow projection for the duration of the Project, copies of the Superintendent's daily site reports, identification of any discrepancies, conflicts, or ambiguities existing in the Construction Documents that require resolution, whether health and safety issues have arisen in connection with performance of the Work, and whether other matters exist that require resolution so as not to jeopardize CMAR's ability to complete the Work for the GMP on schedule and within the Contract Time(s). CMAR's monthly report shall also include a cost tracking report in a format mutually agreed to by the CMAR and Engineer, subcontract amounts and buy-out status, and status of Contingency and Allowance usage. Additionally, CMAR shall furnish a minimum of four (4) electronic photographs, showing as much as possible of the Work accomplished each month, in JPEG or other digital format and screen pixel density approved by the Engineer. Each photograph shall be identified with the title of the work and the date of the photograph included in the file name.

- 2.1.3 Within ninety (90) days, or as otherwise approved by SCP, after executing the Agreement, CMAR shall prepare and submit to the Engineer a Critical Path Method Master Schedule (CPM Schedule) for the Work including the activities in the Design Phase and the Construction Phase. The CPM Schedule shall include three (3) weeks of SCP review time for Design Submission Documents at each subphase (30%, 60%, 90%, and 100%) and adequate time for Government Agency and for other regulatory-type reviews and for all other necessary approvals. The CPM Schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when SCP information and approvals are required and all necessary shutdowns or suspensions of SCP or separate tenant activities on the Site (if any). The CPM Schedule shall allow for multiple bid packages and fast-tracked construction as may be required by SCP and include any contemplated completion date(s) earlier than those required by the Contract Documents.
- 2.1.4 The Project Team will meet promptly after execution of the Agreement to discuss issues affecting the administration of the Work, and to implement the necessary procedures, including submittals and SCP Site activity schedules, to permit SCP, the Design Professional, and CMAR to perform their respective obligations under the Contract Documents. These tasks may be implemented by the utilization of a formal "Partnering" or "Teaming" process developed during an initial workshop that will include CMAR, SCP, the Design Professional, and their key participants. Follow-up sessions will occur every three months or as otherwise mutually agreed to ensure that all commitments are updated and being followed by all members of the Project Team. The cost of this "Partnering" or "Teaming" effort, if invoked by SCP, will be an allowable Project Cost.
- 2.1.5 CMAR shall interact and cooperate fully with the Engineer and the Design Professional during the Design Phase and Construction Phase so as to keep the Work within SCP's budget and schedule limitations.
- 2.1.6 CMAR covenants with SCP to furnish its best skill and judgment and to cooperate with the Design Professional in furthering the interests of SCP. CMAR agrees to furnish efficient business administration and superintendence and to use its best efforts to timely complete the Work in an expeditious and economical manner consistent with the interest of SCP.
- 2.1.7 The Project Team shall cooperatively work together during all phases of the Work to achieve timely completion of the Project. CMAR shall provide leadership to the Project Team during the Pre-Construction Phase for all schedule or alternative systems issues and on all matters relating to construction and shall record and distribute minutes of meetings per Section 2.2.4.4. During the Pre-Construction Phase, CMAR shall provide to the Engineer and the Design Professional a written evaluation of SCP's Project Criteria and Project Budget and Schedule, each in relationship to the other with recommendations on the appropriateness of each.
- 2.1.8 The Contract Documents do not create any contractual relationship between the Design Professional and CMAR or any separate contractors, consultants, Subcontractors of any sub-tier or suppliers on the Project; nor shall anything contained in the Contract Documents be deemed to give any third party any claim or right of action against SCP, the Design Professional or CMAR, which does not otherwise explicitly exist in the Contract Documents.
- 2.1.9 CMAR's Work during the Pre-Construction phase shall be parallel to and coincide with the 30%, 60%, 90%, and 100% subphases of the Design Professional's services. CMAR shall prepare an itemized cost estimate at the completion of each design subphase, and at other times as agreed upon by the Project Team, in a format consistent with that used by the Design Professional or in a format otherwise mutually agreed upon prior to the cost estimate preparation. CMAR shall prepare cost estimates following a format that is mutually agreed to in the Preconstruction Phase at each submittal phase after the completion of 60%, to verify that applicable portions of the Project are staying within SCP's identified budget. It is the obligation of CMAR to keep all Deliverables required of it up to date during the Pre-Construction Phase so that the Project will continue uninterrupted while progressing into the Construction Phase.
- 2.1.10 During the Pre-Construction Phase, CMAR shall provide a GMP per Article 1.3 of the Agreement, and phased GMPs if required by the Agreement. Thereafter, as the Scope of Work is further developed and defined during the Pre-Construction Phase, and costs are established for the Work, the Parties contemplate that the Scope of Work to be performed by CMAR may be adjusted by amendment or change order (Attachment 2) to the Agreement. Any such amendment or change order will define the Work to be performed by CMAR under the Agreement and may amend or add any design submission document that is not within the original Scope of Work undertaken to be performed by CMAR. The GMP and Contract Time will from time to time be adjusted, as may be necessary by such change orders or amendments.
- 2.1.11 Subject to the other provisions of these General Conditions, execution of the Agreement by CMAR is a representation that CMAR has visited the Site, satisfied himself as to the nature and location of the Work, the conformation of the ground, the type, quality and quantity of the materials to be encountered, the type of equipment and facilities needed prior to and during the prosecution of the work, the general and local conditions, and all other matters which might in any way affect the Work under this Agreement and has correlated CMAR's observations with the requirements of SCP's Project Criteria. No verbal agreement or conversation with any officer, agent or employee of SCP, before, during, or after the execution of this Agreement shall affect or modify the terms or obligations herein contained.
- 2.1.12 The intent of the Contract Documents is to include all items and services necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents but deemed necessary for the proper completion of the Work by the Design Professional will be required of CMAR unless it is inconsistent with the Contract Documents or is not reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations that have well known technical or trade meanings may be used in the Contract Documents in accordance with such recognized meanings.
- 2.1.13 The organization of the Specifications into division, section, and article and the arrangement of Drawings shall not obligate or control CMAR in dividing performance of the Work among Subcontractors or in establishing the extent of the Work to be performed by any one trade.
- 2.1.14 With respect to all Work performed by CMAR and its Subcontractors and consultants, CMAR, its Subcontractors and consultants shall keep full and detailed accounts and exercise such cost controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and subject to review by SCP. During performance of the Work and for three (3) years after Final Payment, CMAR shall retain and shall also require all Subcontractors and consultants to retain for review or audit, or both, by SCP or Legislative Auditor of the State of Louisiana (hereafter "the LA") all correspondence, meeting minutes, memoranda, electronic media, books, accounts, reports, files, time cards, material invoices, payrolls, and evidence of all communications, direct and indirect costs and all other matters related to the Work. Upon request by, and at no cost to, SCP, a legible copy or the original of any or all such records as are described above shall be produced by CMAR at any time during or after the Work as SCP may request. Upon request CMAR shall submit to SCP copies of all payrolls, reports, estimates, records, change order costs and data, and any other data concerning Work performed or to be performed, materials supplied or to be supplied, including Subcontractor or consultant payment applications or invoices and such Subcontractor's or consultant's progress payment checks. The requirements of this section shall be provided for in all contracts between CMAR and its Subcontractors and consultants. The LA or SCP may exercise its rights under this Paragraph as often as reasonably necessary in SCP's sole judgment to assure SCP has a complete and accurate understanding of all Project costs.

#### 2.2 PRE-CONSTRUCTION SERVICES.

##### 2.2.1 CONSULTATION DURING PROJECT DEVELOPMENT.

In addition to the services of CMAR listed in 2.1 above, CMAR's Pre-Construction Services shall include, but not be limited to, the services set forth in this Section 2.2 and shall include: participation in team building, formal Partnering or Teaming if requested by SCP, development of a project management plan, providing value analysis, constructability and bid ability reviews, phasing and sequencing ideas, cash flow projections, estimating/price guarantees, and Subcontractor bid package timing and strategy. These services shall also include, but not be limited to, review of Design Documents; advice on Site use, improvements, selection of materials, building systems and equipment, long lead items, construction feasibility, availability of materials and labor, local construction activity as it relates to work schedules, and time requirements for installation and construction.

2.2.2 BUDGETING AND GUARANTEED MAXIMUM PRICE.

- 2.2.2.1 CMAR shall provide the Pre-Construction Services for the Pre-Construction Services Phase Fee set forth in the Agreement. That fee shall be billed and payable as set forth in the Agreement.
- 2.2.2.2 As provided for in Article 1.3 of the Agreement and when the design has sufficiently progressed, CMAR shall propose a GMP for the construction that is to be based on the Cost of the Work required to complete the Project. CMAR shall attach to the GMP a list of the Drawings and Specifications used by CMAR in preparing and setting the GMP and also a "Statement of All Clarifications and Assumptions" that CMAR used to supplement the information contained in the Drawings and Specifications listed by CMAR. The "Statement of All Clarifications and Assumptions" may, at the discretion of CMAR, be shown in the form of Drawings or be in narrative form or a combination of both but must in any event be complete and detailed.
- 2.2.2.3 SCP will, at its sole discretion, have the option to accept the GMP submitted by CMAR, request that CMAR submit another GMP, or reject the GMP and terminate all contracts and agreements with CMAR. In the event of such a termination CMAR shall receive payment for services it has provided to date per Section 2.2.2.1 and other reasonable termination costs approved by SCP. If CMAR is providing Pre-Construction Services at no cost to SCP as described in Section 6.1.1 of the Agreement, then CMAR will not be entitled to any amount for services provided. There shall be no amounts paid for any lost profits, lost opportunity or other similar costs.
- 2.2.2.4 Once accepted by SCP, the GMP may be revised only by an approved amendment or change order.
- 2.2.2.5 For any Contingency within the GMP, the criteria for the development of that Contingency must be acceptable to SCP.

2.2.3 COST ESTIMATES.

- 2.2.3.1 Construction Costs. All estimates of GMP, and the Schedule of Values set forth in a format that is mutually agreed to in the Preconstruction Phase shall include the following without duplication:
  - a) "Direct Construction Costs"
  - b) "Construction General Conditions"
  - c) "Allowances"
  - d) "Contractor Contingencies"
  - e) "Indirect Costs"
  - f) "Construction Phase Fee"
- 2.2.3.2 CMAR's estimates of Construction Costs shall not include sums due the Design Professional, CMAR's Pre-Construction Services Phase Fee, the costs of land, rights of way, financing or other costs which are the responsibility of SCP.
- 2.2.3.3 Prior to and while preparing its estimates of Construction Costs and the GMP, CMAR shall consult with the Design Professional to determine, to the extent possible, what materials, equipment, component systems and types of construction are to be included in the Construction Documents, to make recommendations for reasonable adjustments in the Scope of Work, and to include in the Construction Documents alternate items, as are approved by the Engineer in writing.
- 2.2.3.4 CMAR shall prepare an estimate of Construction Costs as soon as major Project requirements have been identified and update the estimate for each submittal of the Design Submission Documents specified in Section 1.2.19. For all bid packages for Construction, CMAR shall prepare a quantity take-off cost estimate based on agreed WBS structure within two weeks, or as otherwise approved by SCP, of receipt of applicable documents from the Design Professional. All estimates of Construction Costs shall make allowance for bidding and price escalation. During the Pre-Construction Phase, CMAR shall continually monitor the cost estimates to help assure that the Cost of the Work remains within the applicable portions of the Project Budget or GMP, as applicable. No construction services or Work to be performed under the Agreement shall commence until a GMP is established by CMAR, submitted and accepted by the Engineer.
- 2.2.3.5 All CMAR cost estimates shall be prepared separately and independently from the Design Professional cost estimates and shall be based on quantitative takeoffs whenever possible and shall be completed in sufficient depth and organization to be used in preparing budgets based on sub-trades, combinations of sub-trades, building systems, and sub-trade quote packages. The CMAR and the Design Professional will collaborate and agree on quantities based on the quantity takeoff comparison process. A lump sum estimate is not acceptable unless it is otherwise agreed to by SCP and such estimate relates to an actual Subcontractor price or bid.
- 2.2.3.6 CMAR shall submit all applicable cost estimates to the Design Professional and the Engineer for review, scope verification and reconciliation with the Design Professional's estimates of cost. If the Design Professional and CMAR cannot agree on any individual cost items, then the highest identified cost of either will be utilized and noted as such by CMAR in the submission of the cost estimate to SCP as part of the design submittal.
- 2.2.3.7 After review and scope verification of the cost estimate done by the Design Professional and/or the Engineer, CMAR shall a) notify the Engineer if it appears that the Design Professional estimate of Construction Costs will exceed the applicable portion of the projected Project Budget or GMP as may be applicable, b) satisfactorily demonstrate the accuracy of its estimate in such detail as shall be reasonably required by SCP, and c) make reasonable recommendations for corrective action consistent with the Project Budget or GMP, as may be applicable. All such cost estimates must be within Project Budget or GMP as applicable or include reasonable recommendations for bringing the estimates within the Project Budget or GMP, as applicable, prior to final submission to the Engineer for review and acceptance. Any costs to correct Design Documents to bring the Project back within the Project Budget or GMP, as applicable, shall not be borne by CMAR.
- 2.2.3.8 Design Professional/CMAR Cooperation: The Design Professional, by the terms of its agreement with SCP, is obligated to provide reasonable cooperation to CMAR in the development of estimates of Construction Costs and the GMP. Similarly, CMAR shall provide reasonable cooperation to the Design Professional in the development of estimates of Construction Costs and the GMP. At each design subphase, the Design Professional and CMAR shall reconcile their cost estimates with each other and SCP no later than seven (7) calendar days, or as otherwise approved by SCP, after the completion of their respective cost estimates to assure the Engineer that the Project Cost is within the designated budget.

2.2.4 OTHER PRE-CONSTRUCTION SERVICES.

- 2.2.4.1 CMAR shall review the Drawings and Specifications as they are being prepared and recommend alternative methods whenever design details affect construction feasibility, schedules or cost. However, nothing contained in this section 2.2.4.1 shall be construed to require CMAR to provide design services.
- 2.2.4.2 CMAR shall make recommendations to the Engineer and the Design Professional regarding the division of work in the Drawings and Specifications to facilitate the bidding and awarding of subcontracts, allowing for phased construction, if applicable, taking into consideration such factors as time of performance, availability of labor, overlapping trade jurisdictions, provisions for temporary facilities, and the like.
- 2.2.4.3 Coordinating with the Design Professional, CMAR shall provide a written Constructability Review of all Drawings and Specifications, in a form acceptable to the Engineer. The Constructability Review shall (a) minimize areas of conflict, errors, omissions, and overlapping of the Work to be performed by the various Subcontractors, (b) confirm that the full Scope of Work has been included in the Drawings, (c) endeavor to minimize cost and value engineer proposals where appropriate, and (d) allow for phased and/or fast-track quote packages and construction, as required.
- 2.2.4.4 CMAR shall attend all regular meetings with the Engineer and the Design Professional and such additional meetings as the Engineer may request. All regular meetings shall be scheduled by the Design Professional and approved by the Engineer. All additional meetings shall be scheduled by the Engineer.

At a minimum, CMAR shall attend the following meetings and shall be responsible for leading the meeting or issuing meeting minutes as noted in the chart below. Additional meetings may be required by the Engineer or may be necessary in the normal course of business. Such additional meetings shall not be additionally compensated by SCP to CMAR unless agreed to in advance in writing by the Engineer and unless the scope of such meetings could not have reasonably been expected given the scope of the Project.

MEETING	LEAD	FREQUENCY	ISSUE MINUTES
Kickoff	SCP	One	DP
Design Phase Progress	DP	As-needed	DP
Deliverables Format	DP	Once	DP
Deliverables to User Groups	DP	As-Needed	DP
Plan Review	SCP	Minimum Four	DP
GMP-Setting	SCP	As-Needed	DP
Design Related Subject - Before 100% CD Set	DP	As-Needed	DP
Design Related Subject - After 100% CD Set	CMAR	As-Needed	CMAR
Pre-Construction	SCP	One	DP
Construction Phase Progress	CMAR	Bi-weekly	CMAR
Closeout	SCP	One	CMR
Others as required by SCP	TBD	TBD	TBD

2.2.4.5 CMAR shall investigate and recommend materials and equipment that could be purchased directly by SCP. In providing its recommendations, CMAR will consider the impact of any long lead times associated with any materials or equipment needed on the Project and the potential cost-savings from mass purchasing power. In addition, CMAR will recommend a schedule for such purchases, after coordination with the Design Professional regarding the timetable for preparation of Construction Documents; and expedite and coordinate delivery of these purchases to facilitate their delivery by the required dates. CMAR shall coordinate with the Engineer regarding the installation of any such purchased materials and equipment.

2.2.4.6 Subcontractor Selection.

2.2.4.6.1 Pre-Construction Phase. If the Engineer determines it will be to the advantage of SCP or the Project to select certain subcontracting trades to participate in the design process during the Pre-Construction Phase, CMAR may add Subcontractors as Subconsultants to CMAR team. The inclusion of any and all Subcontractors shall require the approval of the Engineer. The addition of Subcontractors to the Pre-Construction Phase shall not be construed as approval of that Subcontractor to perform services during the Construction Phase. The addition and approval of subconsultants shall not be construed as authority to increase the Pre-Construction Services Phase Fee unless the Agreement is amended. When selected, the Subconsultant key personnel and their fee rates, if applicable, shall be added to CMAR's proposal in Exhibit B.

For Subcontractors selected for Pre-Construction Services, CMAR must establish to the Engineer's satisfaction that the Subcontractor's price submission and subsequent construction costs are reasonable and appropriate by following the procedures outlined in Section 2.2.4.6.3.

2.2.4.6.2 Construction Phase. CMAR shall, with the assistance of the Engineer and the Design Professional, prepare the necessary and appropriate bidding information, bidding forms, and pre-qualification criteria for bidders; develop Subcontractor interest; establish bidding schedules; advertise for bids; and conduct pre-bid conferences to familiarize bidders with the bidding documents and management techniques and with any special systems, materials, or methods. CMAR shall review all potential Subcontractors with the Engineer and the Design Professional and obtain the Engineer's approval of the pre-qualification of any Subcontractor in accordance with the Engineer-approved Subcontractor Selection Plan. If CMAR becomes aware, prior to any bid date, that less than three (3) pre-qualified Subcontractors plan to bid any portion of any Bid Package or that anticipated bids from previously approved or pre-qualified Subcontractors are likely to exceed the current Schedule of Values or estimate of Construction Cost, CMAR shall promptly notify the Engineer.

2.2.4.6.3 CMAR shall receive and open bids when advertised, prepare a bid analysis, conduct pre-award conferences, and notify the Engineer and the Design Professional concerning which bids from pre-qualified Subcontractors will be accepted and awarded. The Engineer and the Design Professional shall be notified of the time and place of all bid openings and shall be permitted to attend such openings with their representatives and guests. A proposal to accept other than a low lump sum bid shall be justified in writing by CMAR with sufficient detail to satisfy the Engineer and be subject to prior written approval by the Engineer. Subcontractor proposals will be evaluated and awarded for best value overall to the Project. When CMAR proposes to accept a subcontract bid other than the low bid, CMAR must justify such action in writing and obtain written approval from the Engineer before making the subcontract award. Once approved by the Engineer, no Subcontractor may be replaced by CMAR without SCP's prior approval and any change in cost to CMAR will not be a responsibility of SCP and there will be no increase in GMP or contract price by reason of such change of cost. Within thirty (30) calendar days after award, one fully executed subcontract for work or services on this Project shall be furnished to SCP together with all special or supplementary conditions applicable to the subcontract work.

2.2.4.7 CMAR Self-Performance.

2.2.4.7.1 CMAR must disclose to the Engineer, upon initiation of Pre-Construction services, any portions of the Work that are to be considered for potential self-performance. CMAR will submit a proposed price (the "Price Submission") for each of these portions of the construction work.

2.2.4.7.2 To evaluate CMAR's Price Submission on self-performed work, the Engineer may do any or all of the following at the Engineer's discretion: (i) engage an estimator selected by the Engineer to prepare an independent estimate of this portion of the construction work; (ii) engage the DP or other consultants to do a construction market study to confirm construction market impacts to the cost of this portion of the construction work, or (iii) take other action to evaluate CMAR's Price Submission. In any event, CMAR is responsible to establish to the Engineer's satisfaction that CMAR's Price Submission is reasonable and appropriate. If the Engineer is satisfied that CMAR Price Submission is reasonable and appropriate, SCP will advise CMAR that CMAR is selected for that portion of the construction work.

2.2.4.7.3 If, at the conclusion of the review of CMAR's proposed price, the Engineer is not satisfied that CMAR's Price Submission is reasonable and appropriate, the Engineer will so advise CMAR and CMAR will proceed in the following manner: There will be a normal Subcontractor bid competition for selection of the Subcontractor to perform this portion of the construction work, in accordance with the procedures in section 2.2.4.6.2, except that, notwithstanding any other provision of CMAR Design Phase Services Contract Documents to the contrary, (i) CMAR's Price Submission will be CMAR's bid for that portion of the construction work in the Subcontractor bidding process; (ii) CMAR must obtain bids for that portion of the construction work from a minimum of two other pre-qualified Subcontractors, (iii) the Subcontractor bids for that portion of the construction work must be delivered to the Engineer rather than CMAR, and (iv) the Engineer will decide which bid to accept, in accordance with Section 2.2.4.6.2. No bid, or decline to tender a bid by others can be taken as a bid, upon Engineer's approval.

2.2.4.7.4 CMAR shall perform all other pre-construction services as identified in the Project Program.

2.3 LEGAL REQUIREMENTS.

2.3.1 CMAR shall perform all Work in accordance with the Legal Requirements and the General Conditions and otherwise shall provide all notices applicable to the Work. It is the responsibility of CMAR during the Pre-Construction Phase to assist the Design Professional and SCP to ascertain that the Construction Documents under preparation are in compliance with all Legal Requirements.

2.4 GOVERNMENT APPROVALS, REGULATIONS, AND PERMITS.

- 2.4.1 Unless otherwise provided in the Contract Documents, CMAR has the responsibility to obtain and pay for all necessary permits, approvals, licenses, government charges, plan review fees and inspection fees required for the prosecution of the Work. CMAR shall follow all SCP permitting and inspection procedures.
- 2.4.2 All permits of a temporary nature and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by CMAR. All costs associated with obtaining any temporary permits will be payable from the Construction General Conditions.
- 2.4.3 SCP will obtain permits and/or letters of no objection from governmental agencies for the permanent work including those from the Corps of Engineers, Lake Borgne Basin Levee District, LADOTD, LADNR, LADEQ, U. S. Coast Guard, etc. and railroad companies as applicable. A St. Bernard Parish building permit is not required. CMAR shall comply with all local ordinances applicable to construction operations.
- 2.4.4 If the USCG puts the Regulated Navigational Area (RNA) into effect, it is the responsibility of CMAR to be aware of this and comply. RNAs are water areas within a defined boundary for which regulations for vessels navigating within the area have been established. The District Commander can issue RNAs to control vessel traffic in a place determined to have hazardous conditions. RNAs usually prescribe what type or size of vessels may enter an area or in what manner they must navigate. —All costs associated with compliance to RNA will be handled as an Allowance, Contingency, or Change Order.

- 2.4.5 If any regulatory entity such as USCG, USACE, SLFPAW, SLFPAE requires any pre-storm mitigation that directs CMAR to de-mobilize any or all of its equipment, staging, materials, etc. as a precaution to any flood or wind damages impacting navigation, flood protection floodwalls and levees, or general public safety. All costs associated with compliance to agency pre-storm mitigation compliance will be handled as an Allowance, Contingency, or Change Order.
- 2.4.6 Prior to any work being connected to receive service from any utility, whether owned privately or publicly, all requirements of that utility shall be complied with by CMAR, who shall be held responsible for determining the extent of such requirements, and who shall pay all fees and charges involved, unless SCP has made other arrangements under the terms of this Agreement.

## 2.5 CMAR'S CONSTRUCTION PHASE SERVICES.

- 2.5.1 Unless otherwise provided in the Contract Documents to be the responsibility of SCP or of a separate Contractor(s), CMAR's Construction Phase Services shall include: team management and coordination, scheduling, and change order management, submittal process management, subcontracting, field management, safety program development and management, close-out process, and warranty period services. This responsibility shall include providing, through itself or its Subcontractors, all necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities needed to permit CMAR to complete construction of all Work consistent with the Construction Documents.
- 2.5.2 CMAR shall perform all construction work, services, and activities efficiently and with the requisite expertise, skill, quality and competence necessary to satisfy the requirements of the Contract Documents. CMAR shall at all times exercise complete and exclusive control over the means, methods, sequences, and techniques of construction.
- 2.5.3 CMAR shall only employ Subcontractors (of any tier) who are properly licensed and fully able and committed to performing the Work in compliance with the Construction Documents and with the same or higher degree of skill, quality, and competence as CMAR. Any Subcontractors performing work valued at \$50,000 or more shall be licensed in accordance with L.A. R.S. 372163 and 2150.1.
- 2.5.4 CMAR shall be fully responsible for the Work of its Subcontractors and any of their acts and omissions in connection with the performance of their work. Nothing in the Contract Documents is intended or shall be deemed to create any legal or contractual relationship between SCP and a Subcontractor (of any tier). In addition, nothing in the Contract Documents is intended to, or shall be deemed to create any third-party beneficiary rights.
- 2.5.5 CMAR is responsible for coordinating the activities and Work of all Subcontractors. If SCP is performing other work with separate contractors under SCP's control, CMAR agrees to cooperate and coordinate its Work with the work of SCP's separate contractors so that the Project can be completed in an orderly, efficient, and coordinated manner reasonably free of significant disruption to any party.
- 2.5.5.1 SCP reserves the right to award other contracts related to the Project or to perform certain work itself. Any such other work may or may not be known to SCP or disclosed to CMAR prior to execution of the Agreement. CMAR shall afford SCP and such other contractors' reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and CMAR shall properly coordinate its work with theirs in such manner as the Engineer or the Construction Management Professional may direct. CMAR shall also assure at its own cost reasonable access of other contractors to their site and their work. Whenever work being done by SCP itself or by others is contiguous to the Work covered by this Agreement, the respective rights of the various interests involved shall be established by the Engineer and as mutually agreeable.
- 2.5.5.2 Upon request of CMAR, the Engineer will provide CMAR with a copy of drawings, specifications, schedules, or other needed data relating to such other contracts or work as may be necessary to meet CMAR's duty to coordinate. CMAR shall thoroughly examine these documents and shall within five (5) business days of receipt of these documents notify the Engineer in writing of any conflicts with the Work to be performed by CMAR. In no event shall such notice be given by CMAR so late as to interfere with or delay the Work to be performed by CMAR. Failure of CMAR to request, review, or provide written notice as provided above shall constitute a waiver of any objections or claims CMAR may otherwise have as a result of the necessity to coordinate CMAR's Work with other activities. If any part of CMAR's work depends for proper execution or results upon the work of any other party, CMAR shall inspect and promptly report to the Engineer any and all defects in such work that render it unsuitable for such proper execution and results. His failure to inspect and report shall constitute an acceptance of the other party's work as fit and proper for the reception of his work except as to defects which may develop in the other party's work after the execution of his work.
- 2.5.5.3 Should CMAR sustain any damage through any act or omission of any other such contractor or subcontractor, CMAR shall have no claim or cause of action against SCP for such damage and hereby waives any such claim. CMAR does not waive any claim or cause of action against any other contractor or subcontractor or SCP tenant to recover any and all damages sustained by reason of the acts or omissions of such other contractor or subcontractor. The phrase "act or omission" as used in this section shall be defined to include, but not be limited to, any delay on the part of any such other contractor or subcontractor, whether due to negligence, gross negligence, inadvertence or any other cause.
- 2.5.5.4 Should CMAR negligently cause damage to the work or property of any other contractor, subcontractor, or tenant of SCP, CMAR shall upon receiving due notice of damage promptly attempt to settle with such other contractor, subcontractor, or SCP tenant by agreement, repair or otherwise to resolve the dispute. If any such separate contractor sues or initiates a proceeding against SCP on account of any damage alleged to have been caused by CMAR or its Subcontractors, SCP shall notify CMAR who shall at his own cost defend such proceedings, or pay the costs of SCP defending such proceedings, and if any judgment or award against SCP arises therefrom, CMAR shall pay or satisfy it and shall reimburse SCP for all attorney's fees and court or other costs which SCP has incurred in connection with the matter.
- 2.5.6 CMAR shall keep the Site free from debris, trash and construction waste to permit CMAR to perform its construction services efficiently, safely and so as not to interfere with the use of any adjacent land areas, including the reasonable aesthetic appearance of the jobsite and all storage/staging areas. CMAR shall also be responsible for and take precautions and measures to fully secure, safeguard and protect the Work during the Construction Phase. CMAR shall provide and maintain all necessary flagmen, watchmen, barricades, warning lights, signs and other suitable protective devices, together with marking buoys and other navigational aids, as required, and shall take all other necessary precautions for the protection and safety of the work and the public against personal injury (including death) and property damage. He shall continuously maintain adequate protection of all Work from damage, and he shall take all reasonable precautions to protect SCP's properties from damage or loss arising in connection with this Agreement. He shall be liable for any and all damage, injury or loss resulting from his failure to provide such necessary protective precautions, except such as may be directly due to or caused by agents or employees of SCP. He shall adequately protect adjacent private and public property. Unless previously released of responsibility by SCP, CMAR's responsibility to secure, safeguard and protect the Work and Site shall continue until Final Completion and final acceptance by the Engineer.
- 2.5.7 CONTROL OF THE WORK.
- 2.5.7.1 CMAR shall supervise and direct the Work of his employees and Subcontractors and coordinate the Work with the activities and responsibilities of SCP and the Design Professional so as to complete the Work in accordance with SCP's objectives of cost, time and quality as set forth in the Contract Documents.
- 2.5.7.2 CMAR shall establish an on-site organization with lines of authority to carry out the overall plans for completion of the Work.
- 2.5.7.3 CMAR shall schedule, notice, conduct, and take and distribute minutes of progress meetings at which the Engineer, the Design Professional, and CMAR can discuss jointly such matters as procedures, progress, and problems. The frequency of such meetings shall be as directed by the Engineer.

## 2.5.9 DAILY LOG.

- 2.5.9.1 CMAR shall maintain a daily log of construction activities for each calendar day of the Contract Time, using a form pre-approved by the Engineer. In that log CMAR shall document all activities at the Work Site, including, but not limited to:
- Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the job Site, and any other weather conditions which adversely affect Work at the Site;
  - Soil conditions which adversely affect Work at the Site;
  - The hours of operation by CMAR and individual Subcontractor;
  - The number of CMAR and Subcontractors present and working at the Site, by subcontract;
  - The equipment at the Site;
  - A description of the Work being performed at the Site;
  - Any delays, disruptions or unusual or special occurrences at the Site;
  - Materials received at job Site;
  - A list of all visitors at the Site; and

- Any other information relevant to activities on the Site that day.

2.5.9.2 CMAR shall provide copies of the daily logs to the Engineer on a weekly basis. The daily log shall not constitute written notice to SCP of any event or occurrence when such notice is required by the Contract Documents.

2.5.9.3 Any changes affecting previously approved Work shall require prior written approval of the Engineer.

## 2.5.10 SUPERVISION AND CONSTRUCTION PROCEDURES.

2.5.10.1 CMAR shall supervise and direct the Work, using CMAR's best skill and attention. CMAR shall be solely responsible for the coordination and accomplishment of all portions of the Work under the Contract Documents.

2.5.10.2 CMAR shall be responsible to SCP for the acts and omissions of CMAR's employees, Subcontractors of all tiers, their agents and employees, and any other persons performing any of the Work or furnishing materials under a contract with CMAR.

2.5.10.3 CMAR shall not be relieved from his obligation to perform the Work in accordance with the Contract Documents either by the activities or duties of the Design Professional, CMP, or the Engineer in his administration of this Agreement, or by inspections, tests or approvals required or performed by persons other than CMAR. Nothing contained in this paragraph shall preclude CMAR from asserting any rights he may have under this Agreement in the event of unreasonable delays to CMAR in the conducting of any inspections, test, approvals, or other actions by the Design Professional, CMP, or the Engineer upon which CMAR is dependent.

2.5.10.4 CMAR shall employ a competent SCP-approved Superintendent and necessary assistants, who shall be in attendance at the Project Site during the progress of the Work. Said Superintendent shall have full authority from CMAR to carry out all orders given by SCP and shall exercise active supervision of all work performed during the Construction Phase under this Agreement, including work subcontracted. CMAR shall also employ CMAR Representative (approved by SCP) together with such additional engineering and clerical support as may be reasonably required and appropriate to the stage of construction work. Once designated, the Superintendent and CMAR Representative shall not be changed except with the prior consent of SCP, unless the Superintendent or the CMAR Representative proves to be unsatisfactory to SCP or ceases to be in CMAR's employ. The Superintendent and the CMAR Representative shall represent CMAR and all communications given to the Superintendent and Representative shall be binding on CMAR.

2.5.10.5 CMAR shall at all times enforce strict discipline and good order among his employees and his Subcontractors' employees and shall not allow employment on the Work of any unfit person or anyone not skilled in and capable of performing the task assigned to them. If any person employed on the Work shall refuse or neglect to obey the directions of CMAR, or his duly authorized agents, as to workmanship, character of the work or quality of the materials, or if he is so incompetent, disorderly or unfaithful as to interfere with the proper fulfillment of this Agreement, he shall, upon the request of the Engineer, be at once discharged and not again employed on the Work.

2.5.10.6 CMAR shall at all times allow SCP, the Design Professional, or any other designated representatives access to the construction work to observe progress and inspect the quality of work and conformance to the Construction Documents.

2.5.10.7 Any Work required to be inspected by the Design Professional and/or the Engineer prior to being covered, which is covered up without prior inspection or without prior consent of the Design Professional and/or SCP, must be uncovered by CMAR, if requested by the Design Professional or the Engineer, and then re-covered at no cost to SCP, notwithstanding the provisions of the following Section.

2.5.10.8 CMAR shall notify the Engineer and the Design Professional in writing at least five (5) business days prior to the time at which SCP or the Design Professional must be present to perform an inspection. Failure to provide such notice shall make CMAR solely responsible for all consequences, including back-charges for subsequent re-inspection, of non-inspection and any required access to or uncovering of such Work.

CMAR shall advise the Engineer and the Design Professional of any additional inspections required by other entities, including but not limited to any Authority Having Jurisdiction (AHJ), and shall follow those entities' required inspections procedures. Failure to provide such notice to the Engineer, the Design Professional, or any other entity requiring inspection, shall make CMAR solely responsible for all consequences, including back-charges for subsequent re-inspection, of non-inspection and any required access to or uncovering of such Work.

## 2.5.11 ADMINISTRATION.

2.5.11.1 Except as may be expressly provided to the contrary in the Contract Documents, the CMAR Representative(s), with a primary contact designated, shall forward all written communications and all documents simultaneously to SCP's Representative(s) and the Design Professional's Representative(s) as designated.

## 2.5.12 DRAWINGS AND SPECIFICATIONS.

2.5.12.1 CMAR shall study and compare the Construction Documents prior to beginning work on each phase or portion of the Work and immediately report to the Design Professional and the Engineer any material error, inconsistency, conflict, ambiguity, or omission that is discovered.

2.5.12.2 The Construction Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Where required, CMAR shall perform no portion of the Work without having shop drawings, product data or samples approved; any Work performed in violation of this provision will be solely at CMAR's risk regardless of the Design Professional's and/or the Engineer's knowledge of such Work being performed.

2.5.12.3 The Construction Documents shall be interpreted as being complementary, requiring delivery by CMAR of a complete Project, or a designated portion thereof. Any requirement in any one of the Construction Documents is as binding as if it were included in all Construction Documents. In the event of any conflict or ambiguity, perceived or real, CMAR shall request an interpretation by the Design Professional before performing the Work. Generally, the Specifications ("Specifications") address quality, types of materials and contractual conditions while the Drawings ("Drawings") show placement, sizes, and fabrication details of materials. In the event a conflict is discovered in the Construction Documents, the priorities stated below shall govern and control:

- Addenda shall govern over all other Construction Documents;
- Subsequent addenda shall govern over prior addenda, but only to the extent modified;
- In case of conflict between Drawings and Specifications, the Specifications shall govern;
- Conflicts within the Drawings:
  - Schedules, when identified as such, shall govern over all other portions of the Drawings.
  - Specific notes shall govern over all other notes and all other portions of the Drawings, except the schedules described in 2.5.12.3.d (1) above.
  - Larger scale drawings shall govern over smaller scale drawings.
  - Figures or numerical dimensions shall govern over dimensions obtained by scaling.
- Conflicts within the Specifications: These General Conditions shall govern over all sections of the Specifications except for specific modifications thereto that may be stated in Special Conditions or addenda. No other section of the Specifications shall modify these General Conditions; and
- In the event provisions of codes, safety orders, Construction Documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern;

2.5.12.4 If the Construction Documents are not complete as to any minor detail of a required construction system or with regard to the manner of combining or installing of parts, materials or equipment, but there exists an accepted trade standard for good and skillful construction, such detail shall be deemed to be an implied requirement of the Construction Documents in accordance with such standard. That is to say, a) "minor detail" shall include the concept of substantially identical components, where the price of each such component is small even through the aggregate cost or importance is substantial, and shall include a single component which is incidental, even though its cost or importance may be substantial, and b) the quality and quantity of the parts or materials so supplied shall conform to trade standards and be compatible with the type, composition, strength, size and profile of the parts or materials otherwise set forth in the Construction Documents.

## 2.5.13 SUBMITTALS, DRAWINGS AND SHOP DRAWINGS.

2.5.13.1 CMAR shall maintain at the Site, for the use of the Engineer, CMP, and

of the Design Professional, one copy of all Drawings, Specifications, bulletins, addenda, amendments or change orders, field orders, approved shop drawings, approved submittals, supplementary instructions, requests for information, catalog data, manufacturers' operating and maintenance instructions, certificates, warranties, guarantees and other contract related documents and their modifications, if any, in good order and marked daily by CMAR to record all approved changes made during construction. All of these shall be turned over to the Construction Management Professional by CMAR at the time of Substantial Completion for the purpose of the Construction Management Professional assembling and correlating the material for use by SCP.

2.5.13.2 CMAR shall submit to the Design Professional, with such promptness as to cause no delay in its Work or in the work of any other contractor, all submittals and shop drawings as are required by the Construction Documents or as are necessary to illustrate details of the Work. Prior to beginning Work and as the first submittal, CMAR shall submit a submittal register, in a format approved by the Engineer, of the items and materials for which submittals are required by the Agreement.

2.5.13.3 Each submittal and shop drawing must be accompanied by a CMAR transmittal letter containing a list of the titles and numbers of the shop drawings. Each series shall be numbered consecutively for ready reference. Each submittal and shop drawing shall be marked with the following information:

- a) Date of Submission
- b) Name of Project
- c) Location of Project
- d) Branch of Work (Specification Section)
- e) Project Number
- f) Name of Submitting CMAR
- g) Name of Subcontractors
- h) Revision Number
- i) If a drawing, an appropriate drawing number.

At the request of SCP, identified submittals shall be submitted to the Engineer for its review concurrent with review of same by the Design Professional. During the Construction Phase CMAR shall promptly provide the Engineer with an electronic copy of all approved submittals.

2.5.13.4 All Subcontractor submittals and shop drawings shall be reviewed by CMAR prior to being submitted to the Design Professional and each shall bear a written statement by CMAR that the submittals and shop drawings are consistent with the Construction Documents and other Contract Documents or, if not totally consistent, shall bear a written statement indicating all variances from the Construction Documents and other applicable Documents. Any submittals or shop drawings submitted without the statements will be returned for resubmission; and such submittals or shop drawings will be considered as not having been submitted, and any delay caused thereby shall be CMAR's sole responsibility. This review by CMAR of Subcontractor submittals and shop drawings shall not be construed as CMAR approval of the design therein except that it shall be a representation that the letter accompanying the submittal or shop drawings does indicate all variances from the Construction Documents and other Contract Documents as required by section 2.5.13.5.

2.5.13.5 CMAR shall include with submittals and shop drawings, a letter to the Design Professional, with concurrent copy to the Engineer, indicating all variances from the Design Professional's Drawings and Specifications. Failure to so notify the Design Professional of such variances will be grounds for subsequent rejection of the related Work or materials. If, in the opinion of the Design Professional, the variances are not acceptable, CMAR must furnish the item as specified or as indicated on the Construction Drawings.

2.5.13.6 It is CMAR's obligation and responsibility to check all of its submittals and shop drawings and to be fully responsible for them and for coordination with connecting Work. Submittals and shop drawings shall indicate in detail all parts of an item of Work, including erection and setting instructions and engagements with Work of other trades or other separate contractors.

2.5.13.7 By the act of reviewing or submitting submittals and/or shop drawings, CMAR thereby represents to the Engineer and the Design Professional that it has determined and verified availability, field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that it has checked and coordinated each submittal and/or shop drawing with the requirements of the Work and of the Construction Documents. If any specified material, item or part is not available, CMAR shall so indicate to the Design Professional.

2.5.13.8 The Design Professional shall review and approve submittals and shop drawings and return them to CMAR within fourteen (14) calendar days of receipt unless otherwise previously agreed in writing. For scheduling purposes, CMAR must assume a 14-day review period for each submittal or set of shop drawings, and ten (10) calendar days for resubmittals, except for complex submittals identified by the Design Professional as having significant deficiencies, wherein the resubmittal turnaround time will be within fourteen (14) calendar days. If review and approval are delayed beyond fourteen (14) calendar days, the Design Professional shall notify CMAR and the Engineer in writing stating the reason for the delay. Approval shall not relieve CMAR from the responsibility for variances from the Drawings and Specifications, unless it has been called to the Design Professional's attention, in writing, at the time of submission. Any modification will be approved only if it is in the interest of SCP to effect an improvement in the Work and does not increase the GMP or Contract Time. Any such modification is subject generally to all other provisions of the Construction Documents and is without prejudice to any and all rights under any surety bond. Submittals and shop drawings will be returned stamped with one of the following:

- a) Conforms with Concept- Reviewer found no objectionable deviations and it conforms with the design concept
- b) Conforms with Concept as Noted- Reviewer found no major deviations from the Construction Documents. Minor discrepancies or deficiencies were noted onto the submittal or drawing. Corrected Copies are not required for resubmittal, however the item is to be furnished in accordance with the notes. If contractor, supplier, or manufacturer takes exception to any of the notes, then corrected or supplemental data is to be resubmitted.
- c) Revise and Resubmit- Reviewer found major discrepancies or deficiencies such that the submittal or shop drawings must be corrected to comply with the Agreement and resubmitted.
- d) Not Accepted- Reviewer has determined the item submitted does not meet the requirements of the Agreement and correct data must be resubmitted.

2.5.13.9 If the Design Professional returns a submittal or shop drawing to CMAR with the notation "Not Accepted" or "Revise and Resubmit", CMAR, so as not to delay the Work, shall promptly resubmit a submittal or shop drawing conforming to the requirements of the Construction Documents and indicating in writing on the submittal or shop drawing and on the transmittal what portions of the resubmittal have been altered in order to meet with the approval of the Design Professional. Any other differences between the resubmittal and the prior submittal shall also be indicated by CMAR on the shop drawing and on the resubmittal as a special note.

2.5.13.10 No extension of Contract Time will be granted to CMAR because of its failure to submit submittals or shop drawings with sufficient time to allow for review, possible resubmittals and approval. Work shall not commence until CMAR has received written approval. CMAR shall furnish prints of its approved submittals and shop drawings to all the Subcontractors whose work is in any way related to the Work. Only prints bearing this approval will be allowed on the Site.

#### 2.5.14 MATERIALS, PRODUCT SAMPLES, TESTS, AND CERTIFICATES.

2.5.14.1 CMAR shall furnish product samples of all items requested or required by the Specifications. Product samples shall be properly identified and submitted with such promptness as to cause no delay in Work or in the work of any other contractor and to allow time for consideration by the Design Professional and the Engineer. The Design Professional and/or the Engineer will review product samples in accordance with Section 2.5.13 above.

2.5.14.2 Each Product Sample must be accompanied by a letter of transmittal containing the following information:

- a) Date of Submission
- b) Name of Project
- c) Location of Project
- d) Branch of Work (Specification Section Number)
- e) Project Number
- f) Name of Submitting CMAR
- g) Name of Subcontractor

2.5.14.3 CMAR shall furnish to the Design Professional a certificate stating that material or equipment submitted by CMAR complies with Contract Documents. If a certificate originates with the manufacturer, CMAR shall endorse it and submit it to the Design Professional together with a statement of compliance in its own name.

2.5.14.4 No tests, inspections or approvals performed or given by the Engineer or the Design Professional or others acting for SCP or any agency of Federal, State or Local government nor any acts or omissions by SCP or the Design

Professional in administering this Agreement shall relieve CMAR from its duty to perform the Work in accordance with the Contract Documents and all applicable law or regulation or code.

2.5.14.5 Unless the Design Professional is authorized at the time of submittal to return samples at CMAR's expense, rejected samples will be destroyed.

2.5.14.6 After delivery of materials by CMAR, SCP may make such tests, as it deems necessary and at its expense, with samples required for such tests being furnished by and at the cost of CMAR. Any test is for the benefit of SCP and shall not relieve CMAR of the responsibility for providing quality control measures to assure that Work performed strictly complies with the Construction Documents. No test shall be construed as implying acceptance of materials, work, workmanship, equipment, accessories or any other item or thing.

2.5.14.7 Materials, workmanship, equipment or accessories may be rejected on the basis of the test results even though general approval has been previously given. If items have been incorporated in Work, SCP shall have the right to cause their removal and replacement by items meeting Construction Document requirements, with the cost of such removal and replacement being done by CMAR and not SCP, or to demand and secure appropriate repair to or price adjustment for the benefit of SCP from CMAR.

2.5.14.8 CMAR shall be responsible for all materials received for the Work, including materials furnished him by SCP, and he shall take all necessary precautions to protect same from loss and damage.

2.5.14.9 CMAR is encouraged to recommend specific materials, equipment, machinery, and other products for incorporation into the Work during the Pre-Construction Phase of the project so they may be included in the Construction Documents. During the Construction Phase, CMAR may suggest alternates from what is specified in the Construction Documents. Alternate materials, equipment, machinery or other products, of well-known manufacture, equal in every respect to those specified, may be used, when approved in advance of their use by the Engineer. All substitutions shall be compatible with other items required for the Work, and equality with specified items shall be as determined by the Engineer, predicated upon the alternate item or items meeting all requirements embodied in those specified. Every substitution, even though approved by the Engineer, shall remain the full responsibility of CMAR. All items shall be handled, applied or installed in strict accordance with manufacturer's recommendations and instructions and with the Construction Documents.

All requests for substitutions shall be submitted in writing by CMAR, and the Engineer's decision will be rendered to CMAR in writing. All requests must be accompanied by complete manufacturer's literature, Drawings if necessary, and Specifications, covering the properties and use of the item or items to be substituted.

#### 2.5.15 AS-BUILT DRAWINGS.

2.5.15.1 Prior to Final Payment, CMAR shall complete and turn over to the Engineer the As-Built Drawings kept current at the Project Site by CMAR. Those As-Built Drawings shall consist of a complete set of drawings in the latest revision, which clearly indicate in red all field changes that were made during contract performance to adapt to field conditions, changes resulting from amendments or change orders and all buried and concealed installation of piping, conduit and utility services, with dates and authorization for each change. All buried and concealed items both inside and outside the facility shall be accurately located on the As-Built Drawings as to depth and in relationship to not less than two permanent features such as interior or exterior wall faces. The As-Built Drawings shall be clean and all changes, corrections, and dimensions shall be given in a neat and legible manner in a contrasting color. CMAR shall review and reconcile details of the As-Built Drawings with SCP's representative monthly, or as otherwise approved by the Engineer. As-Built Drawings may be maintained in hard copy or in digital form pre-approved by the Engineer.

2.5.15.2 Prior to Final Payment, CMAR shall complete and turn over to the Engineer final surveys of each aspect of the project. CMAR shall submit electronic files in a software and format approved by the Engineer. Surveys shall show x, y, and z coordinates for all structures, utilities, and other site features both underground and above-ground. Survey details such as grid spacing, points on structures, and stationing for linear objects shall be coordinated and approved by the Engineer.

#### 2.5.16 SCHEDULE AND COORDINATION.

2.5.16.1 CMAR shall schedule and coordinate the Work of all of its Subcontractors on the Project including their use of the Site. CMAR shall keep the Subcontractors informed of the Project CPM Schedule to enable the Subcontractors to plan and perform their work properly.

2.5.16.2 At the time of the submission of the GMP, CMAR shall submit to the Engineer a detailed CPM Schedule for the Work, which shall provide for the expeditious and practicable execution of the Work. The CPM Schedule shall be consistent with and build upon any previous schedules issued during the Pre-Construction Phase. The CPM Schedule is not to exceed time limits current under the Contract Documents.

2.5.16.3 The CPM Schedule required for the performance of the Work shall include reasonable detail including a time scaled network and computer printout in accordance with the following requirements:

- a) no activity shall be longer than twenty-one (21) calendar days (i.e. task line item duration in the CPM Schedule) in length except fabrication and delivery activities;
- b) each activity must be logically tied to another activity to show its interdependency with other activities;
- c) installation activities must be logically tied to submittal/approval, fabrication and delivery;
- d) only a single critical path shall be allowed; and
- e) all activities on the schedule must be clearly designated.

2.5.16.4 CMAR shall prepare and keep current, for the Design Professional's approval, a timetable for submittals that is coordinated with CMAR's CPM Schedule for the Work and that allows the Design Professional the specified time to review submittals.

2.5.16.5 The CPM Schedule shall be revised monthly by CMAR to reflect actual conditions in the field and be transmitted monthly to SCP and the Design Professional with a Narrative Report including a description of current and anticipated problem areas, delaying factors and their impact and corrective action taken or proposed. This update is to be submitted with each Application for Progress Payment. The Engineer's review of the CPM Schedule update shall not be construed as relieving CMAR of its complete and exclusive control over the means, methods, sequences and techniques of construction. CMAR understands and agrees that the monthly updated CPM Schedule will be the basis for the analysis and granting or rejection of time extensions in accordance with Section 9 of these General Conditions.

2.5.16.6 In addition to the monthly CPM Schedule update, CMAR's schedule shall also be revised at appropriate intervals as required by the conditions of the Work or as directed by the Engineer with a printed and electronic copy of the revision submitted to the Engineer in a format acceptable to the Engineer.

2.5.16.7 CMAR shall perform the Work at all times during the Construction Phase in accordance with the most recent Engineer-approved schedule and consistent with the established Contract Time.

2.5.16.8 It is agreed by the Parties that if CMAR submits an original or updated CPM Schedule which shows that the Project and/or individual milestone(s) for the Project will be completed earlier than required by the adjusted contractual completion date(s), the differences between the forecasted early completion and the required completion shall be considered Project-owned Total Float available for use by both SCP and CMAR.

2.5.16.9 It is also agreed by the Parties that since Total Float time within the CPM Schedule is jointly owned, no time extensions will be granted nor delay damages paid by SCP until a critical path activity delay occurs which extends the Work beyond the adjusted contractual completion date. Since float time within the CPM Schedule is jointly owned, it is acknowledged and agreed by CMAR that SCP-caused delays on the Project may be offset by SCP-caused time savings which result in a critical path activity savings of time to CMAR. In such an event, CMAR shall not be entitled to receive a time extension or delay damages until all SCP-caused time savings are exhausted and the applicable contractual completion date or milestone date is also exceeded.

2.5.16.10 It is also agreed that no time extensions shall be granted nor delay damages paid unless the delay is clearly demonstrated by the updated CPM Schedule and the current and supporting narrative as of the month the change was issued or occurred, or the delay took place.

2.5.16.11 Should the CPM Schedule show CMAR to be thirty (30) days or more behind schedule for the Work at any time during construction, CMAR shall, upon the Engineer's request, prepare a "Recovery Schedule" and report to explain and display how CMAR intends to regain compliance with the CPM Schedule as soon as practicable.

2.5.16.12 If SCP reasonably determines that the performance of the Work is behind schedule such that CMAR will be unable to achieve Substantial Completion of the Work prior to expiration of the Contract Time, SCP shall have the right, but no obligation, to order CMAR to take corrective measures necessary to expedite the progress of construction, including without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment and facilities and (iii) other similar measures reasonably consistent with the Recovery Schedule. The determination of whether the progress of the Work is behind schedule shall take into account any extensions in time to which CMAR is entitled. SCP is hereby permitted to continue use of measures reasonably consistent with the Recovery Schedule until the progress of the Work complies with the stage of completion required by the Contract Documents. SCP's right to require measures reasonably consistent with the Recovery Schedule is solely for the purpose of ensuring CMAR's compliance with the CPM Schedule. In no event shall SCP have control over, charge of or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding the rights and authority granted in this Subsection 2.5.16.12 or elsewhere in the Contract Documents. Except as otherwise agreed upon in writing via change order, CMAR shall not be entitled to adjustment in the GMP in connection with measures reasonably consistent with the Recovery Schedule required by SCP under or pursuant to this Subsection. SCP may exercise its rights under or pursuant to this Subsection as frequently as necessary to ensure that CMAR's performance of the Work will comply with the CPM Schedule and the Contract Documents. The cost of measures reasonably consistent with the Recovery Schedule will be included in the Cost of the Work.

2.5.16.13 No work shall be allowed to be performed at night, on weekends or on a legal holiday without advanced notification by CMAR to the Engineer and with the Engineer's written approval.

## 2.6 CMAR'S RESPONSIBILITY FOR PROJECT SAFETY.

2.6.1 CMAR recognizes the importance of performing the Work in the safest manner possible so as to prevent damage, injury or loss to (a) all individuals at or in the vicinity of the Work, whether working on or visiting the Project or Site; (b) all Work, including materials and equipment incorporated or stored on- or off-Site; and (c) all property adjacent to the Site. On that basis CMAR assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

2.6.2 CMAR and its Subcontractors shall comply with all Legal Requirements relating to safety, as well as any SCP-specific safety requirements set forth in the Contract Documents. CMAR will immediately report, in writing, to SCP's Representative and all government or quasi-government authorities having jurisdiction over matters involving the Work, any significant injury, loss, damage or accident occurring at the Site of the Work. The Construction Industry, OSHA Safety and Health Standards (29 CFR 1926/1920), U.S. Department of Labor, Occupational Safety and Health Administration shall be made part of this Agreement. CMAR shall maintain Project safety statistics, which shall be submitted to SCP upon request.

2.6.3 CMAR shall obtain a Hot Works permit from SCP for any hot work and follow any requirements of such permits.

2.6.4 CMAR's responsibility for safety under Section 2.6 is not intended in any way to relieve CMAR's Subcontractors (of any tier) from applicable obligations and responsibilities for complying with all Legal Requirements, including those related to health and safety matters, and their taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

## 2.7 WARRANTY

2.7.1 CMAR warrants to SCP that the Work under this Agreement, including all materials and equipment furnished as part of the Work, shall be new, unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. CMAR's warranty obligation excludes defects caused by abuse, alterations, normal wear and tear, improper operation or unreasonable failure to maintain work by persons other than CMAR, CMAR's Subcontractors or others under CMAR's control. Nothing in this warranty by CMAR shall limit any manufacturer's warranty that provides SCP with greater warranty rights than set forth in this Section or the Contract Documents.

2.7.2 In addition to any other obligations herein or at law, any action against CMAR on the Agreement or on the bond, or against CMAR or the surety or both on the bond furnished by CMAR, all in connection with the Work or any designated portion thereof shall prescribe in accordance with the provisions of La. R.S. 38:2189. If any part of the Work is found not to be in accordance with the requirements of the Contract Documents, CMAR shall correct it promptly after receipt of written notice from the Engineer to do so. The Engineer shall not be required to provide notice or allow CMAR an opportunity to repair if the Engineer reasonably believes there is risk to life safety. If CMAR fails to correct nonconforming work within a reasonable time after receipt of notice from the Engineer, or if the Engineer determines that delays associated with notice and CMAR's repair may adversely affect SCP's interest, then SCP may correct or have the defective or non-conforming work corrected at CMAR's expense. If later inspection demonstrates that the defect or failure was not covered by the manufacturer's warranty, nor attributable to defective workmanship of CMAR, the cost of repairs or replacements will be for SCP's account. CMAR shall assign or properly transfer to SCP any and all manufacturer warranties it has received in its performance of the Work pursuant to this Agreement.

2.7.3 The Warranties identified herein do not limit or control other remedies available to SCP at law or their limitation periods, if any.

## 2.8 CORRECTION OF DEFECTIVE WORK.

2.8.1 If any portion of the Work is covered over by CMAR or its Subcontractor contrary to the request of the Design Professional or the Engineer or contrary to the Contract Documents or the applicable building standards or codes, that Work, or portion thereof, must be promptly uncovered for observation at CMAR's own expense.

2.8.2 If any portion of the Work, other than those portions required to be inspected by the Design Professional, the Engineer or others prior to being covered, has been covered over, the Design Professional or the Engineer may request that it be uncovered for observation. If such portion of the Work is found to be in accordance with the requirements of the Contract Documents, the cost of uncovering it shall be charged to SCP as an amendment or change order. If such portion of the Work is found not to be in compliance with the requirements of the Contract Documents, CMAR shall bear such costs to uncover, remove and replace or repair such defective work and re-cover the work.

2.8.3 Unless a specific written waiver of such non-conformance has been provided to CMAR, CMAR agrees to promptly correct any Work that is found not to be in conformance with the Contract Documents, whether previously inspected by SCP's representatives or not.

2.8.4 CMAR, upon receipt of written notice from the Engineer that the Work is not in conformance with the Contract Documents, shall, within seven (7) days (except in the case of an emergency or if the item of non-conformance is on the critical path of the CPM Schedule, which will require immediate response) commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to any other parts of the Work affected by the nonconforming Work. In the event CMAR fails to commence the necessary corrective steps within seven (7) days of the notice, SCP, in addition to any other remedies provided under the Contract Documents, may at the end of the seven (7) day period commence to correct or cause the correction of such nonconforming Work with its own or other forces. CMAR shall be responsible for all costs and expenses that SCP incurs in remedying any such Work not in conformance with the Contract Documents, including at SCP's sole discretion, any of its own staff time costs and all Design Professional or other fees incurred. The Engineer will notify CMAR of its intent to make such corrections at or before the commencement of the corrective work.

2.8.5 The warranty period referenced in Section 2.7 applies only to CMAR's obligation to correct Work not in compliance with the Contract Documents and shall not constitute a period of limitations with respect to any other rights or remedies SCP may have with respect to CMAR's other obligations under the Contract Documents.

## SECTION 3

### DESIGN PROFESSIONAL'S & CONSTRUCTION MANAGER PROFESSIONAL'S SERVICES AND RESPONSIBILITIES

#### 3.1 DESIGN PROFESSIONAL.

3.1.1 Under separate agreement with SCP, the Design Professional shall submit to SCP all required Design Submission Documents to describe the Project's essential elements. The Design Submission Documents required of the Design Professional will include Drawings, Specifications, cost estimates and other documents as may be necessary to fully identify the Project scope and materials. CMAR shall submit detailed cost estimates at specific stages of the design effort as part of the Design Submission Documents provided to SCP. At the time of the scheduled submissions, CMAR, the Design Professional and SCP shall meet and confer about the submission with CMAR and the Design Professional identifying during the meeting, among other things, the evolution of the design and any significant changes or variances from the requirements of the Contract Documents or previous design submissions, and, if any, changes in anticipated costs.

3.1.2 Minutes of these design review meetings will be maintained by the Design Professional

and provided to all attendees for review. Following the design review meeting, SCP shall review and approve or reject the Design Submission Documents. SCP may reject full or partial design submittals that do not conform with SCP's Project Criteria, overall Project concepts, and budgets, or for any other reasonable cause consistent with the intent of the Contract Documents. Upon such rejection the Design Professional shall redesign or reengineer the portion of the design rejected, such that it meets SCP's requirements. All variances from SCP's Project Criteria must be approved in writing by the Engineer.

3.1.3 As necessary for the timely completion of the Work, the Design Professional shall submit to SCP for the Engineer's review and approval or rejection, Construction Documents describing the requirements for construction of the Work. The Engineer, the Design Professional and CMAR shall have design review meetings to discuss Construction Documents consistent with section 3.1.1 above, and SCP shall review and approve or reject the Construction Documents within three (3) weeks of receipt from the Design Professional.

3.1.4 The Design Professional will be the initial interpreter of the intent and requirements of the Construction Documents. Following a written request from the Engineer or CMAR, the Design Professional shall promptly provide a written interpretation of the intent or requirements of the Construction Documents. These initial interpretations shall be consistent with the intent of the Contract Documents.

3.1.5 The Design Professional will timely review and approve or take other appropriate action upon CMAR's submittals, such as shop drawings, product data and samples, to ensure conformance with the Construction Documents. Such action shall be taken with reasonable promptness as specified so as not to cause delay. The Design Professional's approval of a specific item or component shall not indicate approval of an assembly of which the item is a component.

3.1.6 Following consultation with, and by direction of, the Engineer, the Design Professional will take appropriate action to facilitate issuance of amendments or change orders and may authorize minor changes in the Work as defined in Section 10.3.

#### 3.2 CONSTRUCTION MANAGEMENT PROFESSIONAL.

3.2.1 The Construction Management Professional will be SCP's representative during construction. All instructions and communications by the Construction Management Professional to CMAR shall be copied to the Engineer. The Construction Management Professional will, unless otherwise provided, support SCP in receipt and processing of CMAR's pay applications as described in Section 7 below and otherwise shall have authority to act on behalf of the Engineer only to the extent provided in the Contract Documents.

3.2.2 The Construction Management Professional and the Engineer will each have authority to reject any Work which does not conform to the Contract Documents and to require special inspection or testing. However, neither the authority to act given to the Construction Management Professional and the Engineer under this subparagraph nor any decision made by them in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility by them to CMAR, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

3.2.3 Based on its observations of the Work and evaluation of applications for payment, the Construction Management Professional will have the responsibility to determine the amounts owed to CMAR from time to time under and in accordance with Section 7 of these General Conditions and applicable law.

## SECTION 4

### SCP'S SERVICES AND RESPONSIBILITIES

4.1 SCP shall, throughout the performance of the Agreement, reasonably cooperate with CMAR and perform SCP's responsibilities, obligations and services in a timely manner so as not to delay or interfere with CMAR's performance of its obligations under the Contract Documents.

4.2 SCP's Representative shall be responsible for processing and delivery of SCP-supplied information and approvals or rejections in a timely manner to permit CMAR to fulfill its obligations under the Contract Documents. SCP's Representative shall also provide CMAR with reasonably prompt notice if and when it observes any failure on the part of CMAR to fulfill its contractual obligations, including errors, omissions or defects in CMAR's performance of the Work. Failure of SCP or its representatives to notify CMAR hereunder shall not reduce, change, lessen or alleviate in any way, the duties and obligations of CMAR under the Contract Documents.

4.3 The Engineer shall provide reviews and approvals or rejections of CMAR's cost estimate portion of the Design Submission Documents within three (3) weeks of receipt of those documents. The Engineer shall review documents submitted by CMAR and shall render any decisions pertaining thereto without unreasonable delay.

4.4 SCP is responsible for all work performed at the Project by parties under SCP's control other than CMAR or the Design Professional. SCP shall contractually require such parties to cooperate with and coordinate their activities with CMAR so as not to unreasonably interfere with CMAR's ability to complete its Work in a timely manner, consistent with the Contract Documents.

4.5 The Engineer shall interact and reasonably cooperate with CMAR to keep the Work within the Project Budget or GMP, as may be applicable. To that end, the Engineer will reasonably consider recommendations of CMAR to redesign the Construction Documents, include deductive alternatives or reductions in the Work (including Value Engineering Proposals), or otherwise modify the Contract Documents. If at any time, SCP, in its sole discretion, determines that the Cost of the Work cannot be kept within the Project Budget or GMP, SCP may terminate this Agreement in accordance with the Termination for Convenience provisions set forth below.

4.6 SCP, acting through the Design Professional and consistent with SCP's agreement with the Design Professional, shall furnish CMAR Construction Documents and other documents required for CMAR's performance of its Pre-Construction services in electronic format. Additionally, unless otherwise provided elsewhere in the Agreement, SCP will furnish to CMAR, free of charge, copies of the Construction Documents, up to a total of ten (10) sets, upon request. If CMAR requests additional copies of the Construction Documents, they will be charged at cost, for all copies in excess of ten (10) sets.

4.7 Upon request, SCP will provide CMAR with a copy of the executed contract between SCP and the Design Professional. SCP will likewise, upon request, provide the Design Professional with a copy of CMAR Agreement, once executed.

4.8 When, in the opinion of SCP, a property boundary survey is necessary for the proper conduct of the work, SCP will furnish such survey at its expense, unless specifically provided otherwise in this Agreement.

When needed, SCP will also provide, on or adjacent to the site of the work, a base line with starting point thereon, and one or two benchmarks, but CMAR shall be responsible for making, with his own engineers, all other measurements required in laying out and controlling his work.

CMAR shall carefully preserve SCP's benchmarks, reference points and stakes, and in case of willful or careless destruction he shall be charged with the expense of restoring them, and CMAR shall be responsible for any and all mistakes that may be caused by their unnecessary loss or disturbance.

At his discretion, the Engineer may check CMAR's work for proper alignment and grade at any time, but the making of such check or checks shall not be assumed either to establish a precedent requiring similar checking by the Engineer at any other time, or to relieve CMAR from full responsibility for the correctness of his work.

## SECTION 5

### HAZARDOUS MATERIALS AND UNFORESEEN PROJECT SITE CONDITIONS

#### 5.1 HAZARDOUS MATERIALS.

5.1.1 It is the sole responsibility of CMAR, as part of the agreed upon GMP, to properly remove and dispose of any Hazardous Materials identified as such in the Contract Documents by SCP. CMAR, upon encountering any Hazardous Materials not identified in the Contract Documents, shall stop Work immediately in the affected area and notify SCP and, if required by any Legal Requirements, all governmental or quasi-governmental entities with jurisdiction over the Project. SCP has responsibility to take the necessary measures required to properly remove and dispose of Hazardous Materials not identified in the Contract Documents. SCP will be "generator" for hazardous materials or unforeseen hazardous materials both known and unknown.

5.1.2 CMAR will be entitled, in accordance with the provisions of these General Conditions, to an adjustment in the GMP or Contract Time(s) of performance, or both, to the extent that CMAR's costs or time of performance have been adversely and materially impacted by the presence of unforeseen or undisclosed Hazardous Materials.

5.1.3 SCP is not responsible for Hazardous Materials introduced to the Site by CMAR, Subcontractors (of any tier) or anyone else for whom CMAR is responsible unless provision of such Hazardous Materials are called for in the Contract Documents.

5.1.4 CMAR agrees to indemnify, defend and hold harmless SCP and its officers, directors, employees and agents, from and against all claims, losses, liabilities, costs and expenses, including but not limited to attorney's fees and expenses, arising out of or resulting from CMAR's importation, improper handling, storage, abatement, removal or disposal of any Hazardous Materials by CMAR.

5.1.5 Releases of Hazardous Materials. Upon any release of any Hazardous Material in connection with the Work, whether relating to a pre-existing condition or acts or omissions of CMAR, CMAR shall take immediate action reasonably necessary to contain the release and if the Hazardous Material release is not a CMAR release, SCP

will pay CMAR the reasonable costs incurred by CMAR in taking such containment action. SCP may elect to have CMAR control and carry out any containment, clean-up, removal and remediation activity needed, provided that if the release is not a CMAR release, SCP will pay CMAR for such CMAR containment activities in accordance with Section 10.4 of these General Conditions, including allowance of additional Contract Time thereunder.

## 5.2 UNFORESEEN PROJECT SITE CONDITIONS.

- 5.2.1 If CMAR encounters, during the performance of its Work, concealed or latent physical conditions or subsurface conditions at the Project which (a) materially differ from the conditions indicated in the Contract Documents; or (b) are of an unusual nature which differ materially from the conditions ordinarily encountered and generally recognized as inherent in the sort of work provided for in the Contract Documents, CMAR shall immediately provide written notice to the Engineer apprising SCP of the unforeseen conditions encountered. CMAR shall not disturb or modify such conditions without the Engineer's prior written consent. The Engineer shall promptly investigate CMAR's notice of an unforeseen Site condition and advise CMAR of its findings and determination.
- 5.2.2 If the conditions encountered by CMAR under Section 5.2.1 are determined by the Engineer to be an unforeseen Project Site condition, CMAR will be entitled, in accordance with the provisions of these General Conditions, to an adjustment in its GMP and/or Contract Time(s) of performance, to the extent that CMAR's cost or time of performance have been adversely impacted by the unforeseen conditions. Adjustments to GMP will be for the actual Cost of Work impact(s) and a pro rata share of fee incurred by CMAR to address and resolve the unforeseen conditions.
- 5.2.3 No claim by CMAR for an increase in the GMP or in Contract Time(s) shall be considered or allowed by the Engineer without compliance with the advance notice requirement set forth above, submission of verifiable documentation of specific direct cost impact, and an adequate opportunity for SCP to investigate. Extensions of Contract Time(s) will be considered and allowed only when based upon submission of an updated CPM Schedule and supporting narrative showing an actual unavoidable delay to the Project Critical Path due to the unforeseen Project Site conditions.
- 5.2.4 In no event shall the Contract Time or GMP be adjusted for conditions that could or should have been identified by CMAR through its investigations or survey of existing conditions prior to submission and establishment of the GMP and the CPM Schedule.
- 5.2.5 The provisions of Section 5.2 shall also apply if CMAR, in course of the Work, finds any condition that is materially different from that designated in the Construction Documents, either in regard to work previously existing or being performed by others, or finds any material discrepancy between the Construction Documents and physical conditions of the locality, or material errors or omissions on such Construction Documents, or in the layout as given by points and instruction.
- 5.2.6 If the Engineer determines CMAR has no entitlement to an adjustment in GMP or Contract Time for what CMAR contends is an unforeseen Project Site condition, CMAR may only proceed in pursuit of its position or claim in accordance with the provisions of Section 11 of these General Conditions.

## SECTION 6 INSURANCE AND BONDS

### 6.1 BOND REQUIREMENTS.

- 6.1.1 CMAR, after acceptance of the GMP by SCP and prior to the start of any Construction Phase Services by CMAR, shall furnish to SCP good and solvent Payment and Performance Bonds (Attachments 1.1 and 1.2), satisfactory in form to SCP, each in a sum equal to one hundred percent (100%) of the GMP, to ensure prompt and proper performance of all obligations imposed on CMAR under the Agreement, except as provided under La. R.S. 38:2216(c). The bond shall be cancelled, and the surety released only in accordance with the provision of law and this Agreement. The surety on both the Performance Bond and the Payment Bond shall agree that it shall be obligated under the Bonds to any successor, grantee or assignee of SCP with surety's prior approval.

### 6.2 CMAR'S INSURANCE REQUIREMENTS.

- 6.2.1 CMAR shall not commence any Work until it obtains all required insurance and delivers satisfactory proof thereof to SCP. CMAR shall not permit Subcontractors to commence Work until applicable insurance requirements have been complied with by Subcontractor.
- 6.2.2 Applicable Liability Insurance coverage assuring the adequacy of CMAR's performance and warranty obligations shall be maintained for the full warranty period specified in Section 2.7.2 and any specific guarantee or warranty available by law.

### 6.3 GENERAL INSURANCE REQUIREMENTS.

- 6.3.1 Insurance Companies: All insurance shall be written with insurance companies authorized and licensed to do business in the State of Louisiana and having a current A.M. Best's rating A- VII, or better. An acceptable program of self-insurance may be allowed provided CMAR provides proof of sufficient financial ability to self-insure.
- 6.3.2 Primary Insurance: All insurance required herein, except workers' compensation and professional liability, and including any excess or umbrella coverage, shall be primary and noncontributory with regard to any other insurance that may be carried by SCP for its own protection, or which may otherwise provide any insurance coverage to SCP.
- 6.3.3 Proof of Insurance: Before this Agreement becomes effective, the CMAR shall furnish to SCP's Risk Manager certificates evidencing that it has procured the insurance herein required. SCP reserves the right to require CMAR provide updated certificates of insurance, declaration pages, and/or endorsements for any of the insurance required herein at any time. CMAR shall replace all such certificates with new ones within 10 days of expiration.
- 6.3.4 Additional Insured: Except for workers' compensation and professional liability insurances, SCP shall be named additional insured on all policies required herein. The additional insured for the general liability policy shall be for both ongoing and completed operations, by means of endorsements at least as broad as ISO CG 20 10 and CG 20 37 or equivalent. Such endorsements shall be furnished to SCP's Risk Manager.
- 6.3.5 Waiver of Subrogation: For all insurance policies required herein, as well as any other insurance carried by CMAR for its protection, CMAR shall waive all rights of subrogation and shall require that its insurers waive any and all rights of subrogation against SCP. Such waiver of subrogation shall be evidenced by endorsements to the applicable policies.
- 6.3.6 Notice of Cancellation and Material Change: All policies required herein shall provide for written notice of cancellation to be sent to SCP in accordance with policy provisions. In the event of notice of cancellation of or material change in any insurance required herein, upon receiving notice of said material change, CMAR shall immediately provide written notice to SCP. All insurance notice should be sent to SCP at P.O. Box 60046, New Orleans, LA 70160, Attention: Risk Manager.
- 6.3.7 Maintaining Insurance: Except as otherwise stated herein, all insurance policies herein required shall remain in full force and effect until the completion of the Work and the acceptance thereof ("Required Insurance Period") with the exception of Builders Risk Insurance which shall end at Substantial Completion or when the Work, or portion thereof, is put to its intended use. If any insurance required herein is cancelled or materially changed and not immediately replaced during the Required Insurance Period, SCP reserves the right to purchase insurance at the expense of CMAR to protect SCP's own interest. The furnishing of insurance shall not relieve CMAR or its contractor(s) and/or subcontractor(s) of the responsibility for losses not covered by insurance.
- 6.3.8 Subcontractor's Insurance: CMAR shall require that any and all subcontractors which are not protected under CMAR's own insurance policies maintain applicable insurance of the same nature and in the same amounts, with exceptions of excess and umbrella, as required of CMAR in this Section. SCP shall be named as additional insured on all subcontractors' insurance policies for both ongoing and completed operations by means of endorsements CG 20 38 04 13 and 20 37 or equivalent. It is the responsibility of CMAR to ensure subcontractors have the required insurance. Upon request, CMAR shall furnish to SCP proof of subcontractor's insurance. Insurance provisions required of subcontractors may be modified only upon written approval by SCP.
- 6.3.9 Subject to Revision: The amounts and types of insurance required herein shall be subject to revision at each renewal term or extension at the discretion of SCP.
- 6.3.10 No Representation or Warranty: SCP makes no representation or warranty that the insurance set forth in this section will be sufficient to protect CMAR's or any subcontractor's interests. The coverages specified below are minimum amounts. The insurance requirements under this Agreement shall in no way limit CMAR's liability, including CMAR's indemnification obligations.
- 6.3.11 Deductibles: CMAR and any subcontractor shall be liable for any deductibles or self-insured retentions it maintains under the required insurance.
- 6.3.12 Combination of Coverages: A combination of primary and excess or umbrella insurance may be used to satisfy the requirements of this section. Any excess or umbrella insurance must follow form with the underlying coverages and be primary and noncontributory with any coverage maintained by SCP.
- 6.3.13 Exceptions - Any exceptions to these insurance requirements must be approved in writing by SCP. However, if this Agreement was awarded pursuant to La. R.S.

38:2212.1(A)(1)(a), no exceptions will be allowed.

### 6.4 SPECIFIC MINIMUM INSURANCE REQUIREMENTS.

- 6.4.1 Commercial General Liability Insurance: CMAR and its subcontractor(s) shall procure and maintain as part of the Indirects included in the GMP, commercial general liability insurance (on an occurrence basis) with limit of liability of not less than one million dollars (\$1,000,000) per occurrence and a general aggregate of two million dollars (\$2,000,000). The aggregate limit for products and completed operations shall be not less than two million dollars (\$2,000,000). If the Work requires the use of watercraft, the watercraft exclusion shall be eliminated. If the Work will occur within 50 feet of a railroad, the exclusion for work within 50 feet of a railroad shall be eliminated by means of endorsement CG 24 17.
- 6.4.2 Commercial Automobile Liability Insurance: CMAR and its subcontractor(s) shall procure and maintain at their sole cost and expense commercial automobile liability insurance which shall include owned, hired and non-owned coverage with limit of liability of not less than one million dollars (\$1,000,000) combined single limit.
- 6.4.3 Workers' Compensation Insurance: CMAR and its subcontractor(s) shall procure and maintain as part of the Indirects included in the GMP, workers' compensation insurance with limits of liability of not less than one million dollars (\$1,000,000) under the Louisiana Workers' Compensation Act. The limit of liability under the Employer's Liability section (Part 2) of the workers' compensation insurance policy shall be not less than one million dollars (\$1,000,000). Whenever applicable, protection shall also be provided for under the Federal Longshoremen's and Harbor Workers' Compensation Act. Whenever applicable, protection shall also be provided for liability under the Jones Act and under general maritime law in an amount of not less than one million dollars (\$1,000,000).
- 6.4.4 Builders Risk: CMAR shall procure and maintain as part of the indirects included in the GMP builder's risk insurance that shall protect CMAR and the subcontractor(s) and SCP against all risks (including flood and wind) from damage to the Work, including but not limited to, structures, materials, equipment, and buildings to be incorporated into the Work. The amount of such insurance shall be not less than the value of the work at completion but may contain commercially available sublimits for perils of Named Windstorm, Flood, and Earthquake. In all cases, CMAR shall remain liable to SCP. Builder's risk insurance shall provide for losses to be payable to CMAR and SCP as their interest may appear.
- 6.4.5 Marine Vessels Insurance - Where the work involves the use of marine vessels, the following insurance is required:
- 6.4.5.1 Full form Hull and Machinery equivalent to the American Institute Hull Clauses (June 2, 1977) with limits at least equal to the full value of the vessel and with navigational limits adequate for Permittee and/or its contractor(s) to perform their work and services.
- 6.4.5.2 Full form Protection and Indemnity insurance equivalent to Form SP-23 including, but not limited to, coverage for injuries to or death of masters, mates and crews of vessels, collision liability, towers liability (where the vessel is engaged in towing operations), removal of wreck and/or debris, and contractual liability, with limits of liability not less than \$1,000,000 per accident or occurrence.
- 6.4.5.3 Full Form Vessel Pollution Liability equivalent to the most current form of the Water Quality Insurance Syndicate including but not limited to coverage for OPA and CERCLA.
- 6.4.6 Professional Liability/Errors and Omissions Insurance: CMAR shall procure and maintain errors and omissions/professional liability insurance in the amount of one million dollars (\$1,000,000) per claim. CMAR shall maintain this coverage in full force and effect for a period of three years after termination of this Agreement. CMAR shall furnish SCP evidence of continuation of such insurance through the end of the required three-year period. CMAR shall notify SCP in writing in the event of any cancellation of coverage.
- 6.4.7 Excess or Umbrella Insurance: The CMAR shall procure and maintain as part of the Indirects included in the GMP, an excess or umbrella policy with limits of not less than five million dollars (\$5,000,000). This policy shall provide excess coverage over all underlying policies required above.
- 6.4.8 Contractor's Pollution and Liability Insurance: CMAR shall procure and maintain as part of the Indirects included in the GMP, contractors' pollution and liability insurance with a minimum limit of five million dollars (\$5,000,000) per loss and five million dollars (\$5,000,000) aggregate for all losses within the policy year. The policy must comply with the provisions set out below. Each contractor is responsible for any environmental losses, claims, and costs of any kind which exceed CMAR's insured limits of liability, or which may be outside the coverage scope of the policy required in this subsection. The Work under this Agreement shall be scheduled as "Covered Operations" under this policy. Coverage is included on behalf of CMAR for covered claims arising out of the actions of independent contractors. If CMAR is using subcontractors, the pollution liability policy must use "By or on behalf of" language with regard to coverage. If the policy contains a warranty stating that coverage is null and void (or words to that effect) if CMAR does not comply with the most stringent regulations governing the Work, it shall be modified to include CMAR's willful or intentional non-compliance with applicable governmental regulations. The policy form must "Pay on behalf of" rather than "Indemnify" CMAR.

### 6.5 ST. CHARLES PARISH'S INSURANCE.

- 6.5.1 SCP may, at its option and at its expense, procure and maintain such insurance as will protect it from its contingent liability for damages for personal injury, including death, which may arise from operations under this Agreement.

## SECTION 7 PAYMENT

### 7.1 GUARANTEED MAXIMUM PRICE, SAVINGS

- 7.1.1 SCP shall pay CMAR for CMAR's performance of this Agreement and the Work, and CMAR shall accept the Cost of Work plus Fees (Pre-Construction Services Phase Fee and Construction Phase Fee) as payment in full; provided, however, that the sum of the Cost of Work and the Construction Phase Fee shall not exceed the GMP as originally fixed or as adjusted from time to time as provided in these General Conditions.
- 7.1.2 Savings shall be calculated and paid upon Final Completion of the Work. All Savings shall be distributed with 100% allocated to SCP. Savings returned to SCP shall not include return of Construction Phase Fee for the amount of the Savings but shall include appropriate percentage of bonds and insurance premiums and taxes attributable to the Savings amount. Allocations to GMP for Allowance and Contingency items that remain unused upon Final Completion shall be returned 100% to SCP.

### 7.2 SCHEDULE OF VALUES.

- 7.2.1 Before issuance of the GMP-Setting amendment and commencement of the Work in the Construction Phase, CMAR shall submit to SCP, and SCP and CMAR shall agree upon, a complete Schedule of Values on the items constituting the GMP following the sample outline in a format that is mutually agreed to in the Preconstruction Phase, setting forth a breakdown for the various portions of the Work to be used as a basis for payment as the Work progresses.

### 7.3 APPLICATIONS FOR PROGRESS PAYMENT.

- CMAR shall deliver to the Construction Management Professional (or such other person as is designated by the Engineer) on the last day of each month an application for progress payment in the format specified by SCP in "in a format that is mutually agreed to in the Preconstruction Phase. A copy of the pay application shall be concurrently provided to SCP. Each such application for payment shall be based on the Schedule of Values and be in an amount determined by the percentage of completion of the Cost of Work in the month being billed. It shall show the percentage of completion of each category of the Work performed in the billing period. The payment application shall be accompanied (as separate documents) by an updated CPM Schedule and narrative schedule update report as provided for herein. In addition, CMAR shall provide the following documentation upon specific request by SCP for cost reimbursable portions of the work: a) a written accounting in a form agreed to by CMAR and the Engineer of the Cost of Work completed, b) a report by CMAR on Subcontractor buy-out status, contract sums, and Subcontractor pay applications, c) a copy of job cost ledger, d) a copy of timecards for all employees charged to the Project and e) a copy of Construction General Conditions invoices and purchase orders, each for the time periods periodically requested by the Engineer. All meal expenses included in Construction General Conditions shall be supported by a copy of the credit card receipt (if applicable) and a detailed copy of the bill, with a written list of attendees and business purpose of the meeting/meal included.
- 7.3.1 CMAR Construction Phase Fee shall be paid monthly in accordance with the Agreement. The amount approved and paid for progress achieved in the month billed for shall not constitute final acceptance of the Work and is subject to final adjustment at the time of final acceptance and Final Payment so as to fully comply with, and not exceed, the GMP.
- 7.3.2 The Construction Management Professional, within seven (7) days after receipt of CMAR application for progress payment, and no later, will either issue to SCP (a) a certificate of approval for payment of such amount as is invoiced in the payment application, or (b) specific written findings setting forth those items in detail in the estimate of the Work in the pay application that are not approved for payment under the contract. Any items that are not specifically identified by the Construction Management Professional as not approved, with written detailed findings, shall be deemed approved.
- 7.3.3 As to any items not approved for payment, the Engineer may withhold an amount from

the progress payment to pay the expenses SCP reasonably expects to incur in correcting the deficiency set forth in the written finding issued by the Construction Management Professional or the Engineer. SCP may also withhold an amount as may be necessary to protect itself from loss on account of: (a) defective work not remedied; (b) claims filed against CMAR or reasonable evidence indicating probable filing of claims; (c) failure of CMAR to make payments promptly to subcontractors or for material or labor; (d) a reasonable doubt, in SCP's discretion, that the Work can be completed for the remaining balance of the GMP; or (e) damage to another contractor. When the grounds are removed, payment shall be made for amounts withheld. In lieu of withholding, a performance bond may be provided by CMAR.

#### 7.4 PAYMENT AND RETAINAGE.

7.4.1 Within thirty (30) days following the receipt of the Construction Management Professional certificate of approval for payment and the written detailed findings of items not approved, if any, SCP shall pay to CMAR the amount due on the progress payment application. However, the payment shall be limited to 95% of the approved value of the construction work in place and the value of materials suitably stored in accordance with Section 7.6.1 below of these General Conditions during the month being billed. In lieu of retainage, a retainage bond may be provided by CMAR.

7.4.2 Within fourteen (14) calendar days after issuance of the Certificate of Substantial Completion, SCP will issue a formal notice of Acceptance of Completed Contract prepared by SCP for CMAR to record with the Recorder of Mortgages of the Parish in which the Work has been done. Not less than forty-five (45) days after the recording of this Acceptance of Completed Contract, CMAR shall furnish to SCP a Lien and Privilege Certificate issued by the said Recorder of Mortgages certifying that there are no outstanding claims or liens recorded against the project. Upon receipt of the Lien and Privilege Certificate, an invoice marked Final, and issuance of a Certificate of Final Completion by SCP, the entire balance due, including all retained amounts, shall be paid to CMAR as Final Payment.

7.4.3 On projects in which parts of the work are turned over to SCP for permanent use prior to completion of the Work as a whole, pursuant to Section 7.8, upon written request of CMAR, SCP may pay all or part of the retained amount, with respect to such portions of the work for which Certificate of Substantial Completion has been given, the amount of such payment to be determined by SCP; provided that CMAR shall submit to SCP acceptable evidence that all invoices for materials and all payments due subcontractors have been paid up to that time.

#### 7.6 PAYMENT FOR ON-SITE AND OFF-SITE MATERIALS.

7.6.1 Progress Payment may be made to CMAR on account of materials and equipment delivered and suitably stored at the Site for subsequent incorporation into the Work at the discretion of the Engineer. Payment may be similarly made to CMAR for materials and equipment suitably stored off the Site, conditioned upon CMAR furnishing satisfactory evidence to the Engineer that (a) title to the materials and equipment will pass to SCP upon payment for same; (b) there are no claims of third parties; (c) the materials and equipment are adequately insured for full replacement value plus delivery; and (d) such other matters as SCP may reasonably request in order to protect its interests. Payment will typically not be made for materials or equipment expected to be stored for 30 days or less before being incorporated in the Work.

#### 7.7 OWNERSHIP OF CONSTRUCTION WORK.

7.7.1 CMAR warrants that title to all Work included in an Application for Progress Payment shall pass to SCP no later than the time of payment therefore. CMAR further warrants and represents to SCP that upon submittal of an Application for Payment, all construction work for which Applications for Payment have been previously issued and payments received from SCP shall, to the best of CMAR's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of CMAR, its Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### 7.8 SUBSTANTIAL COMPLETION.

7.8.1 When CMAR believes the Work, or a portion thereof which SCP wants to accept separately and agrees to do so, is Substantially Complete, as defined in Section 1.2 above, CMAR shall notify the Engineer and the Construction Management Professional and submit to the Engineer and the Construction Management Professional a comprehensive list of items to be completed or corrected as to that portion of Work or all Work. Within five (5) business days of receipt of CMAR's notice and list, the Engineer, the Design Professional, the Construction Management Professional and CMAR will jointly make an inspection of the Project to determine whether Substantial Completion has in fact occurred. If it is determined by the Engineer that the Work, or the relevant portion thereof, is Substantially Complete, the Engineer shall issue the Punch List, with estimated cost of completion of items, and the Certificate of Substantial Completion stating the date of Substantial Completion which certificate shall be executed by SCP and CMAR. CMAR shall thereupon proceed promptly to complete or correct Punch List items. Failure to include an item on the Punch List does not alleviate or alter the responsibility of CMAR to complete all Work in accordance with the Contract Documents.

7.8.2 Without in any way invalidating this Agreement, SCP shall have the right to take possession of and to use any portion of the Project at any time, as hereinafter provided. If, at any time, any portion of the permanent construction has been substantially and satisfactorily completed in accordance with the Contract Documents, and if the Engineer and CMAR mutually determines that such portion of the permanent construction is not required for the operations of CMAR, but is needed by SCP, the Engineer shall issue to CMAR a Certificate of Beneficial Occupancy for such portion, and thereupon or at any time thereafter SCP may take over and use said portion of the permanent construction described in such certificate, and may exclude CMAR therefrom.

When all of the Work has been substantially and satisfactorily completed in accordance with the Contract Documents, the Engineer may issue to CMAR a Certificate of Substantial Completion, and thereupon or at any time thereafter SCP may take over and use the Work and may exclude CMAR therefrom. Until Final Completion, and during such further periods thereafter as any payment provided for under the Contract shall remain unpaid by SCP, the insurance coverage shall continue.

If at any time, it is determined by the Engineer that the interim use by SCP of parts of the Site is necessary as a temporary measure, SCP shall issue a written notice to CMAR stipulating this need and thereupon, or at any time thereafter, SCP may take over and use such area as described in said notice and may exclude CMAR therefrom. Such area taken over by SCP for interim use shall be returned to custody of CMAR for completion of construction upon termination of SCP's need for the area. The entire area used shall be returned to CMAR in its original condition, otherwise SCP will be fully responsible for all expense incurred in restoring said area to such original condition. CMAR shall be entitled to make a claim for adjustment to the GMP and/or Contract Time(s) as a result of this interim use.

When completed portions of permanent construction are taken over by SCP, or when parts of staging area are taken over for an interim period, then in both cases CMAR's obligation as stipulated under Section 2.5.6 shall immediately cease within the stipulated areas of SCP use, until such time as SCP returns such parts to the custody of CMAR.

The guarantee period provided in Section 2.7 for all work satisfactorily completed in areas taken over by SCP for permanent use shall begin at time of issuance by SCP to CMAR of Certificate of Substantial Completion of such areas.

CMAR's performance bond may be reduced at the time SCP issues a Certificate of Substantial Completion for a completed area of the Work. The amount of such reduction shall be equal to the Schedule of Values price of the Work covered in the Certificate, provided that the performance bond shall never be reduced to less than fifty percent (50%) of the GMP amount. If such prior use increases the cost of or delays the Work, CMAR shall be entitled to an adjustment to the GMP and/or Contract Time(s).

#### 7.9 FINAL COMPLETION AND FINAL PAYMENT.

7.9.1 CMAR must complete all outstanding Work items noted in the Substantial Completion "Punch List" for the Work, or relevant portion thereof, and satisfy other Contract requirements as set forth in the Contract Documents in order for SCP to certify Final Completion. Requirements for this certification also include, but are not limited to, equipment operating training for SCP and submission and approval by the Engineer of all Record and Close Out Documents.

7.9.2 Conditions Precedent to certifying Final Completion. The Certificate of Final Completion will not be issued until such time as CMAR:

- a) submits to SCP:
  - All Project warranty documents, including special manufacturers warranties;
  - Schedule of Required Maintenance;
  - Operation and Maintenance Manuals (electronic and hard copies);
  - As-Built drawings (electronic copies and hard copies);
  - Any required SCP training provided by CMAR;
  - Excess materials, tools and equipment as required by Contract Documents
  - All keys have been returned; and
  - Any other items identified by SCP, which are listed in SCP's Final Project Completion Checklist and agreed to by CMAR in Contract Documents, to be received by SCP.
- b) removes and satisfactorily disposes of all temporary structures, false work, debris, tools, equipment and materials left over and not incorporated into the Work, except those valuable surplus materials furnished by SCP and materials furnished by SCP and designated to be salvaged shall be delivered by CMAR to a designated SCP storage area. The Project Site shall always be left in a clean, well-drained condition, with the Work itself in a finished, complete and

satisfactory state. Building floors, decks, paved areas and similar finished surfaces shall be left broom clean.

7.9.3 If, after Substantial Completion of the Work has been achieved, Final Completion is materially delayed through no fault of CMAR, or by the issuance of additional change orders or change directives by SCP, the Engineer may at its sole discretion, upon request of CMAR, and without terminating the Agreement, make payment to CMAR of the balance due for that portion of the Work fully completed. If the remaining balance for Work not fully completed is less than the Retainage, and if bonds have been furnished, the written consent of surety to payment for that portion of the Work fully completed shall be delivered by CMAR to SCP, and such payment shall be made under the terms and conditions governing Final Payment, except that such payment shall not constitute a waiver of claims by either CMAR or SCP.

7.9.4 Acceptance of Final Payment by CMAR shall constitute a waiver of all affirmative claims by CMAR in connection with the Agreement and performance of the Project. The making of the Final Payment by SCP shall constitute a waiver of claims by SCP, except those arising from (a) liens, claims, security interests and encumbrances arising out of the Work after Final Payment; (b) latent defects which SCP becomes aware of after Final Payment; or (c) the terms of warranties required by the Contract Documents and other rights provided under Louisiana law.

#### 7.10 ALLOWANCES.

7.10.1 CMAR shall include in the GMP all Allowances stated in the Contract Documents. Items covered by Allowances shall be supplied for such amounts and by such persons or entities as the Engineer may direct, but CMAR shall not be required to employ persons or entities against which CMAR makes reasonable objection. Unless otherwise provided in the Contract Documents:

- a) Materials and equipment under an Allowance shall be selected by the Engineer within a reasonable time frame as defined in the Engineer approved Project CPM Schedule;
- b) Allowances shall cover the cost to CMAR of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts;
- c) Allowances shall not include professional or construction fees, Construction General Conditions, or bond or insurance premiums, but may include the cost of deductibles;
- d) Allowances shall cover CMAR's costs for unloading and handling at the Site, labor, installation costs and other expenses;
- e) Whenever costs are more than or less than Allowances, the GMP may be adjusted accordingly by amendment or change order in accordance with provisions of Section 10. The amount of the amendment or change order shall reflect the difference between actual costs and the Allowances plus Construction Phase Fee on such difference in accordance with Section 10 hereof if the actual costs are greater than the Allowances.

#### 7.11 CONTINGENCIES.

7.11.1 CMAR and SCP acknowledge that the GMP contains a line item for a "Contractor Contingency". On a monthly basis, after finalization (i.e., "buyout" or subcontractor contract issuance) of a line item, the Schedule of Values will be adjusted by CMAR to reflect the actual amount. Contingencies shall not be carried in line-item amounts after finalization of a line item. The Contractor Contingency, upon approval of the Engineer, shall be for CMAR's use and shall be increased by amounts not expended on other line-item bid packages and shall decrease by additional amounts required to be expended on other line item bid packages. Following completion of all contract execution by Subcontractors (Project finalization), Contractor Contingency shall become Contractor Contingency and CMAR may use this Contractor Contingency for legitimate unforeseen construction expenses, subject to the Engineer's review or approval, at the Engineer's discretion.

CMAR shall submit detailed monthly reports to SCP indicating how the Contractor Contingency was used in the reporting period, and the status of the Contractor Contingency. The Engineer has the authority to reject any use of the Contractor Contingency after it has been submitted if the Engineer reasonably believes that some or all of the amount included in the use of the Contractor Contingency is not a legitimate expense for the Project. Upon the Engineer's rejection of a Contractor Contingency use, CMAR will thereupon credit the rejected Contractor Contingency amount back to the Construction Contingency in the next subsequent payment request. Any amounts remaining in "Contractor Contingency" at Final Completion shall be deemed Savings and will be allocated to SCP as such. Should the "Bidding Contingency or Construction Contingency" be exhausted prior to award of all the bid packages, any subsequent overruns in bid package costs or construction costs shall be CMAR's sole responsibility, with no additional compensation due thereon from SCP.

7.11.3 Upon award of each bid package, the difference between CMAR's estimated Cost of the Work contained within the bid package, exclusive of contingency, versus the actual award cost thereof as determined by the bidding and award of the package shall be promptly calculated. If the award cost exceeds CMAR's estimated cost in the GMP, any necessary portion of the Bidding Contingency shall be applied, subject to the Engineer's approval, to cover any overrun, and any underrun amount shall be used to increase the Bidding Contingency.

7.11.4 CMAR will include an explicit requirement in contracts with Subcontractors that change orders between CMAR and the Subcontractors will be priced consistent with the requirement of Section 10 of these General Conditions with adequate itemized change order pricing regardless of whether or not there is a comparable change order between CMAR and SCP. In addition, CMAR shall retain, and make available to the Engineer upon request, all bid documents including requests for proposals, requests for quotes, and bid responses from both successful and unsuccessful bidding Subcontractors.

#### 7.12 RENTAL EQUIPMENT.

7.12.1 For cost reimbursable items of work, rental equipment shall include rental charges for machinery, equipment, and hand tools not customarily owned by construction workers that are provided by CMAR at the site, whether rented from CMAR or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates, quantities of equipment rented, and duration of use shall be subject to the Engineer's prior approval.

7.12.3 For cost reimbursable items of work, each piece of equipment to be rented shall have hourly, daily, weekly and monthly rates, and the most economical rate available shall be reimbursed based on the circumstances of actual need and usage of the piece of equipment while it is stationed at the Site. When the piece of equipment is no longer needed for the Work, no rental charges will be reimbursed if the piece of equipment remains at the jobsite for the convenience of CMAR.

7.12.4 For cost reimbursable items of work, the reimbursable equipment rental rates shall not exceed one hundred percent (100%) of the published rates in a mutually agreed publication, such as R.S. Means unless otherwise approved by the Engineer. If the publication does not contain information related to the type of equipment rented, CMAR will be allowed to use a maximum equipment rental rate equal to one hundred percent (100%) of the current competitive rental rates from local third-party equipment rental companies. The Engineer may agree to rely solely on current competitive rental rates from local third-party equipment rental companies.

7.12.5 For cost reimbursable items of work, the aggregate rentals chargeable for each piece of CMAR-owned tools or equipment shall not exceed fifty percent (50%) of the fair market value of such equipment at the time of its commitment to the Work without prior written notification to the Engineer including the original purchase price, date of purchase of the equipment, and copy of the purchase invoice for the piece of equipment. Such aggregate limitations will apply even if a piece of equipment is taken off the job and is later replaced by a similar piece of equipment. For purposes of computing the aggregate rentals applicable to aggregate rental limitations, rental charges for similar pieces of equipment will be combined if the pieces of equipment were not used at the same time. When the aggregate rental charge for each piece of CMAR-owned tools or equipment matches the fair market value of said equipment, said equipment may become "job owned" but only if the new value of such equipment exceeds \$5,000.

7.12.6 For cost reimbursable items of work, fair market value for used material and equipment as referred to in this Agreement shall mean the estimated price a reasonable purchaser would pay to purchase the used material or equipment at the time it was initially needed for the job. Note: this is usually lower than the price a reasonable purchaser would pay for similar new construction material or construction equipment.

7.12.7 For cost reimbursable items of work, rental charges for equipment, except for equipment owned by CMAR or any of its affiliates, subsidiaries, or other related parties, and which is rented from third parties for use in proper completion of the Work shall be considered reimbursable, and will be reimbursed at actual costs, as long as rental rates are consistent with those prevailing in the locality. For any lease/purchase arrangement where any of the lease/purchase rental charges were charged to SCP as reimbursable job costs, appropriate credit adjustments to job cost will be made for an appropriate pro rata share of the fair market value of the equipment at the time it was last used on the job.

7.12.8 For cost reimbursable items of work, CMAR shall be required to maintain a detailed equipment inventory of all job-owned equipment (either purchased and charged to job cost or job-owned through aggregate rentals) and such inventory shall be submitted either electronically or hard copy (at the Engineer's election) to the Engineer each month. For each piece of equipment, such inventory should contain at a minimum (1) original purchase price or acquisition cost, (2) acquisition date, (3) approved fair market value at the time the piece of equipment was first used on the job, and (4) final disposition.

7.12.9 The equipment rates for CMAR owned equipment used by the CMAR to prepare estimates shall not exceed published rates in a mutually agreed (with the Engineer and

SCP) publication. If the publication does not contain information related to the type of equipment to be used, CMAR will be allowed to use a maximum equipment rental rate equal to one hundred percent (100%) of the current competitive rental rates from local third-party equipment rental companies. The Engineer may agree to rely solely on current competitive rental rates from local third-party equipment rental companies. The nature of this project may require the use of specialty equipment for which there is no published rate in the mutually agreed to source nor is comparable equipment available from local third-party rental equipment companies. In such cases CMAR will develop rates based on a market analysis, approved by the Engineering and SCP, of specialty equipment.

7.12.10 For outside rented equipment (equipment not owned by the CMAR), which are rented from third parties and will be used by the CMAR to prepare estimates for self-performed work shall be quoted from a rental equipment dealer. These rates to be used in the estimates will include rental, operating, maintenance, and repair costs.

The projected usage for each piece of rental equipment and the estimated total rentals shall be considered by CMAR before the piece of equipment is rented so that an appropriate rent versus buy decision can be made by CMAR. Purchased equipment shall be considered "job owned." At the completion of the Project, CMAR shall transfer title and possession of all remaining job-owned equipment to SCP, or CMAR may keep any such equipment for an appropriate fair market value credit to job cost, which will be mutually agreed to by the Engineer and CMAR.

**SECTION 8  
INDEMNIFICATION**

**8.1 PROPRIETARY RIGHTS, PATENT AND COPYRIGHT INFRINGEMENT.**

8.1.1 Unless otherwise specified, CMAR shall pay all royalties and license fees on applicable material, equipment, techniques, etc. CMAR shall defend any action or proceeding brought against SCP based on any assertion or claim that the Work, or any part thereof, or the operation thereof or use of the Work or any part thereof, constitutes infringement of any third-party proprietary rights, trademark, patent or copyright, now or hereafter issued ("Proprietary Rights"). SCP agrees to give prompt notice in writing to CMAR of any such action or proceeding and to provide authority, information and assistance in the defense of same. CMAR shall defend, indemnify and hold harmless SCP from and against all damages and costs, including attorney's fees, awarded against SCP or CMAR in any such action or proceeding. CMAR further agrees to keep SCP informed of all developments in the defense of such actions or proceedings.

8.1.2 In the event that SCP is enjoined from the operations or use of the Work, or any part thereof in connection with any claim of infringed Proprietary Rights, CMAR shall at its sole expense take reasonable steps to procure the right or license to operate or use the Work. If CMAR cannot so procure the aforesaid right within a reasonable time, CMAR shall then, promptly, at CMAR's option and at CMAR's expense and in consultation with SCP, (a) modify the Work so to avoid infringement of any Proprietary Rights; or (b) replace said Work with Work that does not infringe or violate any such Proprietary Rights.

8.1.3 Sections 8.1.1 and 8.1.2 above shall not be applicable to any action or proceeding based on infringement or violation of a Proprietary Right (a) relating solely to a particular process or the product of a particular manufacturer specified by SCP and such processes or products are something other than that which has been offered or recommended by CMAR to SCP; or (b) arising from modifications to the Work by SCP or its agents after acceptance of the Work.

8.1.4 In addition to the other obligations of CMAR under this Section 8.1, CMAR will be responsible for delays and for increases in the cost of the work associated with or arising out of any claim of infringed Property Rights.

**8.2 GENERAL INDEMNITY.**

8.2.1 CMAR shall protect, defend, indemnify, and keep, save, and hold harmless SCP from any and all losses, costs, claims, damages, demands, attorney's fees, expenses, penalties, fines, suits and actions of any kind and nature arising out of any accident or any occurrence, negligent or otherwise, including environmental liability, causing injury including death to any person or persons or damage to property, which is directly or indirectly caused by, resulting from, or growing out of the performance of his obligations under this Agreement, whether caused by his affiliates, his subsidiaries or his employees, servants, agents, representatives or subcontractors, including such as may be imposed for the violation of any law, ordinance, or regulation (federal, state or local); and CMAR shall defend and indemnify SCP from and against any and all costs and expenses in connection with the foregoing, including court costs, related litigation expenses, and reasonable attorney's fees that may be incurred by SCP, provided however, that nothing herein shall be construed as indemnifying SCP against its own negligence or that of its officers, agents, servants, or employees when such negligence (as determined by final judgment of a court of competent jurisdiction) is the direct cause of such loss, damage, injury or death and when there is no negligence on CMAR's part which is a contributing cause of such loss, damage, injury or death.

CMAR hereby acknowledges that the duty to defend is a separate and distinct obligation herein and, on the filing of any action, claim, suit or proceeding of any nature or kind against SCP, shall defend SCP from and against any and all of the foregoing actions, claims, or suits of whatever nature or kind, directly or indirectly caused by, resulting from, or growing out of CMAR's performance of its obligations under this Agreement, whether or not there is insurance coverage for the actions, claims or suits. When, in the course of fulfilling its obligations under this section, CMAR must engage attorneys to defend SCP, CMAR shall obtain the prior written consent of SCP to the attorneys to be engaged. Furthermore, CMAR shall be liable for attorney's fees and costs incurred by SCP if it must file suit or retain counsel to enforce the terms of this indemnity. SCP shall notify CMAR of any claim, demand, suit or other action brought or raised against SCP for which CMAR may be liable as stated above. The provisions of this indemnity shall survive this Agreement and are intended to be severable. If any term or provision should be determined invalid or unenforceable for any reason, that invalidity or unenforceability shall not affect the validity or enforceability of the remainder of the terms of this indemnity.

**SECTION 9  
TIME AND DELAY**

9.1 CMAR and SCP both recognize and acknowledge that any time limits set forth in the Contract Documents for performance are of the essence of this Agreement. CMAR agrees that it will commence performance of the Work, achieve Substantial and Final Completion of the Work, and achieve any interim milestones for Substantial and Final Completion, in compliance with all contractual time requirements.

9.2 Time is of the essence of each and every part of the Contract Documents and of the Agreement wherein a definite and certain length of time is fixed for the performance of any act or activity whatsoever. Where, under the Contract Documents additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall also be of the essence of this Agreement.

9.3 Failure of CMAR to achieve the completion dates for Substantial or Final Completion set forth in the Agreement will result in the assessment of Ascertained and Liquidated Damages as provided in the Agreement. The per diem amount for Ascertained and Liquidated Damages provided for in the Agreement shall be paid for each and every calendar day that CMAR is not in full compliance with the time(s) stipulated in the Agreement for completing the Work. The Ascertained and Liquidated Damages per diem amount is fixed and agreed upon by and between CMAR and SCP because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages SCP would in such event sustain. Any such sums may be withheld by SCP from Final Payment due hereunder or from retainage.

9.4 If CMAR is delayed in the performance of the Work, and such delay actually and directly delays a timely achievement of a critical path activity, element or component, based upon an analysis of the current CPM Schedule, due to acts, omissions, conditions, events or circumstances beyond CMAR's control or prevention and due to no legal fault of his own or of those for whom CMAR is responsible under the terms of the Contract Documents, the time for Substantial Completion of the Work, and to the extent applicable, any interim milestones or Substantial Completion dates for portions of the Work, shall be extended by written amendment or change order for the amount of time attributable to such events or circumstances. By way of example only, such acts, omissions, conditions, events, and circumstances which would entitle CMAR to an extension of the Contract Time(s), include acts or omissions of SCP, or anyone under SCP's control, including separate contractors hired by SCP, unforeseeable Project Site conditions, labor disputes, unusual and extreme delay in transportation, and Force Majeure such as, but not limited to, acts of God, earthquakes, hurricanes, nation-wide or regional strikes or labor disputes, fires, prolonged extreme and extraordinarily severe weather (but not reasonably foreseeable weather conditions including high or low ambient temperatures and season rain), riots, wars, floods or acts of terrorism. CMAR shall use commercially reasonable efforts to remedy the effects of the delay with all due diligence. Neither economic impracticality nor the inability of CMAR to perform in whole or part for economic reasons shall be considered as justification for delay under this section. CMAR's sole remedy for the occurrence of Force Majeure events shall be an extension of Contract Time for the activities on the schedule that are directly delayed by the Force Majeure event.

9.5 CMAR shall include weather-related delays, as indicated in the below table, within the CPM Schedule which SCP approves. If the Project experiences weather-related delays beyond the contractually specified number of weather days, CMAR shall be entitled to a commensurate extension of time per Section 9.4, upon approval by SCP. Weather related days are defined as days when weather conditions have an adverse effect on the critical path activities of the construction schedule. CMAR shall demonstrate to SCP how the weather conditions are preventing critical path activities from being performed that day.

Month	Ordinarily Expected Weather Days
January	4 Work Days
February	4 Work Days
March	4 Work Days
April	2 Work Days
May	2 Work Days
June	2 Work Days
July	2 Work Days
August	2 Work Days
September	0 Work Days
October	0 Work Days
November	2 Work Days
December	2 Work Days

9.6 Contract Time(s) may also be adjusted for river stages which, in the opinion of SCP, render work that is critical to the schedule unfeasible through reasonable construction methods; or for river stages which cause a restriction mandated by a permitting agency, delaying the work on the critical path per Section 9.4. In consideration of whether a river stage is just cause for an adjustment in Contract Time(s), SCP will take into account CMAR's work sequence and whether low river periods during the Contract Time were appropriately taken advantage of. It is imperative that CMAR schedule critical work sensitive to river stage during low water seasons and adjust and optimize his schedule to conform with actual river stages and short-term predictions.

9.7 CMAR shall be entitled to all appropriate adjustments of all applicable components of the GMP only for mutually determined delays to the CPM Schedule directly caused by the actions, omissions or inactions of SCP and upon proof of the actual, direct additional cost to CMAR for such delays.

9.8 Notice of any delay in performance of the Work as describe in Sections 9.4 must be made by CMAR in writing to the Construction Management Professional and the Engineer immediately but in no event later than seven (7) calendar days after discovery of the event giving rise to the delay. CMAR shall then provide additional details concerning the delay in writing to the Construction Management Professional and the Engineer within fourteen (14) calendar days from the delay notice. Failure to satisfy each of these time requirements shall absolutely bar any and all delay claims associated with the event. The detailed notice shall identify the cause of the delay, the anticipated length of the delay in reasonable detail, the probable effect of such delay upon the progress and Cost of the Work, and possible mitigation plans. If the cause of the delay is ongoing, CMAR must give further detailed notice every month at the same time it submits the updated Project Status Report.

9.9 Within fifteen (15) calendar days after the elimination of cause of such delay, CMAR shall, unless the time is extended by an appropriate change order or amendment signed by SCP, submit further documentation concerning the delay and, if appropriate, a formal written request for an extension of time for such delay and any compensation sought for the delay. The written request for time extension shall state the cause of the delay, the number of days of extension requested and the compensation sought and provide a fully documented analysis of the critical path schedule, including a "fragnet" and any other data demonstrating a delay in the critical path of the Work or individual milestone or the overall Project completion. If CMAR does not timely comply with the notice and documentation requirements set forth in this Section 9.8, CMAR's claim for delay will be barred.

**SECTION 10  
CHANGES TO THE CONTRACT SCOPE, PRICE, TIME AND TERMS**

10.1 CHANGES. SCP shall have the right, at any time, to make any alterations within the scope of the Project, but subject to adjustments in the GMP or Contract Time or both in accordance with this Section 10, to the extent such alterations to the scope increase either the Contract Time or Cost of Work. In no event shall the GMP or Contract Time be adjusted for conditions identified by CMAR through its investigations or survey of existing conditions prior to submission and establishment of the GMP and Schedule.

10.1.1 After the Agreement is signed, modifications to the Agreement, including any changes to GMP, the Contract Time(s), Scope of Work, or terms and conditions of the Agreement may only be made by a written amendment or change order executed by the Parties, except as provided for in Section 10.2. Terms of payment for Work on any authorized change will be the same as for Work stipulated in Agreement.

10.1.2 CMAR shall not proceed with the Work on any change involving an increase or decrease in cost or time without receiving prior written authorization from SCP, and CMAR must proceed in accordance with the procedures set forth in this Section 10. No verbal order or suggestion given by SCP shall be construed as authorizing or being the basis of any claim on the part of CMAR for extra compensation, either for extra work, materials, or equipment, or for damages because of CMAR's compliance therewith. SCP's right to make changes in the Work shall not invalidate this Agreement, relieve CMAR of any responsibility or require SCP give notice to the surety. Any other requirement of notice to the surety of a change in the Work shall be the sole responsibility of CMAR. If CMAR proceeds with any change involving an increase or decrease in cost or time without written authorization from SCP as required by this paragraph, CMAR hereby waives all rights or claims CMAR may have in connection with or as a result of the change.

10.1.3 An amendment or change order is a written instrument issued after execution of the Agreement, signed by SCP and CMAR, stating their agreement upon the following, as applicable:

- a) The scope of the change in the Work;
- b) The amount of the adjustment, if any, to the GMP;
- c) The extent of the adjustment, if any, to the Contract Time(s) for performance set forth in the Contract Documents; and
- d) Changes to the terms and conditions of the Agreement.

10.1.4 All changes in the Work authorized by an amendment or change order shall be performed under the applicable terms of the Contract Documents, and SCP and CMAR shall negotiate in good faith and as expeditiously as possible on the appropriate adjustments, if any, in Contract Time or GMP.

10.1.5 Neither CMAR nor Surety shall be released from the whole or any part of the obligations herein assumed by reason of any change in the amount, nature, scope, character or extent of the work, or in any Contract Documents, or in the mode or time of payment, or by any extension of time or indulgence granted to CMAR, even though any or all of said acts be without the knowledge and consent of CMAR or Surety, unless such release be expressly made in writing by SCP.

**10.2 CHANGE DIRECTIVES.**

10.2.1 A "Change Directive" is a written order prepared by the Design Professional and signed by SCP, directing a change in the Work at a point in time prior to agreement on an adjustment in GMP or the Contract Time(s) of performance or both. By issuance of a written Change Directive, SCP, at any time, may make any such changes within the general scope of the Agreement or issue additional instructions, require additional or modified Work, or direct deletion of Work. Upon receipt of a change directive, CMAR shall promptly proceed with the change in the Work and promptly advise SCP of CMAR's agreement or disagreement with the proposed method of adjustment for GMP or the Contract Time or both.

10.2.2 SCP and CMAR shall negotiate, in good faith and as expeditiously as possible, the appropriate adjustments resulting from the Change Directive, and agreement reached shall be effective immediately and memorialized by preparation and execution of an appropriate amendment or change order. If the Parties fail to reach an agreement, CMAR shall be entitled to proceed in accordance with Section 11 of this Agreement.

**10.3 MINOR CHANGES IN THE WORK.**

10.3.1 The Construction Management Professional may make minor changes in the Work consistent with the intent of the Contract Documents providing such changes do not involve an adjustment in the Cost of Work or the schedule and do not materially affect or alter the design, quality, or performance. The Construction Management Professional shall promptly inform the Engineer and the Design Professional, in writing, of any such changes, and verify that CMAR has recorded such changes on the As-Built Documents.

**10.4 PRICE, TIME, OR SCOPE OF WORK ADJUSTMENT.**

10.4.1 The cost of or credit to SCP resulting from a change order, amendment, or Change Directive shall be determined in one or more of the following ways:

- a) By unit prices stated in the Contract Documents; that will be applied to additional or reduced quantities due to the change.
- b) As a cost reimbursable item, as defined below, properly itemized and supported by sufficient data. Such costs shall be itemized in the Schedule of Values, submitted in a format mutually agreed to by the CMAR and SCP, and limited to items directly allocable to the change in the Work.
  - 1) Direct Construction Costs as defined by section 1.2.19 as it relates to the changed or additional work.
  - 2) The actual costs to the CMAR of any additional Indirect Costs that are a result of the changed or additional work will be included.
  - 3) Additional Construction General Conditions required to support the work.
  - 4) Construction Phase Fee will be added on Pro Rata basis as a percentage of the sum of the other four cost categories with respect to the GMP.
- c) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to facilitate audit; provided that such lump sum shall not exceed that amount calculated under (b) above. This pricing will use same

procedures in Section 2.2.4.7 of this document for CMAR self-performed work and or section 2.2.4.6 if a subcontractor will perform part or all of the scope of the forward priced change or additional work.

- 10.4.2 Any dispute regarding the pricing methodology or cost of a change shall not relieve CMAR of the obligation to proceed with work on the change directed by the Engineer. The cost or credit to SCP shall be promptly determined by the Engineer in accordance with this Agreement.
- 10.4.3 A SCP-approved written amendment or change order, once fully executed by SCP and CMAR shall be full and final settlement of all entitlement claims for direct, indirect, delay, disruption, inefficiency, productivity and any other consequential costs related to items covered or affected, as well as for related delays. Any such claim not presented by CMAR for inclusion in the amendment or change order prior to signature is irrevocably waived.
- 10.4.4 In the event of any disagreement between SCP and CMAR regarding: i) whether CMAR is entitled to payment as a result of any amendment, change order or change directive; ii) the amount of compensation in the event of any other disagreements over the Scope of Work or proposed changes to the Work, or iii) an extension of time for completion of the Work, SCP and CMAR agree to resolve all such disagreements consistent initially with Section 10 of these General Conditions and thereafter if not resolved, in accordance with Section 11. As part of the negotiation process, CMAR shall furnish the Engineer and the Construction Management Professional with a good faith estimate of the costs to perform the disputed services or work in accordance with SCP's interpretations. If the Parties are unable to agree, and SCP expects CMAR to promptly perform the services in accordance with the Engineer's or the Construction Management Professional's interpretations of the documents, CMAR shall proceed to perform the disputed services, conditioned upon SCP issuing a written Change Directive to CMAR directing CMAR to proceed and specifying the Engineer's or the Construction Management Professional's interpretation of the services that are to be performed.
- 10.4.5 The requirements set forth above as to CMAR providing detailed, itemized pricing on Subcontractor change orders is fully applicable to change orders from CMAR to Subcontractor where there are no comparable amendments or change orders between SCP and CMAR.

#### 10.5 CLAIMS BY CMAR FOR ADJUSTMENT.

- 10.5.1 Should CMAR be of opinion, at any time, that an adjustment to GMP or Contract Time or both is due him for work or materials not clearly covered in this Agreement or not previously ordered by SCP as extra work, CMAR shall notify the Engineer in writing of his intention to make a claim for such adjustment before beginning the work on which is the basis of the claim. If such notification is not given and SCP is not afforded the opportunity to address with a Change Order or Change Directive in accordance with this section prior to CMAR incurring additional costs, CMAR shall automatically forfeit his right to an adjustment to GMP or Contract Time or both.
- 10.5.2 Except as provided for in Section 10.5.1, should CMAR be of opinion, at any time, that he has sustained damage or has incurred additional costs, for which he may be due an adjustment to GMP or Contract Time or both under this Agreement, he shall, within fourteen (14) calendar days after sustaining, or after ascertaining the probable existence of, such damage, make written notification to the Engineer of the nature of damage claimed. The Engineer shall thereupon render a decision in the matter.

#### 10.6 EMERGENCIES.

- 10.6.1 In any emergency affecting the immediate safety of persons or property, CMAR shall promptly act, at its discretion, to prevent or minimize threatened damage, injury or loss. Any increase in the GMP or Contract Time(s) of performance or both claimed by CMAR on account of emergency work shall be determined as provided in Section 10.4.

### SECTION 11 REQUESTS FOR CONTRACTUAL ADJUSTMENTS AND DISPUTE RESOLUTION

#### 11.1 DISPUTE AVOIDANCE AND RESOLUTION.

- 11.1.1 The Parties are fully committed to interacting and working with each other through the course of the Project and agree to communicate regularly with each other at all times, including attending on-site design and construction status meetings, so as to avoid, eliminate, or minimize any disputes, disagreements, claims, or controversies relating to the Project (hereinafter "Disputes"). To the extent Disputes occur or arise during the course of the Project that are not otherwise resolved by applicable portions of this Agreement, both CMAR and SCP agree to timely resolve such Disputes in an amicable, professional, and expeditious manner at the lowest possible level so as to avoid unnecessary costs, delays, and disruptions to the Work. To this end, CMAR Representative shall refer the Dispute to SCP's Representative by written notice of same, not more than seven (7) calendar days from the occurrence of the event which gives rise to the Dispute, or not more than seven (7) calendar days from the date that CMAR knew or should have known of the matter; provided however, a request for adjustment based on time or delay must proceed in accordance with the provisions of Section 9, and a request for adjustment to Contract Price or Contract Time must proceed in accordance with the provisions of Section 10.
- 11.1.2 If the Representatives are unable to resolve a Dispute pursuant to Section 11.1.1, the Representatives will promptly provide notice to CMAR's and SCP's Senior Representatives of such failure. CMAR's Senior Representative and SCP's Senior Representative shall meet within 72 hours of such notice and shall attempt to resolve the Dispute. The Parties agree that, prior to any meetings between the Senior Representatives, they will timely exchange with each other all relevant documents and information that will assist the Senior Representatives in resolving the Dispute. The Senior Representatives shall have fourteen (14) calendar days from the time they first met to resolve the Dispute. If the Senior Representatives, after meeting in good faith, determine that the Dispute cannot be resolved by them on terms satisfactory to both Parties, the Parties agree that the sole remedy for CMAR to pursue the Dispute is to submit the Dispute to SCP and request an Administrative Hearing per Section 11.2.
- 11.1.3 The Parties understand and agree that the processes set forth in Section 11.1 and 11.2 provide the sole and exclusive remedy to resolve a Dispute. The Parties further understand and agree that providing notice of the Dispute to the other party in accordance with Sections 11.1.1 and 11.2 is integral and essential to the Parties' ability to perform their obligations under this Agreement.

#### 11.2 ADMINISTRATIVE HEARING PROCESS.

- 11.2.1 Within thirty (30) calendar days of a request for Administrative Hearing by CMAR, SCP's President/CEO shall afford opportunity to CMAR to appear before it or before any committee or any executive designated by him/her, for the purpose of a hearing on the Dispute previously submitted in writing. The decision of SCP following the Administrative Hearing shall be final and conclusive, subject however to CMAR's option to appeal any adverse decision to a court of competent jurisdiction as provided by applicable law. Any such decision of SCP, any work product produced in connection therewith, and all proceedings pursuant to Section 11 shall be considered for settlement purposes only.
- 11.2.2 Unless otherwise agreed in writing, CMAR shall carry on the Work and maintain its progress during the course of any unresolved Dispute, and SCP shall continue to make payments as they fall due to CMAR in accordance with the Contract Documents.

- 11.3 CONSEQUENTIAL DAMAGES. Except as otherwise provided for herein, neither SCP nor CMAR shall be liable to the other for any consequential losses or damages arising out of breach of contract, including but not limited to loss of profits.

- 11.4 DECISIONS OF DESIGN PROFESSIONAL, CONSTRUCTION MANAGEMENT PROFESSIONAL OR ST. CHARLES PARISH. Any failure of the Design Professional, the Construction Management Professional, or SCP to make a decision within the time limits set forth herein shall not be construed as an agreement to all or any part of CMAR's claim for relief.

- 11.5 DISPUTES ARISING AFTER PROJECT COMPLETION. Claims involving defective design or construction work discovered after Final Completion shall be resolved in accordance with this Section, as applicable.

### SECTION 12 STOP WORK AND TERMINATION

#### 12.1 ST. CHARLES PARISH'S RIGHT TO STOP WORK OR TERMINATE FOR CONVENIENCE.

- 12.1.1 The Engineer at any time may, without cause and for its convenience, order CMAR in writing to stop or suspend its Work, for a period not to exceed ninety (90) calendar days. CMAR may seek an adjustment of the GMP or Time(s) of performance or both under Section 9 and 10 of the General Conditions to the extent that its work has been adversely impacted by any such suspension or stoppage of work by SCP, unless actions, omissions or inactions of CMAR are the cause of SCP stopping or suspending the Work. The Work shall be resumed by CMAR within ten (10) calendar days after the date fixed to resume Work in the said written notice, or in a supplementary written notice, from the Engineer to CMAR.
- 12.1.2 Upon seven (7) calendar day's written notice to CMAR, SCP may, without cause and without prejudice to any other right or remedy of SCP, elect to terminate the Agreement, in whole or in part, for convenience of SCP. In such case CMAR shall be paid (without duplication of any items): a) for completed and accepted Work performed in accordance with Contract Documents prior to the effective date of the termination, including fair and reasonable sums for overhead and profit on such Work; b) for expenses incurred

prior to termination in performing services and furnishing labor, materials and equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and c) for all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, suppliers and others.

- 12.1.3 Upon receiving a Notice of Termination for Convenience, CMAR shall proceed as follows: a) stop work as specified in the Notice, b) award no further subcontracts, c) place no further orders for materials or services, d) terminate all subcontracts to the extent they relate to the Work terminated, e) assign to SCP all rights of CMAR under terminated subcontracts, in which case SCP shall have the right to settle or to pay any termination settlement proposal arising out of these terminations, f) complete whatever portion of the work in progress as not have been terminated, and f) submit complete termination inventory schedules to SCP no later than ninety (90) calendar days from date of the Notice of Termination.

#### 12.2 ST. CHARLES PARISH'S RIGHT TO PERFORM AND TERMINATE FOR CAUSE.

- 12.2.1 If CMAR persistently or repeatedly fails to (a) provide a sufficient number of skilled workers or the materials required by the Contract Documents; (b) comply with applicable Legal Requirements; (c) pay, without cause, its Subcontractors or suppliers; (d) prosecute the Work with promptness and diligence to ensure that the Work is completed within the Contract Time(s) as may be from time to time adjusted; or (e) otherwise perform the Work and its obligations in compliance with the Contract Documents or if CMAR (a) should become insolvent; (b) be adjudged bankrupt; (c) should make a general assignment for the benefit of his creditors; (d) being a corporation, should have a receiver appointed for CMAR; or (e) should cease operations under this Agreement for more than ten (10) calendar days, SCP shall, in addition to any other rights and remedies provided in this Agreement or by law, have the right to perform or terminate as set forth herein. SCP shall provide written notice of default to CMAR and his Surety and, if CMAR fails to cure the default within seven (7) days of such written notice, SCP shall have the right to (i) perform and furnish through itself or through others it selects any such labor, materials, or Work, and to deduct the cost thereof from any monies due or to become due to CMAR under the Contract Documents; or (ii) terminate the Agreement with CMAR for all or any portion of the Work, enter upon the premises and take possession, for the purpose of completing the Work, of all job-owned materials, equipment scaffolds, tools, appliances, and other items thereon, all of which CMAR hereby transfers, assigns and sets over to SCP for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items; or (iii) both. Upon exercising its right to Terminate for Cause for any reason set forth above, SCP, at its discretion, may also exercise the right to have each or any of CMAR's Subcontractor and supply agreements assigned to SCP, or SCP's nominee, provided however, SCP should have no responsibility or liability for acts or omission of CMAR under such Agreements and the sole recourse of Subcontractors for events occurring before termination of this Agreement shall be against CMAR.

- 12.2.2 In the event of such Termination for Cause, CMAR shall not be entitled to recover any further payment until the Work is completed and shall then only be entitled to be paid for all Work performed prior to its date of default minus costs incurred by SCP to complete the Project, as set forth below, to the extent those costs exceed the GMP. In the event SCP's cost and expense of completing CMAR's Work shall exceed the GMP, then CMAR or its surety shall promptly pay the difference to SCP. Such costs and expense shall include not only the cost of completing the Work to the satisfaction of the Engineer and of performing and furnishing all labor, services, tools, equipment and other items required in the Contract Documents, but also losses, damages, costs and expenses, including consultant and attorney's fees and expenses incurred in connection with the re-procurement and defending claims arising from or related to CMAR's default.

- 12.2.3 CMAR agrees that in the event that SCP terminates the Agreement for cause and such termination is ultimately determined to be improper or wrongful, the sole and exclusive remedy shall be that the Termination for Cause will be automatically and retroactively converted to a Termination for Convenience and the provisions of Section 12.1 of these General Conditions shall apply.

- 12.2.4 The Parties agree that if CMAR institutes or has instituted against it a proceeding under the United States Bankruptcy Code, such event may impair or frustrate CMAR's performance of its obligations under the Contract Documents. Accordingly, if such event of default occurs, SCP shall be entitled to request CMAR, its trustee or other successor, to provide adequate assurance of future performance and CMAR agrees to comply with such request. If CMAR fails to comply with such request within ten (10) days after receiving notice of the request, or if SCP is not satisfied with CMAR's response, SCP, in addition to any other rights and remedies provided by the Contract Documents, or by law, shall be entitled to terminate the Agreement as a Termination for Cause described in Sections 12.2.1 and 12.2.2 above and shall be entitled to pursue the remedies set forth in those Sections.

#### 12.3 CMAR'S RIGHT TO STOP WORK AND TERMINATE FOR CAUSE.

- 12.3.1 CMAR may, in addition to any other rights afforded it under the Contract Documents or by applicable law, either stop working on the Project or terminate the Agreement for cause upon SCP's failure to pay within sixty (60) calendar days an amount in excess of \$100,000 dollars properly due to CMAR under any CMAR Application for Payment. In this regard, CMAR shall provide SCP with written notice indicating that such non-payment condition has occurred, and that it is CMAR's intention to only stop working on the Project or terminate the Agreement if the non-payment condition is not cured within seven (7) calendar days from SCP's receipt of CMAR's notice. In the event that CMAR elects to only stop working on the Project, it may nonetheless later indicate its intention to terminate the Agreement by providing SCP with written notice that CMAR will terminate the Agreement within seven (7) calendar days from receipt of CMAR's notice, unless the alleged cause of termination is cured in the interim.

- 12.3.2 In the event CMAR properly and lawfully elects to stop working on the Project under Section 12.3.1 for non-payment and then resumes work, CMAR shall be entitled to make a claim for adjustment to the GMP and Contract Time(s) of performance to the extent CMAR has been adversely impacted by the stoppage of work on the Project. In the event that CMAR elects to terminate the Agreement on the basis permitted under section 12.3.1, CMAR shall be entitled to recover the same costs it would be permitted to recover had SCP terminated this Agreement for its convenience under Section 12.1 of these General Conditions.

- 12.3.3 If the work on the Project, or any part thereof, shall be stopped under Section 12.1.1, and if SCP does not give notice in writing to CMAR to resume working on the Project at a date within ninety (90) calendar days of the date fixed in written notice to stop work or by order of any court or public authority, then CMAR may abandon that portion of the Work so stopped, provided that CMAR shall have given SCP thirty (30) calendar days written notice of such intent prior to the termination of the said ninety (90) calendar day period, unless such stop work had been ordered to secure compliance with the terms of this Agreement. CMAR will be entitled to the estimates and payments, if any be due, as determined by the Engineer, for all completed portions of the Work so abandoned.

- 12.4 SUBCONTRACTORS AND SUPPLIERS. If the Agreement is terminated for any of the reasons set forth above, (a) CMAR's agreements with its Subcontractors and suppliers, at SCP's option and without further action by CMAR, shall be assigned to SCP; provided however, that SCP shall have no liability for any pre-existing acts or omissions or default by CMAR under such agreements and the sole recourse of such Subcontractors and suppliers for any such events shall be against CMAR; and (b) CMAR, if notified to do so by the Engineer, shall promptly remove any part or all of his equipment and supplies from the property of SCP and failure to make such removal shall entitle SCP to remove all such equipment and supplies at the expense of CMAR.

### SECTION 13 MISCELLANEOUS

- 13.1 ASSIGNMENT PROHIBITED. CMAR shall not assign this Agreement or subcontract it as a whole. The practice wherein CMAR furnishes a performance bond to SCP for the benefit of another organization which will actually perform the Work is deemed to be an assignment of this Agreement prohibited by this Section.

- 13.2 SUCCESSORSHIP. The provisions of these General Conditions and the other Contract Documents shall be binding upon the Parties, their employees, agents, heirs, successors and assigns.

- 13.3 HEADINGS. The headings used in these General Conditions or used in any other Contract Document are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

- 13.4 NOTICE. Whenever the Contract Documents require that notice be provided to the other Party, notice will be deemed to have been validly given (a) if delivered in person to the individual intended to receive such notice; or (b) if delivered or sent by registered or certified mail, postage prepaid, or by commercially recognized overnight courier, to the address indicated in the Agreement. In addition, any all notices to be given by SCP to CMAR under this Agreement shall be deemed served if delivered in person to superintendent, or in their absence, to a foreman, at or near the Site.

- 13.5 EMPLOYMENT. During the period of performance of this Agreement, neither party shall employ or hire any employees of the other party without the other party's consent.

- 13.6 MODIFICATION OF AGREEMENT. The Contract Documents may not be changed, altered, or modified in any way except in writing (by amendment or change order per Section 2.1.10) and signed by a duly authorized representative of both Parties.

- 13.7 CONSEQUENTIAL DAMAGES. Under no circumstances shall either Party or their related parties be liable to the other for incidental, consequential or punitive damages, including but not limited to, loss of profits, loss of business opportunity, cost of capital, or loss of goodwill.

- 13.8 GOVERNING LAW, VENUE, AND WAIVER OF JURY. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana, without giving effect to any conflict of law provisions. Venue of any action based upon or arising out of this Agreement shall be exclusively in the 29<sup>th</sup> Judicial District Court, Parish of St. Charles, State of Louisiana or the United States District Court for the Eastern District of Louisiana, as appropriate. The Parties irrevocably waive any objection which they may have now or hereafter to (a) the personal jurisdiction of said courts, (b) the venue of any proceeding brought in such court, or (c) that such proceedings have been brought in a non-convenient forum when brought in such court. Additionally, the parties irrevocably agree that any final judgment (after appeal or expiration of time for appeal) entered by such court shall be conclusive and binding upon the parties and may be enforced in the courts of any other jurisdiction to the fullest extent permitted by law. Each of the parties hereby irrevocably waives its right to a jury trial of any claim or cause of action based upon or arising out of this Agreement. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of the overall transaction, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims.
- 13.9 SEVERABILITY. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person and/or circumstance shall, at any time or to any extent, be found to be invalid or unenforceable by a court of law, the remainder of this Agreement or the application of such term, covenant, condition or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 13.10 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. For purposes of this Section, facsimile and PDF signatures are acceptable; however, the original signature pages shall be substituted as soon as practicable.
- 13.11 ENTIRE AGREEMENT. This Agreement, including the Contract Documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.
- 13.12 DRAFTING OF AGREEMENT. The parties agree that the terms and conditions of this Agreement are the result of arm's length negotiations between the parties and/or their counsel. Neither Party shall be considered to be the drafter of the Agreement or any provision hereof for the purpose of any statute, jurisprudential rule, or rule of contractual interpretation or construction that might cause any provision to be construed against the drafter.
- 13.13 CODE OF ETHICS. CMAR acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et seq., Code of Governmental Ethics) applies to it in the performance of its obligations under this Agreement. CMAR agrees to immediately notify SCP if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement. CMAR's executed affidavits ("Non-Collusion Affidavit," "Attestation Affidavit," and "E-Verification Affidavit") are attached hereto.
- 13.14 NON-WAIVER. The failure of a Party to strictly enforce any provision of this Agreement shall not be deemed to act as a waiver of any provision, including the provision not so enforced. Any waiver by a Party of any term, condition, covenant, or breach of this Agreement shall not be deemed to be a continuing waiver of same.
- 13.15 EXCLUSIVE BENEFIT. Except as otherwise provided herein, this Agreement is entered into for the exclusive benefit of SCP and CMAR, and the parties expressly disclaim any intent to benefit any person that is not a Party to this Agreement.

SECTION 14  
TAXES

- 14.1 To the extent that work is performed or materials purchased in Louisiana, CMAR shall not include in his bid any state and local sales or use tax on materials, supplies, and equipment which are purchased to be affixed, incorporated into or otherwise made a permanent part of the completed Work, as well as state and local sales or use tax on other taxable services, leases and rentals of tangible personal property used in the completion of the Agreement (hereafter referred to as "Applicable Materials and Services").
- 14.2 All purchases of Applicable Materials and Services shall be made by CMAR in its designated capacity as Agent for and on behalf of SCP. SCP shall provide to CMAR a copy of the Department of Revenue & Taxation Form R-1020 ("Designation of Construction Contractor as Agent of Government Entity") at the time of the Notice to Proceed for Construction. CMAR shall submit this form to the Department of Revenue and Taxation for the purpose of obtaining a Certificate of Sales Use Tax Exemption/Exclusion. CMAR shall present to vendors and suppliers of Applicable Materials and Services a copy of the Department of Revenue and Taxation Form R-1056 ("Certificate of Sales Use Tax Exemption/Exclusion") when purchasing Applicable Materials and Services for the Project.  
  
The designation of CMAR by SCP as its agent in accordance with LAC 61:14301 is for the limited purpose of purchasing Applicable Materials and Services in furtherance and performance of the Work specified in the Agreement and is not intended nor should it be construed as a designation of CMAR as agent for any other purpose.
- 14.3 All Applicable Materials purchased by CMAR as SCP's agent exclusively for the Project specified in this Agreement, but not actually used, shall belong to and become the property of SCP. All whole, unused Applicable Materials not incorporated into the Work shall be picked up by SCP at its expense on notification by CMAR. When the said Applicable Materials are turned over to SCP, CMAR shall provide to SCP a certified list of items being transmitted to SCP. All rights and warranties with respect to the Applicable Materials shall inure to the benefit of SCP.
- 14.4 Nothing in this Article nor in any other article of these General Conditions is intended nor should be construed to alter, amend, or otherwise revise the responsibilities of CMAR, whether express or implied herein, to:
  - (a) fully insure the Applicable Materials to be used on the Project or stored on or off site of the Project;
  - (b) insure the progress of the Project prior to Final Acceptance in accordance with the provisions of Section 6;
  - (c) warrant the Applicable Materials furnished under the Agreement;
  - (d) indemnify SCP in accordance with the provisions of Section 8;
  - (e) alter, amend, or otherwise revise the method of payment as provided in Section 7 and Section 8;
  - (f) alter, amend, or otherwise revise the right of SCP to accept or reject any of the Work during the progress of the Project or to make or have made inspections of the Work as it progresses;
  - (g) provide for the safety, protection, and security of the Applicable Materials throughout the progress of the Project in accordance with the provisions of Section 6;
  - (h) furnish and maintain liability and property insurance coverage for damage, loss or destruction of the Applicable Materials until Final Acceptance in accordance with the provisions of Section 6; and
  - (i) remit to the pertinent taxing authority any taxes other than sales and use tax that may be applicable to the project for which SCP or CMAR as SCP's agent do not enjoy a legitimate exemption or exclusion.
- 14.5 Nothing herein shall be construed to relieve CMAR or any subcontractor from the payment of any sales, use or other taxes with respect to purchases of material, supplies or equipment which are not to be incorporated into the Work or used solely in the fulfillment of the obligations to be performed under this Agreement, provided CMAR has complied with the terms of this Agreement and all applicable laws and procedures.
- 14.6 In the event that CMAR is subject to a sales or use tax audit by either the State of Louisiana or a local taxing authority, and the taxing authority assesses taxes on any Applicable Materials and Services, SCP agrees to defend its tax-exempt status as a political subdivision and CMAR as its agent. Should the taxing authority prevail in imposing sales or use taxes on any purchases of Applicable Materials and Services, SCP agrees to reimburse CMAR for those taxes or to pay the taxes directly to the taxing authority, but only to the extent that CMAR has complied with the terms of this Agreement and all applicable laws and procedures.
- 14.7 Section 14, with regard to the exemption of CMAR as SCP's agent from the payment of sales and use taxes for the Applicable Materials and Services as defined above, is meant to alter, amend, and revise any provision contrary to Section 14 which may appear elsewhere in this Agreement with regard to the payment of sales and use taxes. Therefore, wherever throughout this Agreement there is any mention of liability for the payment of sales and use taxes for Applicable Materials and Services which conflicts with the provisions of this Section 14, the terms of Section 14 as stated herein shall control as if they were repeated each time.

SECTION 15  
PROJECT SPECIFIC REQUIREMENTS

- 15.1 SECURITY.
  - 15.1.1 As a result of heightened SCP security measures, all contractors, consultants, testing laboratory representatives, survey representatives and any other service providers seeking access to SCP property must first submit on their company's letterhead a list of all employees authorized to be on SCP property. This list shall include the respective project/location for which the employee is assigned to perform work, prior to beginning work. Workers must have an employer issued, pictured ID card and current valid photo credentials to validate identification. In the event any immigrant workers are on site, they must carry dual identification/immigration status credentials. Please provide copies of these employee lists via email to SCP Representative. These lists must be updated and forwarded immediately to both offices prior to any new workers mobilizing to the job site.
  - 15.1.2 CMAR shall include the terms of this Section 15 in all contracts and subcontracts at all

levels for work performed under this Agreement, including supervision and oversight.

- 15.2 All trucks shall be within legal allowable weight limits according to local, Parish, or State requirements for truckloads, whichever are more stringent. Truck routes, within the project areas and through all SCP-owned and residential City streets to be utilized by CMAR during the Construction Phase shall be defined and furnished, if so requested, to SCP for review and approval prior to the performance of any Work. All transportation equipment shall be State inspected, mechanically safe, and equipped with backup/reverse audio alarm movement devices as required by OSHA. CMAR shall provide SCP with the specifications and plans for intended use for any cranes CMAR proposes to place on any SCP wharf to facilitate the work. SCP may require CMAR, at his expense, to provide calculations and/or drawings, stamped by a Louisiana licensed engineer, showing the crane loads on the wharf and the wharf's ability to support the crane and its associated work.
- 15.3 ST. CHARLES PARISH FURNISHED ITEMS.
  - 15.3.1 CMAR's responsibility for material furnished by SCP shall begin at the point of delivery upon acceptance by CMAR. CMAR will examine each shipment prior to acceptance and shall reject all defective items.  
  
Defective SCP-furnished materials discovered after installation and prior to final acceptance of the Work, where the defect is of a nature not detectable by visual examination and other appropriate field inspection methods, shall be replaced by SCP. CMAR shall, at his own expense, furnish all necessary tools, equipment, and appliances, and perform all necessary labor, for the removal and replacement of such defective items in a manner acceptable to SCP.  
  
All material furnished by SCP which disappears or is damaged after its acceptance by CMAR upon delivery by SCP's supplier, shall be replaced by and at the expense of CMAR. Replacements shall conform to the original purchase specifications on file with SCP. CMAR shall accept all risk of loss or damage to SCP-furnished material from the time of its acceptance by CMAR at the delivery site until final project completion.
  - 15.3.2 Materials furnished by SCP for installation by CMAR will be delivered f.o.b. to the site as specified in applicable sections of the Technical Specifications of the Construction Documents.  
  
CMAR shall be responsible for all unloading, reloading, transporting to the site of installation, storage if necessary, re-handling, and installation. All items shall be unloaded promptly after arrival. All charges for demurrage due to negligence or delay by CMAR shall be paid by CMAR. Materials shall be handled by methods which will prevent damage. Scheduled delivery dates for equipment and materials to be furnished by SCP are listed in the applicable sections of the Technical Specifications. CMAR shall accept the risk of any delay in delivery of materials furnished by SCP, and if the Work is delayed, he shall have no claim for damages or contract adjustment other than an adjustment of Contract Time and the waiving of liquidated damages occasioned by the delay.

Exhibit B - Project Program

**Project Program**

for the:

**HAHNVILLE BRANCH LIBRARY CONSTRUCTION PROJECT**

**PROJECT OVERVIEW**

St. Charles Parish (SCP) plans to construct a new library to replace the existing Hahnville Branch Library with related site work. The project, which will be under the management and direction of the St. Charles Parish Library, will be a replacement Branch Library for the St. Charles Parish Library system that will serve the Hahnville community and will be approximately 14,500 sf. The library program includes library stacks areas, Louisiana history room, study rooms, a larger meeting room with an operable partition, administrative space, and support spaces. The site improvements will include but are not limited to a parking lot with 100 spaces and possibly a walking path. The project is located in Hahnville, LA. The Estimated cost of construction is approximately \$7,000,000.00. The Proposed improvements include but are not limited to a new 14,500 square foot library, a parking lot capable of fitting 100 parking stalls, and landscaping.

SCP intends to use the Construction Management at Risk (CMAR) delivery method for the Project, as authorized by Louisiana law pursuant to La. R.S. 38:2225.2.4.

This project site is immediately adjacent, and within 1,500 linear feet of the toe of the Mississippi River, adjacent to the Army Corps of Engineers Levee, and therefore will require a permit or letter of no objection from the following agencies USACE, CPRA, and Lafourche Basin Levee District before construction can begin, in conjunction with State Fire Marshall and St. Charles Parish Planning and Zoning permitting office review and approval. Permitting will be initiated at completion of 60% design documents so that any permit requirements can be addressed and included at 100% design documents.

The Design professional will begin engaging the following applicable agencies due to the project site requirements and location, which include but are not limited to the agencies listed below in correlation with the design document phase listed below.

**Agencies to engage at completion of 30% Design Documents**

- Protection and Restoration Authority's (CPRA), Letter of No Objection (LONO) due to the proposed projects proximity within 1,500 linear feet of the levee.
- Lafourche Basin Levee District, Letter of No Objection (LONO) due to the proposed projects proximity within 1,500 linear feet of the levee.
- Army Corps with a Letter of No Objection (LONO) due to the proposed projects proximity within 1,500 linear feet of the levee.

**Agencies to engage at completion of 60% Design Documents**

- Entergy with either a Letter of No Objection (LONO) or permit to determine how to remove or relocate existing overhead utility lines running through projects site.
- Department of Transportation and Development (DOTD) for traffic impact and any possible curb cut improvements that may be required on LA HWY -18, River Road

SCP's intent is to have the CMAR Contractor (CMAR) on board to comment as to constructible and cost-effectiveness of design alternatives through participation in the design process. A key objective of the CMAR methodology is to tie down the construction cost and schedule and allow construction to begin as soon as possible upon approval of the required permits.

The CMAR Contractor will be required to work with SCP staff and its Design Professional (DP) Grace Hebert Curtis Architects, LLC., to develop a comprehensive set of construction plans and specifications. The CMAR contractor will perform constructability reviews, provide phasing and sequencing suggestions, develop and update an open book cost model, assess appropriate means and methods, develop a construction schedule, and provide input into the development of innovative time saving and cost saving ideas for the project. The key to success of the CMAR Contractor will be its willingness to work in the best interest of SCP to safely achieve its cost, schedule, quality, community, and stakeholder relations goals.

SCP intends to contract with an Independent Cost Estimator (ICE) to provide third-party independent construction cost estimates to be used as a comparison and validation of the CMAR Contractor's Opinions of Probable Construction Cost (OPCC) and Guaranteed Maximum Price (GMP). Criteria for acceptance of the CMAR's GMP shall be at the discretion of SCP based on a thorough comparison and recommendation by the DP. The CMAR and ICE shall use the same Work Breakdown Structure (WBS), to be updated upon mutual agreement from time to time and will be required to use complementary cost estimating software capable of supporting direct computerized line-item comparisons.

SCP also intends to contract with a Construction Management Professional (CMP) to perform construction engineering and inspection services during construction. The CMAR Contractor must be able to develop a strong, collaborative working relationship with SCP, the DP, the ICE, and the CMP. The next sections of this Project Program will describe the Key Project Milestones, Pre-Construction Phase Scope of Work, Anticipated Physical Work, Items to be Provided by SCP, and Construction Considerations.

**KEY PROJECT MILESTONES**

Table 1. CMAR Key Project Milestones

30% Design Package (Begin CORPS, CPRA, & Lafourche Basin Levee District Permit discussion)	2nd Qtr 2025
60% Design Package	3rd Qtr 2025
90% Design Package	3rd Qtr 2025
100% Design Package	4th Qtr 2025
GMP Negotiations	4th Qtr 2025

**PRE-CONSTRUCTION PHASE SCOPE OF WORK**

The pre-construction phase scope of work shall include, but not be limited to, the following:

- Review SCP's Project Criteria (Basis of Design or BOD) and its periodic updates as it relates to site development, and provide written comments, suggestions, and updated information for incorporation into the BOD on forms provided by the DP. It is anticipated the BOD will be updated at each stage in the design process.
- Review the 30%, 60%, 90%, and 100% design packages submitted by the DP, for constructability,

equipment, materials, sequencing, and methodology, and provide written comments and suggestions for improvement, on forms provided by the DP. The CMAR shall identify uncertainties in the design in terms of design detail, products and technologies, manufacturer and vendor performance, construction methodology, logistics, space and staging requirements, conflicts, community impacts, etc., and provide written recommendations on how to reduce those uncertainties as the design progresses.

- Work with the ICF to establish a Work Breakdown Structure (WBS) which shall form the basis of cost estimates and construction schedules, to be approved by the DP. The approved WBS shall form the basis for the Schedule of Values (SOV) to be used for payment during construction. The WBS level at each stage of design development shall be in general conformance with the level of design detail at each stage of the Project. The final WBS level for the cost estimate and schedule in support of the GMP shall be approved by the DP.
• Develop an Opinion of Probable Construction Cost (OPCC) based on the 30% design package, to be updated in increasing level of detail based on the 60%, 90%, and 100% design packages submitted by the DP. CMAR shall reconcile quantities with the DP and ICE prior to each OPCC update. The 100% cost estimate substantiating the GMP shall be a production-based bottom-up estimate based on construction hard-bid level estimating methodology, to a final level of detail approved by the DP. All cost information shall be shared with the DP open book.
• Collaborate with SCP to determine the amount of cost contingency to include in the construction contract. Use knowledge-based methodology and/or risk-based modeling approved by SCP to perform contingency analyses on each cost line item as appropriate and provide a written recommendation with justification for the amount of contingency to be included in the construction contract.
• Collaborate with SCP to establish the detailed scope and dollar amount of each allowance to include in the construction contract.
• Develop a Construction Schedule based on the 30%, 60%, 90%, and 100% design packages submitted by the DP. Work with the DP to coordinate schedule milestones with the development of the backland area of the terminal by the terminal operator/tenant. Provide written recommendations on design details to improve the schedule. The final construction schedule at the time of GMP shall be in sufficient detail to control the work (WBS Level 4/5) and to support detailed time impact analyses in support of requests for time extensions.
• Collaborate with SCP in arriving at the value and justification for any incentives or disincentives to be included in the construction contract and participate in design and value engineering charrettes.
• Assist with the generation, vetting and development of value engineering ideas. Provide recommendations regarding accelerated or fast-track scheduling, procurement, or phased construction. CMAR shall consider cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.
• Develop what-if scenarios based on value engineering ideas, to evaluate potential cost and schedule impacts. Provide schedule-based cost analyses to show the potential impact of value engineering ideas on the project schedule, cost, SOV, and cash flow.
• Participate in reviews and meetings as required for Section 10/404 and Section 408 federal permit approval processes. Advise on information required for the Mitigation Plan in support of permitting efforts such as construction methodologies, equipment, noise, vibration, emissions, environmental best practices, and other construction information as requested by the DP.
• Provide construction and cost information as needed in support of benefit-cost analyses (BCA) for grant funding applications. This project does not currently have funding that requires a BCA but this capability should still be available upon request.
• Participate and contribute to periodic updates of the project risk register and assist with monetization and determination of the schedule impact of risks as needed.
• Advise on procurement strategies for equipment and materials. Identify long lead items and procurement risks and provide recommendations for early contractor or owner procurement of select items, or other procurement strategies for the benefit of the project.
• Attend select Council meetings and participate in select community outreach events as requested by SCP.

ANTICIPATED PHYSICAL WORK

During the pre-construction phase, SCP may request the CMAR Contractor provide physical construction work at the project site that may include labor, equipment, and materials (Physical Work). The cost to SCP for Physical Work, including the administrative tasks of scheduling, packaging, and procurement activities associated with any early Physical work, shall be negotiated between SCP and the CMAR Contractor per the Agreement.

It is anticipated that the following Physical Work activities may be required by the CMAR Contractor during pre-construction, subject to permit authorization. This list is not all inclusive and additional activities may be required as deemed necessary:

- Clearing and demolition
• Additional topographic, or subsurface utility surveys or field investigations (potholing) prior to construction
• Utility abandonment and/or relocation

ITEMS TO BE PROVIDED BY SCP

- Topographic survey for the Project area completed 4Q24
• Geotechnical Report for the Project expected to be completed by 1Q25
• Fire Hydrant Flow Test for the Project Expected to be completed by 1Q25
• Owner provided Fixtures Furniture & Equipment to be completed in conjunction with 100% construction documents
• DP's design submittal documents (30% design projected for completion 2Q25)

CONSTRUCTION CONSIDERATIONS

The CMAR shall be responsible for all construction permits other than the federal permits mentioned herein.

The CMAR shall prepare Work-Specific Mitigation Plans including but not limited to traffic, noise, dust, vibration, and any other identified community impacts, for SCP approval prior to commencement of any Physical Work activities.

CMAR shall be responsible for any additional survey control required beyond the provided survey. All communication with public utilities shall be coordinated through the DP.

The CMAR Contractor will not be precluded from participating in other contracts with SCP in the event of failure to agree on a GMP per the Agreement.

END

Exhibit C.1 - Affidavit

SECTION 00470

ATTESTATION CLAUSE (PAST CRIMINAL CONVICTIONS OF BIDDERS) AS REQUIRED BY La.R.S. 38:2227

NAME OF PROJECT

PROJECT NUMBER

DATE OF BID

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that:

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
a) Public bribery (La.R.S.14:118) c) Extortion (La.R.S.14:66)
b) Corrupt influencing(La.R.S.14:120) d) Money laundering (La.R.S.14:23)
B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
a) Theft (La.R.S 14:67) f) Bank fraud (La.R.S.14:71.1)
b) Identity Theft (La.R.S 14:67.16) g) Forgery (La.R.S 14:72)
c) Theft of a business record (La.R.S 14:67.20) h) Contractors; misapplication of payments (La.R.S 14:202)
d) False accounting (La.R.S 14:70) i) Malfeasance in office (La.R.S 14:134)
e) Issuing worthless checks (La.R.S 14:71)

Name of Bidder

Name of Authorized Signatory of Bidder

Date Title of Authorized Signatory of Bidder

Signature of Authorized Signatory of Bidder

SECTION 00475

EMPLOYMENT STATUS VERIFICATION AFFIDAVIT

STATE OF PARISH/COUNTY OF

BEFORE ME, the undersigned authority, personally came and appeared, (Affiant) who after being duly sworn, deposed and said that he/she is the fully authorized (Entity), the party who submitted a bid to Project No. to St. Charles Parish.

Affiant further said:

- (1) Affiant is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
(2) Affiant shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
(3) Affiant shall require all subcontractors to submit to the Affiant a sworn affidavit verifying compliance with statements (1) and (2).

Signature of Affiant

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS DAY OF, 20

NOTARY PUBLIC

My commission expires

SEAL

SECTION 00480

NON-COLLUSIVE AND NON-SOLICITATION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF

, being first duly sworn, deposes and says that:

- (1) He is the (Owner, Partner, Officer, Representative or, Agent) of (Name of Bidder), the Bidder, and that the Bidder has submitted the accompanying Bid for the construction of the Contract, Project No. of the Parish of St. Charles, Louisiana;
(2) He is fully informed respecting the preparation and contents of the Bid and of all pertinent circumstances respecting the Bid;
(3) The Bid is genuine and is not a collusive or sham Bid;
(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract or Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any Bidder, firm, or person to fix the price or prices in the Bid or the Bid of any other Bidder; or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Work;
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees, or parties in interest, including this affidavit;
(6) That he has employed no one person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by him whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price to be received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him;
(7) This affidavit is executed in compliance with the provisions of La.R.S.38:2224.

Bidder

By

Title

Subscribed and sworn to before me

this day of, 20 at, Louisiana

My commission expires

SEAL

2025-0151

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 25-6-4

An ordinance approving and authorizing the execution of a Contract with Byron E. Talbot Contractor, Inc. for Deputy Jeff G. Watson Dr. Roadway Extension (Project No. P190102), in the amount of \$1,438,242.25.

WHEREAS, Ordinance No 19-2-10 adopted on February 18, 2019, by the St. Charles Parish Council, approved and authorized the execution of a Professional Service Multi-Phase Project Contract with Civil & Environmental Consulting Engineers, for providing all necessary professional engineering services for a 1,270-foot road extension of the Rue La Cannes roadway. (Parish Project Number P190102); and,
WHEREAS, on February 21, 2024, the St. Charles Parish President approved a Professional Services Agreement between St. Charles Parish and Environmental Consulting Engineers to update existing project plans for Deputy Jeff G. Watson Dr. Roadway Extension (Parish Project No. P190102); and,
WHEREAS, Ordinance No. 24-6-4 adopted on June 3, 2024, by the St. Charles Parish Council, approved and authorized the execution of a Joint Use Agreement with the Louisiana Department of Transportation and Development to allow for the construction of the Deputy Jeff G. Watson Dr. Roadway Extension (Project No. P190102), formerly Rue La Cannes Road Extension, and a dog park to be constructed in the future; and,
WHEREAS, Ordinance No. 24-7-14 adopted on July 22, 2024, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 to Ordinance No. 19-2-10 which approved the Professional Services Agreement with Danny J. Hebert, P.E., L.L.C. d.b.a. Civil & Environmental Consulting Engineers, to perform professional engineering services for the Deputy Jeff G. Watson Dr. Roadway Extension (Project

No. P190102), formerly Rue La Carines Road Extension in the amount of \$55,350.00; and, Resolution No. 6814 adopted on January 6, 2025, by the St. Charles Parish Council, approved and authorized the Parish President to execute a letter supporting the assignee of Civil & Environmental Consulting Engineers to Civil & Sports Design Engineering, LLC.; and, sealed bids were received by St. Charles Parish on April 29, 2025, for the Deputy Jeff G. Watson Dr. Roadway Extension (Project No. P190102); and, on May 14, 2025, St. Charles Parish President issued a letter to Civil & Environment Consulting Engineers and Civil & Sports Design Engineering, Inc. approving the assignment of the contracts mentioned above by Civil & Environmental Consulting Engineers to Civil and Sports Design Engineering, Inc.; and, Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC. has reviewed the bids and recommends that the construction contract be awarded to the lowest responsive and responsible bidder, Byron E. Talbot Contractor, Inc. in the amount of \$1,438,242.25.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That the bid of Byron E. Talbot Contractor, Inc., for the construction of Deputy Jeff G. Watson Dr. Roadway Extension (Project No. P190102), in the amount of \$1,438,242.25 is hereby approved and accepted.

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

SECTION III. A final Notice of Contract shall be printed and filed in place of the contract documents with the St. Charles Parish Clerk of Court and in the records of the St. Charles Parish Council.

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

YEAS: MOBLEY, FONSECA, SKIBA, ELIZ, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: WILSON, COMARDELLE

And the ordinance was declared adopted this 2nd day of June, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DEVPARISH PRESIDENT: June 13, 2025
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]
RETSECRETARY: June 4, 2025
AT: 9:39 am, RECD BY: [Signature]

SECTION 00500

CONTRACT

This agreement entered into this 3rd day of June, 2025, by Byron E. Talbot Contractor, Inc., hereinafter called the "Contractor", whose business address is P.O. Box 5658, Thibodaux, LA 70302, and the St. Charles Parish, hereinafter called the "Owner".

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

ARTICLE 1

STATEMENT OF WORK

1.01 Contractor shall furnish all labor and materials and perform the work required to build, construct and complete in a thorough and workmanlike manner in connection with the following:

Project Name: DEPUTY JEFF G. WATSON DR. ROADWAY EXTENSION
Project Number: P190102

1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC.

1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated January 29, 2024, Addenda number(s) 1 and 2, 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: Construction of a new concrete road and parking lot for future recreation facility.

ARTICLE 2

ENGINEER

2.01 The Project has been designed by Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC who is hereinafter called "Engineer" and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3

CONTRACT TIME

3.01 The Contractor shall complete the Work under the Contract within 150 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner One Thousand Dollars (\$1,000.00) per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

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

a) (\$1,438,242.25) One Million Four Hundred Thirty-Eight Thousand Two Hundred Forty-Two Dollars and Twenty-Five Cents based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.

6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.

6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:

a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or

b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.

6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.

6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.

6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.

6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

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

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.

7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.

7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 8

CONTRACT DOCUMENTS

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

- a) Contract (Section 00500)
b) Performance Bond (Section 00611)
c) Payment Bond (Section 00610)
d) Insurance Certificates
e) Advertisement for Bids (Section 00010)
f) Louisiana Uniform Public Works Bid Form (Section 00300)
g) Addenda (Numbers 1 to 2 inclusive)
h) Contract documents bearing the general title "Deputy Jeff G. Watson Dr. Roadway Extension" dated January 29, 2024.
i) Drawings, consisting of a cover sheet dated January 29, 2024, and the sheets listed on Drawing 01, each sheet bearing the following general title: Deputy Jeff G. Watson Dr. Roadway Extension.
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.

9.04 In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. Further, Contractor agrees that it will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

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

OWNER: Parish of St. Charles
By: [Signature]
Title: Parish President

ATTES:
By: [Signature]
Title: Exec. Asst.

CONTRACTOR:
By: [Signature]
BYRON E. TALBOT
PRESIDENT

ATTES:
By: [Signature]
Title: CONTRACTS ADMINISTRATOR AND CORPORATE SECRETARY

2025-0152
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 25-6-5
An ordinance approving and authorizing the execution of a Contract with Barriere Construction Co., LLC, for the Murray Hill and Destrehan Drive Drainage Improvements (Project No. P201001), in the amount of \$2,112,258.00.

WHEREAS, Ordinance No. 21-3-3 adopted on March 15, 2021, by the St. Charles Parish Council, approved and authorized the execution of an Engineering Services Agreement with H. Davis Cole & Associates, LLC for providing all necessary services for the Murray Hill Drive and Destrehan Drive Drainage Improvements, Project No. P201001, in the amount not to exceed \$232,400.00; and,

WHEREAS, sealed bids were received by St. Charles Parish on March 6, 2025, for the Murray Hill and Destrehan Drive Drainage Improvements (Project No

P201001); and, WHEREAS, H. Davis Cole & Associates, LLC, has reviewed the bids and recommends that the Contract be awarded to the lowest responsive and responsible bidder, Barriere Construction Co., LLC, in the amount of \$2,112,258.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Barriere Construction Co., LLC, for the construction of Murray Hill and Destrehan Drive Drainage Improvements (Project No. P201001), in the amount of \$2,112,258.00 is hereby approved and accepted.

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

SECTION III. A final Notice of Contract shall be printed and filed in place of the contract documents with the St. Charles Parish Clerk of Court and in the records of the St. Charles Parish Council.

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

YEAS: MOBLEY, FONSECA, SKIBA, FILIE, O'DANIELS, FISHER, DEBRULEE
NAYS: NONE
ABSENT: WILSON, COMARDELLE

And the ordinance was declared adopted this 2nd day of June, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: June 13, 2025
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: June 4, 2025
AT: 9:39am RECD BY: [Signature]

SECTION 00500

CONTRACT

This agreement entered into this 3rd day of June, 2025, by Barriere Construction Co., LLC, hereinafter called the "Contractor", whose business address is 308 Woodland Drive, LaPlace, Louisiana, 70068, 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 the work required to build, construct and complete in a thorough and workmanlike manner in connection with the following:
Project Name: Murray Hill and Destrehan Drive Drainage Improvements
Project Number: P201001
1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: H. Davis Cole & Associates, LLC.
1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated January 24, 2025, Addenda number(s) 1 & 2, 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; The intended work of the project consists of drainage and paving improvements along Destrehan Drive and Murray Hill Drive generally from Eye Street to the outfall drainage ditch adjacent to the railroad tracks.

ARTICLE 2

ENGINEER

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

ARTICLE 3

CONTRACT TIME

- 3.01 The Contractor shall complete the Work under the Contract within 240 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner one thousand dollars \$1000.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
a) (\$2,112,258.00) Two Million One Hundred Twelve Thousand Two Hundred Fifty-Eight Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

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

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

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

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

ARTICLE 8

CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
a) Contract (Section 00500)
b) Performance Bond (Section 00611)
c) Payment Bond (Section 00610)
d) Insurance Certificates
e) Advertisement for Bids (Section 00010)
f) Louisiana Uniform Public Works Bid Form (Section 00300)
g) Addenda (Numbers 1 to 2 inclusive)
h) Contract documents bearing the general title "Murray Hill and Destrehan Drive Drainage Improvements" dated 1/24/2025.
i) Drawings, consisting of a cover sheet dated 1/24/2025, and the sheets listed on Drawing G1 (Sheet 2 of 47); each sheet bearing the following general title: Murray Hill and Destrehan Drive Drainage.
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.
9.04 In accordance with La R.S. 38:2216.1 and 39:1602.2, Contractor agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association. Further, Contractor agrees that it will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

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: St. Charles Parish
By: [Signature]
Title: Parish President

CONTRACTOR: Barriere Construction Co., LLC
By: [Signature]
Title: Construction Group Manager - Higgy Cr

ATTEST: [Signature]
Title: Exec. Asst

ATTEST: [Signature]
Title: Administrative Assistant

2025-0153
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF FINANCE)
ORDINANCE NO. 25-6-5

An ordinance to amend the 2025 Consolidated Operating and Capital Budget, Amendment No. 1, to add revenues and transfers totaling \$33,691,489, an addition of accumulated fund balance of \$16,475,210 and expenditures, including transfers, totaling \$45,075,920 for all Governmental Funds for the purpose of adjusting beginning 2025 fund balances across all funds to match ending 2024 Final Budget balances and to re-apply various construction, architectural/engineering, and other fees unexpended in 2024 for Parish projects that were not completed during 2024 and apply them to 2025.

WHEREAS, the 2025 St. Charles Parish Consolidated Operating and Capital Budget was adopted on November 4, 2024 by Ordinance No. 24-11-2; and amended on January 6, 2025 by Executive Order No. 2025-01; February 4, 2025 by Executive Order No. 2025-02; February 12, 2025 by Executive Order No. 2025-03; March 17, 2025 by Executive Order No. 2025-04; March 21, 2025 by Executive Order No. 2025-05; March 21, 2025 by Executive Order No. 2025-06; May 1, 2025 by Executive Order No. 2025-07; and, WHEREAS, the Parish Council has taken under consideration the study of Amendment No. 1 to the St. Charles Parish Consolidated Operating and Capital Budget

for fiscal year 2025: to increase beginning General Fund balance by \$18,146,458 and to add Revenues totaling \$10,945,352 as well as expenditures totaling \$24,755,692; to increase the beginning Fund balance in Fund 102 - Parish Transportation by \$637,365 and to increase capital expenditures by \$697,171; to increase beginning Fund balance in Fund 105 - Road Lighting by \$1,228,498; to increase beginning fund balance in Fund 110 - Criminal Court Fund by \$5,389; to decrease the beginning Fund balance in Fund 112 by \$5,215,502 and to add revenues including transfers totaling \$16,988,605 and expenditures totaling \$11,967,970, for construction, architectural/engineering and other fees for: Fund 112 - Roads and Drainage - Paved Streets - Account No. 112-420210 capital expenditures in the amount of \$5,178,094; Fund 112 - Roads and Drainage - Sidewalks, Account No. 112-420230 in the amount of \$2,891; Fund 112 - Roads and Drainage Fund - Cross Bayou Pump Station - Account No. 112-420240 total expenditures in the amount \$3,500,000 of Fund 112 - Roads and Drainage Fund - Drainage - Account No. 112-420260 total expenditures in the amount of \$3,288,985; Fund 113 - Recreation Fund, an increase in beginning Fund Balance totaling \$449,204, an increase in Revenues totaling \$1,007,990, and an increase in Capital Expenditures totaling \$1,007,990; to increase beginning Fund balance in Fund 114 - Mosquito Control by \$95,488; to increase beginning Fund balance in Fund 116 RSVP by \$64,398; to increase beginning Fund balance in Fund 123 - Flood Protection Fund - by \$1,172,889 and to add revenues totaling \$4,388,928 and expenditures of \$6,330,052; to decrease Debt Service Funds beginning Fund Balance by \$138,075; to increase beginning Fund Balance in Fund 302 - Recreation Facilities Construction Fund by \$28,055; Fund 310 - West Bank Hurricane Protection Levee an increase in beginning Fund Balance totaling \$3,508; to decrease beginning Fund balance in Fund 312 - GOMESA Construction Fund by \$1,299 and decrease total capital expenditures by \$45,569; to decrease beginning Fund Balance for Fund 313 LCDBG Public Facilities Construction Fund by \$9 and increase total expenditures by \$362,614; to decrease beginning Fund Balance for Fund 316 - Front Foot Assessment Capital Projects Fund by \$1,157, all as shown by the Revision Schedule.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2025 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows: YEAS: MOBLEY, FONSECA, SKIBA, FILIE, O'DANIELS, FISHER, DEBRULER NAYS: NONE ABSENT: WILSON, COMARDELLE

And the ordinance was declared adopted this 2nd day of June, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Fonseca SECRETARY: Michelle Spadaro DLVD/PARISH PRESIDENT: June 3, 2025 APPROVED: DISAPPROVED: PARISH PRESIDENT: Matt Jewell RETD/SECRETARY: June 4, 2025 AT: 9:39am RECD BY: [Signature]

Table with columns: 2024, 2025, 2021, 2022, 2023. Rows include: REVENUES, EXPENDITURES, EXCESS (DEFICIENCY) OF REVENUES, OTHER FINANCING SOURCES (USES), FUND BALANCE - Beginning, FUND BALANCE - Ending. Includes sub-totals for REVENUES, EXPENDITURES, and FUND BALANCE.

2025-0154 INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS) ORDINANCE NO. 25-6-7

An ordinance approving and authorizing the execution of Amendment No. 1 to Ordinance No. 24-6-15, which approved the Professional Services Agreement with Evans-Graves Engineers, Inc., to provide engineering services for the LA 52 Phase 2 (Blueberry Hill - US 90) (Project No. P140201), in the not to exceed amount of \$343,330.00, for a total contract price of \$589,233.00. WHEREAS, Resolution No. 5883 adopted February 13, 2012, by the St. Charles Parish Council, approved and authorized the execution of a Cooperative Agreement and Amendment No. 1 to the Cooperative Agreement between the U.S. Department of Housing and Urban Development (HUD) and St. Charles Parish for funding of the LA 52 (Paul Maillard Road) Corridor Revitalization Plan, HUD Appropriation No. 861/30162, Reservation No. CCPLA0053-11; and, WHEREAS, Ordinance No. 13-1-10 adopted January 22, 2013, by the St. Charles Council, approved and authorized the execution of an Agreement with Burk-Kleinpeter, Inc. (BK) and St. Charles Parish to prepare a Corridor Revitalization Plan for Paul Maillard Road, LA 52; and, WHEREAS, Ordinance No. 13-1-11 adopted January 22, 2013, by the St. Charles Council, approved and authorized the execution of an Agreement between the Center for Planning Excellence (CPEX) and St. Charles Parish to assist with the development of a Revitalization Plan for the Paul Maillard Road Corridor, LA 52; and, WHEREAS, Ordinance No. 14-12-7 adopted December 1, 2014, by the St. Charles Parish Council, approved the Paul Maillard Road Revitalization Plan; and, WHEREAS, Ordinance No. 17-7-9 adopted July 31, 2017, by the St. Charles Parish Council, approved and authorized the execution of a professional service multi-phase project engineering contract with EVANS-GRAVES ENGINEERS, INC., for providing all necessary professional, engineering services to design and oversee the construction of the transportation redevelopment phase & drainage portion of the infrastructure & public spaces redevelopment phase of Parish Project Number P140201; Titled PAUL MAILLARD RD (LA 52) CORRIDOR REVITALIZATION PLAN; and, WHEREAS, LA 52 Phase 2 (Blueberry Hill - US 90) is described as phase 2C within Ordinance No. 17-7-9 under Section 2.1.2; and, WHEREAS, Ordinance No. 24-6-15 adopted June 17, 2024, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Evans-Graves Engineers, Inc., to provide engineering services for LA 52 Phase 2 (Blueberry Hill - US 90) (Project No. P140201), in the amount of \$245,903.00; and, WHEREAS, St. Charles Parish desires to proceed with final design, permitting, bidding services (as needed), and construction services (as needed) for LA 52 Phase 2 (Blueberry Hill - US 90) (Project No. P140201); and, WHEREAS, Evans-Graves Engineers, Inc. and St. Charles Parish have mutually agreed to add

funds to the Professional Services Agreement for LA 52 Phase 2 (Blueberry Hill - US 90) (Project No. P140201) to include final design, permitting, bidding services (as needed), and construction services (as needed) for the project in the not to exceed amount of \$343,330.00 for a total contract price of \$589,233.00. THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That Amendment No. 1 to the Professional Services Agreement with Evans-Graves Engineers, Inc., for additional engineering services for the LA 52 Phase 2 (Blueberry Hill - US 90) (Project No. P140201), in the not to exceed amount of \$343,330.00, is hereby approved and accepted. SECTION II. That the Parish President is hereby authorized to execute said Amendment on behalf of St. Charles Parish. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows: YEAS: MOBLEY, FONSECA, SKIBA, FILIE, O'DANIELS, FISHER, DEBRULER NAYS: NONE ABSENT: WILSON, COMARDELLE

And the ordinance was declared adopted this 2nd day of June, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Fonseca SECRETARY: Michelle Spadaro DLVD/PARISH PRESIDENT: June 3, 2025 APPROVED: DISAPPROVED: PARISH PRESIDENT: Matt Jewell RETD/SECRETARY: June 4, 2025 AT: 9:39am RECD BY: [Signature]

AMENDMENT NO. 1 TO CONSULTING SERVICES FOR LA 52 PHASE 2 (BLUEBERRY HILL - US 90) (PARISH PROJECT NO. P140201)

THIS AMENDMENT NO. 1 is made and entered into on this BY AND BETWEEN: ST. CHARLES PARISH, represented herein by its duly authorized Parish President, Matthew Jewell, (hereafter sometimes referred to as "OWNER"), and EVANS-GRAVES ENGINEERS, INC. represented herein by Ashlyn Graves, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as "CONSULTANT");

WHEREAS, Resolution No. 5883 adopted February 13, 2012 approved and authorized the execution of a Cooperative Agreement and Amendment No. 1 to the Cooperative Agreement between the U.S. Department of Housing and Urban Development (HUD) and St. Charles Parish for funding of the LA 52 (Paul Maillard Road) Corridor Revitalization Plan, HUD Appropriation No. 861/30162, Reservation No. CCPLA0053-11; and,

WHEREAS, Ordinance No. 13-1-10 adopted January 22, 2013 by the St. Charles Council, approved and authorized the execution of an Agreement with Burk-Kleinpeter, Inc. to assist with the development of a Corridor Revitalization Plan for the Paul Maillard Corridor, LA 52; and,

WHEREAS, Ordinance No. 13-1-11 adopted January 22, 2013 by the St. Charles Council, approved and authorized the execution of an Agreement with the Center for Planning Excellence (CPEX) to assist with the development of a Revitalization Plan for the Paul Maillard Corridor, LA 52; and,

WHEREAS, Ordinance No. 14-12-7 adopted December 1, 2014 by the St. Charles Parish Council, approved and authorized the Paul Maillard Road Revitalization Plan; and,

WHEREAS, Ordinance No. 17-7-9 adopted July 31, 2017 by the St. Charles Parish Council, approved and authorized a multi-phase professional engineering service contract with Evans-Graves Engineers, Inc. to provide all necessary engineering services to design and oversee the construction of the transportation redevelopment phase & drainage portion of the infrastructure & public spaces redevelopment phase of Parish Project Number P140201; Titled PAUL MAILLARD RD (LA 52) CORRIDOR REVITALIZATION PLAN; and,

WHEREAS, LA 52 Phase 2 (Blueberry Hill - US 90) is described as phase 2C within Ordinance 17-7-9 under Section 2.1.2; and,

WHEREAS, Ordinance No. 24-6-15 adopted June 17, 2024 by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Evans-Graves Engineers, Inc. to provide engineering services in the form of a survey and preliminary design for LA 52 Phase 2 (Blueberry Hill - US 90) (Project No. P140201), in the not to exceed amount of \$245,903.00; and,

WHEREAS, St. Charles Parish desires to proceed with final design, permitting, bidding services (as needed), and construction services (as needed) for LA 52 Phase 2 (Blueberry Hill - US 90) (Project No. P140201); and,

WHEREAS, Evans-Graves Engineers, Inc. and St. Charles Parish have mutually agreed to add funds to the Professional Services Agreement for LA 52 Phase 2 (Blueberry Hill - US 90) (Project No. P140201) contract to include final design, permitting, bidding services (as needed), and construction services (as needed) for the project in the not to exceed amount of \$343,330.00 for a total contract price of \$589,233.00.

Changes to the Contract Attachments are as follows:

ATTACHMENT "A" Add the following to Attachment "A" after A. PRELIMINARY DESIGN PHASE: B. FINAL DESIGN PHASE

Upon written acceptance by OWNER of the final Preliminary Design Phase documents and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by CONTRACTOR. b. These Drawings shall include locations of all utilities affected, with ownership and rights-of-way where required. The existing and ownership of any existing utilities shall be determined by contacting each utility provider in writing to obtain such records as may be available and information from the survey. Coordinate with said utility companies on the adjustment, relocation, or removal of existing utility lines and structures within the project that are in conflict with the proposed improvements. c. Visit the Site as needed to assist in preparing the Final Drawings and Specifications. d. Prepare necessary applications for permits for submission for approval of local, state, and federal authorities. e. Prepare a detailed Final Cost Estimate. f. Furnish for review by OWNER three copies of the Final Drawings, Specifications, and Cost Estimate as well as submitting electronically to appropriate parties specified by OWNER. OWNER shall submit to CONSULTANT any comments regarding the furnished items, and any instructions for revisions. CONSULTANT's services under the Final Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the Final Drawings, Specifications, and Cost Estimate.

C. PERMITTING CONSULTANT shall develop permit drawings, applications, supporting information and obtain all permits as required for the project, including, but not limited to, the following:

- a. Wetland Delineation, submitting for a Jurisdictional Determination of any wetlands b. U.S. Army Corps of Engineers (Section 404 permit) c. LA Wildlife & Fisheries (Scenic Rivers permit) d. LA Department of Health (LDH) e. LA Department of Environmental Quality (LDEQ)

- f. Cultural Resources
- g. Railroad Permitting

CONSULTANT shall also attend permit meetings as necessary and address all questions and comments received from any agency to ensure receipt of all necessary approvals.

**D. BIDDING AND CONSTRUCTION PHASE**

CONSULTANT shall attend bidding and construction meetings as necessary and address all questions and comments received by any agency.

**ATTACHMENT "B"**

Add the following to Attachment "B" after the Preliminary Design Phase:  
Final Design Phase 180

**ATTACHMENT "C"**

Add the following to Attachment "C" after 1. Preliminary Design Phase:

2. Final Design Phase	\$243,330.00	Lump Sum
3. Permitting	\$50,000.00	Not-To-Exceed
4. Bidding and Construction Phase	\$50,000.00	Not-To-Exceed

Not-To-Exceed items will be billed on an hourly basis and only as needed to support the effort by others.

THIS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this

EVANS-GRAVES ENGINEERS, INC.

ST. CHARLES PARISH

By: _____	By: _____
Name: Ashlyn A. Graves	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
<b>WITNESS</b>	<b>WITNESS</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

2025-0120

**RESOLUTION NO. 6833**

A resolution appointing a member to the St. Charles Parish Planning & Zoning Commission as the District III Representative.

WHEREAS, there exists a vacancy on the **ST. CHARLES PARISH PLANNING & ZONING COMMISSION** due to the expiration of the term of Mr. Webb Jay on May 31, 2025; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, that Webb Jay  
101 Madewood Drive, Destrehan, LA 70047

is hereby appointed to the **ST. CHARLES PARISH PLANNING & ZONING COMMISSION** as the District III Representative.

BE IT FURTHER RESOLVED that said appointment shall be effective MAY 31, 2025 and shall expire MAY 31, 2029.

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

YEAS: MOBLEY, FONSECA, SKIBA, PILIE, O'DANIELS, FISHER, DEBRULE  
NAYS: NONE  
ABSENT: WILSON, COMARDELLE

And the resolution was declared adopted this 2nd day of June, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Fonseca  
SECRETARY: Michelle Impastato  
DLVD/PARISH PRESIDENT: June 3, 2025  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: Michelle Impastato  
RET'D/SECRETARY: June 4, 2025  
AT: 9:37am RECD BY: \_\_\_\_\_

2025-0145

**RESOLUTION NO. 6834**

A resolution appointing an Official Journal to serve the Parish Council of St. Charles Parish for the period June 2025 through June 2026.

WHEREAS, the Parish Council of the Parish of St. Charles, State of Louisiana, is required to select a newspaper to serve as Official Journal to publish the Official Proceedings of the Council.

NOW, THEREFORE, BE IT RESOLVED, BY THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, ACTING AS THE GOVERNING AUTHORITY OF SAID PARISH:

SECTION I. That the Parish Council hereby appoints St. Charles Herald - Guide

P.O. Box 1199, Boutte, Louisiana 70039

as the Official Journal for the period of June 2025 through June 2026.

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

YEAS: MOBLEY, FONSECA, SKIBA, PILIE, O'DANIELS, FISHER, DEBRULE  
NAYS: NONE  
ABSENT: WILSON, COMARDELLE

And the resolution was declared adopted this 2nd day of June, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Fonseca  
SECRETARY: Michelle Impastato  
DLVD/PARISH PRESIDENT: June 3, 2025  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: Michelle Impastato  
RET'D/SECRETARY: June 4, 2025  
AT: 9:39am RECD BY: \_\_\_\_\_

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato  
MICHELLE IMPASTATO  
COUNCIL SECRETARY

Publish on: June 12, 2025

**Public Notice**

**PUBLIC NOTICE**

**REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER**

If the following violations are not rectified within (5) days of this published notice, the parish will proceed in bringing the properties listed in compliance with Chapter 16, Article III Sec. 16-24 through Sec. 16-28. (As amended). The fee for performing these services shall be at a rate of 0.037 per square foot of the lot cleaned. The contractor's fee for performing these services shall be at the rate of 0.029 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 \$58.61 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-three dollars and eighty six cents (\$43.96) per cubic yard will be assessed. An administration fee of \$36.63 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:

Jaime S. Mouton  
14 Houmas Pl Apt A, Destrehan, LA 70047  
Lot 12D  
Block 9  
Subdivision: Ormond Country Club -  
Nature of violation: Grass cutting & removal of debris

Phillips, Lena  
924 E Harding St, New Sarpy, LA 70047  
Lot 13  
Block 49  
Subdivision: New Sarpy Subd.  
Nature of violation: Grass cutting & removal of debris

Catherine Junger Molero  
514 Steve St, St. Rose, LA 70087  
Lot 8A  
Block 9A  
Subdivision: Fairfield Pltn. Oaks -  
Nature of violation: Grass cutting & removal of debris

Bradshaw, Clark E. - Estate of  
319 Carolyn Dr. Destrehan, LA 70047  
Lot 77  
Subdivision: Carolyn Drive Subd.  
Nature of violation: Grass cutting & removal of debris

Wallace Raymond Scott  
936 E Lawson St, New Sarpy, LA 70047  
Lot 19  
Block 51  
Subdivision: New Sarpy Subd.  
Nature of violation: Grass cutting & removal of debris

Pinkins Realty, LLC  
914 E Lawson St, New Sarpy, LA 70047  
Lot 7  
Block 51  
Subdivision: New Sarpy Subd.  
Nature of violation: Grass cutting & removal of debris

Louis A. Paz  
932 E Lawson St, Destrehan, LA 70047  
Lot 16  
Block 51  
Subdivision: New Sarpy Subd.  
Nature of violation: Grass cutting & removal of debris

Lezin Charles Oubre  
743 Good Hope St, Norco, LA 70079  
Lot 17  
Block B1  
Subdivision: Good Hope Pltn. - Annex -  
Nature of violation: Grass cutting & removal of debris

Callan Jesse Malbrough  
1 Houmas Pl. Unit C, Destrehan, LA 70047  
Lot 18C  
Block 9  
Subdivision: Ormond Country Club - Multifamily  
Nature of violation: Grass cutting & removal of debris

Washington, Herbert - Estate of  
613 Mockingbird Ln. St. Rose, LA 70087  
Lot 4  
Block H  
Subdivision: Preston Hollow (Levy -  
Nature of violation: Grass cutting & removal of debris

Curtis E. Scott  
726 Bacher Rd, Paradis, LA 70080  
Lot E  
Block S9  
Subdivision: Paradis Farm Lots - P -  
Nature of violation: Grass cutting & removal of debris

Sheldon Harris  
830 S Fashion Blvd, Hahnville, LA 70057  
Lot 345  
Subdivision: Fashion Pltn. Est.  
Nature of violation: Grass cutting & removal of debris

Merril Baudouin Estay  
722 Barber Rd, Paradis, LA 70080  
Lot D  
Block S8  
Subdivision: Paradis Farm Lots - P -  
Nature of violation: Grass cutting & removal of debris

Eric S. Maughan  
139 Gordon St, Destrehan, LA 70047  
Lot 41  
Subdivision: Modoc Pltn. Subd.  
Nature of violation: Grass cutting & removal of debris

Hall's Home Rentals & Services, LLC  
128 Hollywood Park Dr, Montz, LA 70068  
Lot 99  
Block 1  
Subdivision: Meadowlands, Phase 1 -  
Nature of violation: Grass cutting & removal of debris

Donald J. Cox  
40 Mary St, Norco, LA 70079  
Lot 7  
Block 2  
Subdivision: Mule Subd. #2  
Nature of violation: Grass cutting & removal of debris

Eric S. Maughan  
141 Gordon St, Destrehan, LA 70047  
Lot 43  
Subdivision: Modoc Pltn. Subd.  
Nature of violation: Grass cutting & removal of debris

Arthur G. Mitchell  
164 Ponderosa Rd, St. Rose, LA 70087  
Lot B-2-A  
Block 9  
Subdivision: Pecan Grove Pltn.  
Nature of violation: Grass cutting & removal of debris

Whitney Properties VIII, LLC  
103 Lone Star Dr, Luling, LA 70070  
Lot 7  
Block 1  
Subdivision: Lone Star Park Subd. -  
Nature of violation: Grass cutting & removal of debris

Mildred Butler  
218 Sycamore St, Hahnville, LA 70057  
Lot 9  
Block 5  
Subdivision: Hahnville, Village of  
Nature of violation: Grass cutting & removal of debris

Minnon Cannon  
301 Post St, Killbuck, LA 70066  
Lot B27  
Block 27  
Subdivision: Vicknair Prop.  
Nature of violation: Grass cutting & removal of debris

Louis Clark  
244 Second St, St. Rose, LA 70087  
Lot 10  
Block 5  
Subdivision: Elkinsville Subd. (St -  
Nature of violation: Grass cutting & removal of debris

PUBLISH: June 12, 2025

**Sheriff's Sale**

SHERIFF'S SALE  
SHERIFF'S OFFICE  
Suit No: (45) 95470-E

Date: Wednesday, May 21, 2025  
CITIBANK, N.A., NOT IN ITS  
INDIVIDUAL  
CAPACITY BUT SOLELY AS  
OWNER TRUSTEE  
FOR NEW RESIDENTIAL  
MORTGAGE LOAN  
TRUST 2016-3

VS  
DAVID N. SCHAUBHUT, SR.  
AND MISTY L. COLANGELO  
GREG CHAMPAGNE, SHERIFF  
P.O. Box 426  
HAHNVILLE, LA 70057  
Parish of St. Charles  
29th Judicial District Court  
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated:

MONDAY, MARCH 17, 2025, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Court-house of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, JULY 16, 2025, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

A CERTAIN PORTION OF GROUND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in what is known as DUFRENE SUBDMISION, a subdivision of Lots 21, 23 and 25, of Coteau de France or Ranson Tract at Des Allemands, in Section 47, Township 14 South, Range 20 East, designated on the plan of survey by E.M. Collier, Surveyor, dated September 28, 1959, and revised October 5, 1959, a copy of which is on file with the Clerk of Court of St. Charles Parish, Louisiana, as PORTION OF LOTS 23 AND ALL OF LOT 24 OF BLOCK 1 "B", being more fully described as follows:

The portion of Lot 23, adjoining Lot 24, measures 40 feet front on Carlon Drive, same width in the rear, by a depth of 119 feet between equal and parallel lines.

LOT 24 forms the corner of Carlon Drive and Cynthia Drive and measures 60 feet front on Carlon Drive, same width in the rear, by a depth and front on Cynthia Drive of 119 feet between equal and parallel lines; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: FIFTY-NINE THOUSAND NINE HUNDRED AND THIRTY-NINE AND THIRTY-FIVE (\$59,939.35) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE. PUBLISH ON: June 12, 2025 July 10, 2025 GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR

ST. CHARLES PARISH  
ATTORNEY FOR PLAINTIFF:  
Zachary G. Young  
1505 North 19th Street P.O. Box 2867  
Monroe, LA 71207  
SCSO-CIV-209-0402

**Public Notice**

ADVERTISEMENT FOR BIDS

The Port of South Louisiana Executive Airport Regional Airport (KAPS), Parish of St. John the Baptist, hereby advertises for sealed and electronic bids for **Hangar Development** located at 355 Airport Road in Reserve, LA:

Contract Owner: Port of South Louisiana

Contract Name: Hangar Development  
Port of South Louisiana Executive Regional Airport (KAPS)

Principal Work Location: The Contract Work will be located at 355 Airport Road, Reserve, Louisiana.

Description of Basic Work: The proposed project consists of construction for a pre-engineered steel hangar building on reinforced concrete slab, aircraft hydraulic hangar door, mechanical, electrical, plumbing, drainage, site work, and construction of a gravity sewer line.

Bids: Sealed Bids must be received by the Port of South Louisiana, 1720 Louisiana Highway 44 Reserve, Louisiana 70084, either by hand delivery or electronically at [www.centralbidding.com](http://www.centralbidding.com) no later than 10:00 a.m. local time, Thursday, July 10, 2025. As a minimum, "ATTN: Paul Matthews, Executive Director, Sealed Bid for **Hangar Development**, Contractor's License Number and the 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, 1720 Highway 44, Reserve, Louisiana 70084. The Owner reserves the right to reject any and all Bids, for just cause in accordance with LSA RS 38:2214B.

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on Tuesday, July 1, 2025, 10:00 a.m. at the Port of South Louisiana - Administrative Building, 1720 Louisiana Highway 44, Reserve, LA 70084. It is highly recommended that potential bidders attend.

All bidders must be licensed in the State of Louisiana under the classification of **Building Construction**.

INFORMATION FOR BIDDERS, BID FORM, FORM OF CONTRACT, PLANS, SPECIFICATIONS, AND BID BOND, PERFORMANCE BOND, PAYMENT BOND, AND OTHER CONTRACT DOCUMENTS MAY BE EXAMINED AT THE FOLLOWING LOCATIONS:

Copies of the CONTRACT DOCUMENTS may be viewed at the office of the Port of South Louisiana, 1720 Highway 44, Reserve, LA or at [www.centralbidding.com](http://www.centralbidding.com). Hard Copies of the Contract Documents may be obtained at the office of Shread-Kuykendall and Associates, Inc. located at 13016 Justice Avenue, Baton Rouge, Louisiana 70816, upon payment of \$300.00 for each set. Any BONA FIDE BIDDER, upon returning the first set of CONTRACT DOCUMENTS promptly and in good condition within ten (10) calendar days after the BID OPENING will be fully refunded in accordance with current state law. Sets in good condition shall be free of markings from pencils or highlighters and shall not be missing sheets. The project manager Nicci D. Gill, P.E. may be contacted at (225) 296-1335 or [ngill@skaengr.com](mailto:ngill@skaengr.com).

Each BIDDER must deposit with the BID, BID SECURITY in the amount of five (5) percent of the BID AMOUNT. BID SECURITY shall be in the form of a certified check, cashier's check (no copies) or a BID BOND.

A CONTRACT resulting from the requested BIDS shall be accompanied by a PERFORMANCE BOND and a PAYMENT BOND, each in the amount of one hundred percent (100%) of the CONTRACT and must be in a form acceptable to the OWNER'S attorney. SURETIES used for obtaining BONDS must appear as acceptable on U.S. Dept. of Treasury Circular 570.

BIDS must be submitted on the Louisiana Uniform Public Work Bid Form furnished with the CONTRACT DOCUMENTS. Each BID shall have attached a BID BOND with an accompanying duly authorized POWER OF ATTORNEY as provided for in the CONTRACT DOCUMENTS. Only the BIDS of contractors and/or subcontractors licensed under Act 113 of the 1964 Louisiana Legislature will be considered. Contractors desiring to BID shall submit to the ENGINEER evidence that they hold a license of proper classification and in full force and effect.

In accordance with La R.S. 38:2212 B (5), "Written evidence of the authority of the person signing the bid for public works shall be submitted at the time of bidding. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions are met:

- (a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the secretary of state.
- (b) The signature on the bid is that of an authorized representative as documented by the legal entity certifying the authority of the person.
- (c) The legal entity has filed in the appropriate records of the secretary of state of this state, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office."

The award of the contract, if awarded, will be made to the lowest responsive and responsible bidder, whose bid complies with all the requirements prescribed, within forty-five (45) consecutive calendar days after the actual date of opening thereof.

The Owner and the lowest responsive and responsible bidder may, by mutual agreement, extend the award by one or more thirty (30) calendar day extensions.

The contract will be awarded to the lowest responsive and responsible bidder without discrimination on grounds of race, color, sex or national origin. Disadvantaged businesses will be afforded full opportunity to submit bids.

All employees must have U.S. Citizenship or legal authorization to Work in the United States (E-verify).

Funding Advisement: Notice is hereby given that the project is funded through Federal Grants which funds will not be available at the time of bidding. The Owner may reject all bids and cancel this solicitation should adequate funding not be secured within forty-five (45) days after bid opening. The time limits stipulated in L.A. R.S. 38:2215(D) do not apply based upon the statutory exception that "the contract is to be financed in whole or in part by federal or other funds which will not be readily available at the time bids are opened."

DBE Goals: It is the policy of the Department of Transportation (DOTD) that disadvantaged business enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. All bidders shall make good faith efforts, as defined in 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, The Port of South Louisiana, in accordance with its Disadvantaged Business Enterprise (DBE) Program, has instituted an FAA Part 26 DBE Goal of **10.47%**. Additionally, the Contractor may count **sixty percent (60%)** of its expenditures to DBE suppliers that are not manufacturers, provided that the DBE supplier performs a commercially useful function in the supply process as defined in 49 CFR Part 26.55. As prescribed in the Bid Documents, prospective bidders are encouraged to incorporate DBE contractors as part of their proposal, and as such, provide the applicable forms indicating DBE participation, good faith efforts, and compliance. Failure to incorporate the required DBE forms shall constitute a bidder as non-responsive.

Buy American: The proposed contract is subject to the Buy American provision under 49 USC § 50101.

Equal Opportunity: The proposed contract is under and subject to executive Order 11246 of September 24, 1965. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth in the Specifications. Affirmative Action Requirements as well as goals for minority and female participation on contracts and subcontracts of \$10,000 or more are established within the Specifications.

Foreign Trade Restrictions: The successful bidder will be required to submit Certifications regarding Foreign Trade Restrictions under 49 CFR part 30, Government Wide Debarment and Suspension as per 2 CFR part 180 and Non-segregated Facilities as per 41 CFR § 60-1.8.

Davis Bacon Act: Attention to Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Davis Bacon Act Requirements.

Drug Free Workplace: The proposed contract is subject to applicable provisions of the Drug-Free Workplace Act.

A Notice to Proceed will be issued for the Project. All work is to commence within seven (7) consecutive calendar days after the issuance of the Notice to Proceed.

The Work shall be substantially completed within one hundred and eighty (180) calendar days - included in Agreement, Section 00013 and in Instructions for Bidders, Section 00003.

Liquidated damages shall be assessed for every day beyond the date of completion as established in Agreement, Section 00013.

Date of First Advertisement

June 11, 2025

OWNER

BY: Paul Matthews

TITLE: Executive Director

**Publish on: June 12, 19 & 26, 2025**

**Public Notice**

**ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT**

THE ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT WILL MEET ON JUNE 26, 2025 AT 8:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

**POSTPONED CASES:**

**2025-7-ZBA** requested by **Jose Villar** to reduce spatial requirements for accessory structures, **331 and 333 Meadows Drive, Destrehan**, Zoning District R-3, Council District 1

**NEW CASES:**

**2025-13-ZBA** requested by **Dennis and Gail Stevens** to reduce the required setback for a generator, **124 Laurel Court, Luling**, Zoning District R-1A, Council District 2

**2025-14-ZBA** requested by **John and Erin Gutierrez** to waive the requirement for permanent, dust-free paving for a single-family residence, **15592 River Road, Hahnville**, Zoning District C-2, Council District 1

**2025-15-ZBA** requested by **JEDP, LLC** to waive the required buffer fence, **383 Judge Edward Dufresne Parkway, Luling**, Zoning District M-1, Council District 1

**2025-16-ZBA** requested by **Diandray Martin for D-luxe Builders, LLC** to reduce the required setbacks and reduce required parking at **99 Carriage Lane, Destrehan**, Zoning District R-3, Council District 3

**2025-17-ZBA** requested by **Veronica Welch** to increase the maximum square footage for wet floodproofing a residential accessory building at **123 Dugas Lane, Des Allemands**, Zoning District R1A(M), Council District 4

**2025-18-ZBA** requested by **Dalton & Hayley Clark** to increase the maximum square footage for wet floodproofing a residential accessory building at **113 Matthew Drive, Des Allemands**, Zoning District R1A(M), Council District 4

**ALTERNATE DATE: None**  
**PUBLISH 6/12, 6/19, 6/26**

**Public Notice**



**St. Charles Parish**  
PROCUREMENT

MATTHEW JEWELL  
PARISH PRESIDENT

BRENDA J. CAMPOS  
PROCUREMENT OFFICER

SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UP TO:  
**11:00 a.m. - July 1<sup>st</sup>, 2025**

AT THE ST. CHARLES PARISH PROCUREMENT OFFICE, ROOM 3400, P. O. BOX 302, 15045 RIVER ROAD, PARISH COURTHOUSE, 3<sup>rd</sup> FLOOR PARISH PRESIDENT'S OFFICE, HAHNVILLE, LOUISIANA, 70057, EITHER BY MAIL, HAND DELIVERED OR ON-LINE AT: <https://www.centralbidding.com>. PROMPTLY THEREAFTER, THE BID(S) WILL BE PUBLICLY OPENED AND READ ALOUD ON THE 3<sup>rd</sup> FLOOR IN THE LARGE CONFERENCE ROOM OF THE ST. CHARLES PARISH COURTHOUSE. FOR: BID #(s):

**Bid 1016 - ProMinent Fluid Controls Polymer Blending & Feed Equipment System or Approved Equal**

DETAILED SPECIFICATIONS MAY BE PICKED UP, MAILED, OR EMAILED BY CONTACTING SAMANTHA PEARCE AT THE PARISH COURTHOUSE (PHONE 985-785-5000) OR AN EMAIL REQUESTED TO [spearce@stcharlesgov.net](mailto:spearce@stcharlesgov.net). BID RELATED DOCUMENTS MAY BE VIEWED ON-LINE AT: <https://www.centralbidding.com>.

ST. CHARLES PARISH RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, IN WHOLE OR IN PART, PURSUANT TO THE LAW.

ST. CHARLES PARISH PROCUREMENT OFFICE  
P. O. BOX 302  
HAHNVILLE, LA 70057

BID ADVERTISED:  
ST. CHARLES HERALD GUIDE  
June 12<sup>th</sup>, 19<sup>th</sup> and 26<sup>th</sup>, 2025

**Sheriff's Sale**

**SHERIFF'S SALE**  
**SHERIFF'S OFFICE**  
**Suit No: (45) 95102-C**  
**Date: Thursday, May 15, 2025**  
**WELLS FARGO BANK, N.A.**  
**VS**  
**ZACHARIAH L. VANCEL**  
**GREG CHAMPAGNE, SHERIFF**  
**P.O. Box 426**  
**HAHNVILLE, LA 70057**  
**Parish of St. Charles**  
**29th Judicial District Court**  
**State of Louisiana**

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated:

WEDNESDAY, JANUARY 08, 2025, 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, JULY 16, 2025, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit:

One certain lot of ground, situated in the Parish of St. Charles, State of Louisiana, located in Section 5, Township 12 South, Range 8 East, in or near the Town of Norco, in what is known as Unit No. 2 of Hiland Parle Subdivision, as per plan by E. M. Collier, dated February 2, 1955, and which plan is on file in the office of the Clerk of Court and Ex-Officio Recorder for Parish of St. Charles for reference. According to said map the lot of ground is designated by the Number Six Hundred Eight (608) of Block Band has a width or front on Pine Street of Sixty-Seven and 33/100 (67.331 feet, by a depth of One Hundred Fifty-Five (155) feet between equal r parallel lines, and a width in the rear of Sixty-Seven and 33/100 (67.33) feet.

Another certain lot of ground, situated in the Parish of St. Charles, State of Louisiana, located in Section 5, Township 12 South, Range 8 East, in or near the Town of Norco, in what is known as Unit No. 2 of Hiland Park Subdivision, as per plan by E. M. Collier, dated February 2, 1955, and which plan is on file in the office of the Clerk of Court and Ex-Officio Recorder for Parish of St. Charles for reference. According to said map the lot of ground is designated as ONE-HALF (1/2) OF Lot Six Hundred Ten (610) of Block B, and has a width or front on Pine Street of Thirty-Three and Sixty-Six and One-Half (33.66 1/2) feet by a depth of One Hundred Fifty-Five (155) feet between equal and parallel lines, and a width in the rear of Thirty-Three and Sixty-Six and One-Half (33.66 1/2) feet. The portion of ground is on-half (1/2) of Lot 610 of Block B which lies adjacent to and adjoins Lot 608 of Block B, and according to survey of S. P. Landry, Surveyor, dated October 27, 1956, a copy of which is annexed to an act of purchase passed before Edmond G. Miranne, Notary Public, on December 27, 1956, and said lots are the same designation, location and measurements as above set forth. Block B is bounded by Pine Street, Fifth Street, Block A and Sixth Street, Lot 608 lies nearer to and commences at a distance of 202 feet from the corner of Fifth Street and Pine Street Having a municipal address of 519 Pine Street, Norco, LA 70079.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of:  
**ONE HUNDRED AND SEVENTY-THREE THOUSAND THREE HUNDRED AND SIX AND NINETYFIVE (\$173,306.95) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.

**TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.**  
**PUBLISH ON: June 12, 2025**

**July 10, 2025**  
**GREG CHAMPAGNE-SHERIFF**  
**& EX-OFFICIO TAX COLLECTOR**  
**ST. CHARLES PARISH**  
**ATTORNEY FOR PLAINTIFF:**  
**Penny M. Daigrepoint**  
**3500 N. Causeway Blvd, Suite 116**  
**Metairie, LA 70002**  
**504-732-3600**  
**SCSO-CIV-209-0402**

Public Notice

St. Charles Parish School Board Retreat (Wednesday, June 4, 2025)
Members present: Julie L. Smith, Alex L. Saffrin, Becky Weber, Karen Boudreaux, Ray Gregson, Scott Cody
Members absent: Ellis A. Alexander, Arthur A. Aucoin
Meeting called to order at 8:00 AM
1. Opening Items
1.01 Call to Order
Board President Ray Gregson called the meeting to order.
Motion by S. Cody; second by K. Boudreaux. The board unanimously agreed to enter into an Executive Session, as per L.R.S. 42:16-17.
A discussion was held.
Motion by K. Boudreaux; seconded by S. Cody to return to regular session.
Superintendent Dr. Ken Oertling provided an introduction to the meeting and reviewed the agenda.
Long Range Strategic Action Plan Phase X
Goal A: Student Achievement - To prepare students for success in postsecondary education, careers, and life.
Superintendent Dr. Ken Oertling, Executive Director of Elementary Schools Rebecca Maternow, and Executive Director of Secondary Schools Dr. David Schoenly presented 'Priorities, Objectives, and Literacy Progress by Cohort 2024-25'. Details of growth were discussed and will be shared district-wide with upcoming school-to-school meetings. Details of meeting target growths were also discussed. A review was then presented on Jump Start students earning Basic and/or Advanced Certifications. B. Weber requested a copy of all school success plans. Action Steps were reviewed, including a presentation by Kelsey Hegel, Executive Director of Information Technology, who outlined the proposal, design and timelines for a District STEM Bus and possible sponsorship scheduled for Spring 2026, and discussed potential sponsorship opportunities.
Priority 1: Ensuring kindergarten readiness so students enter school ready to learn
Priority 2: Ensuring each student learns at high levels
Priority 3: Developing strong pathways to college, career, or the workforce
Projected Costs were reviewed.
Goal B: Student Well-being and Belonging - To support the academic, social, emotional, nutritional, and physical health needs of all students in a welcoming learning environment that fosters a sense of well-being and belonging.
Transportation
Kade Rogers, Executive Director of Safety, Athletics, and Ancillary Services, presented to the Board. Items discussed included transportation priorities, Objectives, and Action Steps. A possible incentive program was discussed for community members, bus safety, and additional monitors for longer bus routes.
Priority 1: Provide safe and efficient transportation services.
Priority 2: Provide a safe and well-maintained bus fleet.
Priority 3: Develop strong relationships with all internal stakeholders.
Projected Costs were reviewed.
Child Nutrition
Kade Rogers, Executive Director of Safety, Athletics, and Ancillary Services, presented to the Board. Priorities, Objectives, and Action Steps for Child Nutrition were discussed.
Priority 1: Provide nutritious and appealing meals
Priority 2: Develop effective student engagement nutrition programs
Priority 3: Recruit, train, and retain a skilled workforce
Priority 4: Provide modern kitchen facilities and dining environments
Projected Costs were reviewed.
Student Support
Dr. Tamika Green, Executive Director of Equity and Student Support, presented to the Board. Priorities, Objectives, and Action Steps for Student Support were discussed.
Priority 1: Increase social emotional learning (SEL) competencies within our students by 5%
Priority 2: Increase school counselors' availability and time utilized to provide Tier 1 counseling lessons and Tier II small groups.
Priority 3: Increase the percentage of students enrolls in college the first year after high school who returned for a second year by 3%.
Data to track alumni and stakeholder questionnaire from alumni.
The cost for 7 Mindsets SEL Curriculum is \$200,000.
Student Services
Jerry Smith, Executive Director of Child Welfare and Student Services, presented to the Board. Priorities, Objectives, and Action Steps for Social-Emotional Wellness, Child Welfare & Attendance, Student Health Services, and Social-Emotional Wellness were discussed.
Priority 1: Enhance children's well-being & belonging through comprehensive assessments & behavioral interventions
Priority 2: Implement programs and services that support children academically, socially, emotionally & physically
Additional Costs were reviewed.
Goal C - Diverse, Effective, and Engaged Employees - To employ and develop high-quality staff and provide resources to support employee success.
Teresa Brown, Executive Director of Human Resources, presented to the Board. Priorities, Objectives, and Action Steps for Human Resources were discussed.
Priority 1: Recruit and hire a diverse, qualified, and prepared professional and classified workforce
Priority 2: Develop an effective workforce focused on continuous improvement
Priority 3: Retain a diverse, engaged, and effective workforce
Priority 4: Increase employee health and wellness
Costs were also reviewed.
Teacher retention and retirement rates, and the Teacher Engagement Survey were discussed in detail. The Educator Rising program, partnerships, and tracking data were also discussed.
Goal D: Resource Allocation - To identify and maintain resources in an equitable manner that support and enhance student success and employee growth.
Chief Financial Officer Ronald White and Executive Director of Risk Management and Benefits Darminsha Gales presented to the Board. Priorities, Objectives, and Action Steps Finance & Technology were discussed. Facilitation of the district audit by Timbers was discussed. J. Smith asked that the audit results of health insurance dependents be provide to him.
Finance Priorities
Priority 1: Maintain responsible fiscal stewardship at the District and school levels
Priority 2: Provide competitive employee salaries, consistent with the needs for recruitment and retention, and fiscal prudence
Priority 3: Provide a cost-effective employee benefits package
Priority 4: Maintain a sufficient fund balance to address financial contingencies and uncertainties
Priority 5: Reduce property and workers' compensation insurance costs
Additional costs were also reviewed. Facilitation of the district third party administrator audit by brokers was discussed. J. Smith asked for the audit results of health insurance dependents. Ms. Gales will provide it to him.
Executive Director of Technology Information, Kelsey Hegel, presented to the Board.
Technology
Priority 1: Providing equitable technology resources that enhance student learning and administrative efficiencies.
Priority 2: Protecting District Networks and Data.
Priority 3: Supporting stakeholders with current and future technology endeavors.
Costs, security breach, defense insurance, and their importance were discussed. Also discussed were an AI Task Force pilot (excluding outside members), rental vs. buying a box truck for IT equipment and cash cars. Another suggestion was to add both parents to School Status communication system.
Goal E: Facilities Management - To build and maintain psychologically and physically safe, clean, and supportive learning environments.
Assistant Superintendent of Operations John Rome, Jr., and Executive Director of Safety, Athletics, and Ancillary Services, Kade Rogers, presented to the Board.
Facilities
Priority 1: Design and maintain facilities to support student and employee success.
Priority 2: Develop and implement standards and processes for effective and efficient operations.
Discussions were held on additional costs, PMX work orders, kilowatt consumption, stakeholder survey responses and comment sections, 2023 bond issue projects, refunds for green initiatives, enrollment assessments, ribbon-cutting ceremonies, ABC's booklet, and LeanFrog recommendations.
Safety
Priority 1: Identify and implement proactive and responsible processes and practices to enhance the safety of students and employees.
Emergency platform, safety drills, the Resource Officer program, recognition, Electronic Safe Schools alerts, electronic access pilot, BARK monitoring, and costs were discussed.
Athletics
Priority 1: Identify and implement proactive and responsible processes and practices to enhance athletic programs for students and employees.
Coach evaluations, bowling teams, Student Athletic Advisory Council, mentor program for coaches, and costs were discussed.
Goal F: Stakeholder Investment - To promote and develop meaningful engagement between students, families, businesses, the community, and the school system.
Regina McMillan, Executive Director of Public Information, and Dr. Tamika Green, Executive Director of Equity and Student Support, presented to the Board.
Priority 1: Increase and vary communication with stakeholders
Priority 2: Increase educational access and opportunity within the community
Priority 3: Enhance the English Language Learner (ELL) Program
Website and social media following, parent and student stakeholder surveys, Upbeat survey, Title I district events, ELL parent surveys, increased communication for stakeholders and school activities, tracking students after graduation and costs were discussed. To improve educational access for the community, Family Resource Centers will be restructured. Additionally, a baby/toddler outreach program, the Learn with Us Bus, swimmer playgroups, and an English Language (EL) program were discussed.
Motion by K. Boudreaux; seconded by B. Weber to adjourn.
THURSDAY, JUNE 5, 2025
Board President Ray Gregson called the meeting to order.
The Superintendent provided an introduction to the meeting and a review of the agenda.
Pre-K Expansion Plan
Director of Early Childhood Education Nicole Weber presented to the Board. She reviewed the purpose and initiatives taken and explained the eligibility and process for Head Start and Pre-K. Standards and guidelines are based on the Federal Head Start program, not our district, and are subject to audits. With the proposed expansion, our district would be able to provide care for more 3 and 4-year-old students for the 2026-27 school year. All explanations, changes, and updates will be communicated to parents and the community in a clear and timely manner. A public relations campaign was suggested to provide the public with detailed information. A future pre-K facility was also mentioned and discussed. Next Steps will be forthcoming.
Dr. Rodney Lafon Performing Arts Center
Mr. Ned Moore, Director of the Lafon Performing Arts Center, provided an update to the Board. Discussions were held on the 2024-2025 Season Recap, 2025-2026 Season Overview, Strategic Marketing Plan, revivals, partnerships with our students and community, and calendar coordination of all events. The theme for next season will be called "Arts as a Bridge," and was explained in detail. A marketing program was introduced, and the Board requested an end revenue expectation and rental savings from our own events.
SCPS Audio and Lighting Infrastructure Audit
Mr. Mitch Coerzy, Technical Director of the Lafon Arts Center, presented to the Board. The objective, background, rationale, and recommendations were discussed based on a detailed site-by-site audit. A three-phase rollout plan was reviewed, and the Board requested that FCC regulations be met immediately. Cost breakdown, summary, and timelines were reviewed. This item will be brought to the Board for approval in the Spring of 2026.
PPS LeanFrog Reorganization Plan - Modifications Recommendation
Assistant Superintendent of Operations, John Rome, Jr., presented to the Board. Discussions were held on grounds maintenance, custodial & field staff formulas, and HVAC technicians. Next steps and costs on each were addressed. A LeanFrog modification for groundskeeping was discussed and approved.
Electric Buses
Kade Rogers, Executive Director of Safety, Athletics, and Ancillary Services, presented to the Board. Discussions were held on comparisons and costs of a Diesel Bus, an Electric Bus, and a Propane Bus. J. Smith asked that this item be disregarded due to the cost and tariffs in place.
Fee and Fundraising Update
Chief Financial Officer Ronald White presented to the Board. Discussions were held on the proposal for funding school-level programs, School Fees, and Fundraisers, and were approved by the Board. Consumables and a formula for district support will be forthcoming. All changes will be clearly communicated to students and families.
The Superintendent commended the Executive Team for preparing the presentations over the past two days.
Motion by K. Boudreaux; seconded by B. Weber and unanimously agreed to enter Executive Session per L.R.S. 42:16-17.
Superintendent's Evaluation was discussed.
Motion by B. Weber; second by K. Boudreaux to return to regular session and adjourn.
Publish on: June 12, 2025

Your Community, Your News



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