



# St. Charles Parish

## Meeting Agenda

### Parish Council

**Council Chairman Bob Fisher**  
**Councilmembers Beth A. Billings, Holly Fonseca,**  
**La Sandra Darenbourg Gordon, Mary K. Clulee, Dick Gibbs,**  
**Nicky Dufrene, Marilyn B. Bellock, Julia Fisher-Cormier**

St. Charles Parish Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
www.stcharlesparish.gov

Monday, June 6, 2022

6:00 PM

Council Chambers, Courthouse

Final

### CALL TO ORDER

### PRAYER / PLEDGE

*Deacon Donnie Hills*  
*First Baptist Church of Paradis*

### APPROVAL OF MINUTES

*Regular Meeting – May 16, 2022*

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

- 1     [2022-0157](#)     Proclamation: United Way of St. Charles 5K Bridge Run Day in St. Charles Parish  
**Sponsors:**     Ms. Fisher-Cormier  
**Attachments:**   [2022-0157 Bridge Run.pdf](#)
  
- 2     [2022-0158](#)     Proclamation: “Juneteenth Day of Observance in St. Charles Parish”  
**Sponsors:**     Ms. Darenbourg Gordon and Ms. Bellock  
**Attachments:**   [2022-0158 Juneteenth](#)
  
- 3     [2022-0151](#)     A resolution authorizing the application to the Louisiana Department of Environmental Quality by the Parish of St. Charles, State of Louisiana.  
**Sponsors:**     Mr. Jewell and Bond Counsel  
**Attachments:**   [2022-0151 certificate](#)

### REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

- [2022-0152](#)     Communications District (911)  
**Attachments:**   [2022-0152 communications district - 2022 Updated Presentation for Parish Cou](#)

[2022-0153](#) Parish President Remarks/Report

**Sponsors:** Mr. Jewell

## ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

**Monday, June 20, 2022, 6:00 pm, Council Chambers, Courthouse, Hahnville**

- 5 [2022-0154](#) An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to R-1A(M) on Lot 8, Square 10, Village of Hahnville, 220 Hahn Street, Hahnville, as requested by Jonte Knight.

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

**Attachments:** [2022-0154 RECOMMENDATIONS AT A GLANCE](#)

[2022-0154 Minutes for 2022-6-R](#)

[2022-0154 LUR\\_2022-6-R](#)

[2022-0154 Survey](#)

[2022-0154 AERIAL](#)

[2022-0154 ZONING](#)

[2022-0154 FLUM](#)

[2022-0154 Application page1](#)

**Legislative History**

3/18/22	Department of Planning & Zoning	Received/Assigned PH
5/12/22	Department of Planning & Zoning	Recommended Denial to the Planning Commission
5/12/22	Planning Commission	Recommended Denial to the Parish Council

- 16 [2022-0155](#) An ordinance approving and authorizing the execution of Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for, Heather Oaks Subdivision - Luling, Phase 2 (Project No. P180807) in the amount not to exceed \$35,000.00.

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

**Attachments:** [2022-0155 Contract for Alpha Heather Oaks 2](#)

[2022-0155 Corporate Resolution](#)

- 30 [2022-0168](#) An ordinance approving and authorizing the execution of Change Order No. 1 for the West Bank Yard Building, Project No. P190401, to decrease the contract amount by \$4,792.02.

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

**Attachments:** [2022-0168 Final Change Order](#)

- 49 [2022-0169](#) An ordinance approving and authorizing the execution of a Professional Services Agreement with Terracon Consultants, Inc., to perform engineering services for Roadway Boring - 2022 (Project No. P220502) in the amount not to exceed \$85,000.00.

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

**Attachments:** [2022-0169 Roadway Boring Professional Services Contract Terracon](#)  
[2022-0169 Roadway Boring Corporate Acknowledgement of Authority](#)

- 64 [2022-0170](#) An ordinance approving and authorizing the execution of a Professional Services Agreement with Hartman Engineering, Inc., to perform engineering services for Lemoine Lane, Hirsch Street and St. Mark Street Drainage Improvements Project (Project No. P220201), in the amount not to exceed \$194,931.00.

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

**Attachments:** [2022-0170 Lemoine Lane CORRECTED P220201 - Ama Ditch- MDP Improver](#)  
[2022-0170 Lemoine Lane 2022 HEI Rate Schedule C-1](#)  
[2022-0170 Lemoine Lane 2022 HEI Corporate Resolution](#)

- 104 [2022-0171](#) An ordinance approving and authorizing the execution of a Professional Services Agreement with Hartman Engineering, Inc., to perform engineering services for U.P. Railroad Drainage Ditch & Outfall Improvements Project (Project No. P220205), in the amount not to exceed \$194,931.00.

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

**Attachments:** [2022-0171 UP Railroad CORRECTED P220205 - Ama UP MDP Improvements](#)  
[2022-0171 UP Railroad 2022 HEI Rate Schedule C-1](#)  
[2022-0171 UP Railroad 2022 HEI Corporate Resolution](#)

- 144 [2022-0172](#) An ordinance approving and authorizing the execution of a Professional Services Agreement with Linfield, Hunter & Junius, Inc., to perform engineering services for the New Sarpy Pump Station Improvements Project (Project No. P220203), in the lump sum amount of \$113,215.00.

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

**Attachments:** [2022-0172 New Sarpy CORRECTED P220203 - New Sarpy Professional Servic](#)  
[2022-0172 New Sarpy P220203 - New Sarpy - Rate Sheet \(C-1\) & Corporate R](#)

- 184 [2022-0173](#) An ordinance approving and authorizing the execution of a Professional Services Agreement with Volkert, Inc., to perform planning services for the Engineers Canal Pump Station Improvements Project (Project No. P220206), in the lump sum amount of \$57,266.00.

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

**Attachments:** [2022-0173 Engineers Canal CORRECTED P220206 - Engineers Canal Profess](#)  
[2022-0173 Engineers Canal P220206 - Engineers Canal - 2020 rate sheet \(C-1'](#)  
[2022-0173 Engineers Canal 2021.06.23 WEST GULF Corp. Secretary's Certific](#)

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

- 225 [2022-0143](#) An ordinance approving and authorizing the execution of a contract with Del-Con, LLC, for the St. Charles Parish Parks and Recreation IMTT Redesign project in the amount of \$223,940.00.

**Sponsors:** Mr. Jewell and Department of Parks and Recreation

**Attachments:** [2022-0143 contract IMTT Park](#)  
[2022-0143 Notice of Intent to Award IMTT Park](#)  
[Admin contract IMTT Park Renovation 2021](#)

### **Legislative History**

5/16/22	Parish President	Introduced
5/16/22	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 235 [2022-0150](#) An ordinance approving and authorizing the execution of Amendment No. 8 to Ordinance No. 08-10-6, which approved the execution of a Professional Services Agreement with MB3 Inc. d/b/a Civix, formerly GCR, Inc. and GCR & Associates, Inc., for right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee (Parish Project No. 080905-1D).

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

**Attachments:** [2022-0150 Civix Amendment No. 8 Reviewed.pdf](#)  
[2022-0150 EXECUTED MB3 Executive Committee Signature Authority 10-11-21](#)

### **Legislative History**

5/16/22	Parish President	Introduced
5/16/22	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

**RESOLUTIONS**

- 243** [2022-0165](#) A resolution to approve and authorize the execution of a Cooperative Endeavor Agreement between the Louisiana Department of the Treasury and the State of Louisiana, and St. Charles Parish regarding the allocation of \$260,000.00 to be utilized for drainage improvements.

**Sponsors:** Mr. Jewell, Grants Office and Department of Public Works

**Attachments:** [2022-0165 CEA - St. Charles Parish \(260K\)](#)

- 266** [2022-0167](#) A resolution to approve and authorize the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority and St. Charles Parish regarding the construction of the Des Allemands Boat Launch (BA-0237) project.

**Sponsors:** Mr. Jewell and Grants Office

**Attachments:** [2022-0167 INTERGOVERNMENTAL AGREEMENT.DES ALLEMANS BOAT I](#)

**APPOINTMENTS**

- 292** [2022-0120](#) A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District VII Representative.

*Council Chairman will accept nomination from the District VII Councilmember to the Planning & Zoning Commission to fill the vacancy caused by the expiration of the term of Mr. Scott M. Galliano. Four (4) year term to begin immediately and expire May 31, 2026. [Deferred from the May 16, 2022 Parish Council Meeting]*

**Legislative History**

6/4/18	Parish Council	Enacted Legislation
	Mr. Scott M. Galliano appointed to the St. Charles Parish Planning & Zoning Commission as the District VII Representative on June 4, 2018, per Resolution No. 6347	
	Term: Immediately (June 4, 2018) - May 31, 2022	
4/18/22	Parish Council	Vacancy Announced
5/2/22	Parish Council	Deferred
	Chairman Fisher stated that File No. 2022-0120 will be deferred to the May 16, 2022 council meeting.	
5/16/22	Parish Council	Deferred
	Councilwoman Fisher-Cormier requested File No. 2022-0120 be deferred. Chairman Fisher stated that File No. 2022-0120 will be deferred to the June 6, 2022 council meeting.	

- 293** [2022-0159](#) Accept resignation of Bishop Otis Kenner - Regional Planning Commission

**Attachments:** [2022-0159 Regional PC email.pdf](#)

[2022-0159 Bishop Kenner ltr.pdf](#)

**Legislative History**

1/8/18	Parish Council	Enacted Legislation
	Bishop Otis Kenner appointed to the Regional Planning Commission on January 8, 2018, per Resolution No. 6325 Term: Immediately (January 8, 2018) - January 8, 2023	
8/16/20	Board Member	Resigned
	The council office did not receive an official resignation from Bishop Kenner. On August 14, 2020, the council office received an email from Jeffrey W. Roesel, Executive Director, Regional Planning Commission, stating Bishop Kenner will be stepping down as a member.	
4/28/22	Council Secretary	Correspondence Sent
	to Bishop Otis Kenner via certified mail stating the council office has been notified that you wish to resign as a member of the Regional Planning Commission as of August 2020. The council office has not received your written resignation to date; therefore, please let this correspondence serve as confirmation of your resignation.	

[2022-0160](#)

A resolution to appoint a member to the Regional Planning Commission.

*On Monday, June 20, 2022, the Council Chairman will accept nominations to the Regional Planning Commission to fill the vacancy caused by the resignation of Bishop Otis Kenner in accordance with Ordinance No. 16-12-4. The Board shall be comprised of five (5) members; the Parish President, two (2) members of the St. Charles Parish Council, and one (1) member who must not otherwise hold elected or appointed office in the Parish of St. Charles to be appointed by the Parish Council and approved by the Parish President; term concurrent with the Governing Authority. Unexpired term to begin immediately and expire January 8, 2023.*

**Legislative History**

1/8/18	Parish Council	Enacted Legislation
	Bishop Otis Kenner appointed to the Regional Planning Commission on January 8, 2018, per Resolution No. 6325 Term: Immediately (January 8, 2018) - January 9, 2023	

294 [2022-0161](#)

A resolution to appoint an Ad-Hoc member, with a health professional background, to the Board of Directors for the Arc of St. Charles.

**Attachments:**

[2022-0161 Letter from ARC of St. Charles BOD #2.pdf](#)

*Council Chairman will accept nominations to the Board of Directors of the Arc of St. Charles, Ad Hoc member with a health professional background to fill the vacancy caused by the expiration of the term of Dr. Jeffrey S. Kuo, M.D.. Two (2) year term to begin July 1, 2022 and expire June 30, 2024. [Dr. Kuo has served two consecutive terms and cannot be re-appointed according to Arc of St. Charles By-Laws; however, on May 5, 2022 the Arc Board Members approved for any 2021-2022 Board Members whose term of office is due to expire June 30, 2022 be extended for up to one, additional two (2) year term.]*

**Legislative History**

7/27/20	Parish Council	Enacted Legislation
	Dr. Jeffrey S. Kuo, M.D. appointed to the Board of Directors of the Arc of St. Charles, Ad-Hoc member with a health professional background, on July 27, 2020, per Resolution No. 6508 Term: Immediately (July 27, 2020) - June 30, 2022	

5/5/22 Parish Council Correspondence Received  
from Mr. Dale Seal, Secretary, Arc of St. Charles Board of Directors, the Board approved a motion by all of the voting Arc Board Members present at the May 3, 2022 meeting, regarding Dr. Jeffrey Kuo, whose term of office is due to expire June 30, 2022, term has been extended for up to one additional two (2) year term, beginning July 1, 2022 through June 30, 2024.

- 296 [2022-0162](#) A resolution to appoint a member to the St. Charles Parish Communications District representing Emergency Medical Services as requested by the Hospital Service District No. 1, Parish of St. Charles, Board of Commissioners.

**Attachments:** [2022-0162 Hospital letter.pdf](#)

*Council will confirm nomination of Mr. Huey Marcel by the Hospital Service District No. 1, Parish of St. Charles, Board of Commissioners, representing Emergency Medical Services to the St. Charles Parish Communications District to fill the vacancy caused by the expiration of the term of Mr. Michael Guillot. Four (4) year term to begin August 19, 2022 and expire August 19, 2026.*

**Legislative History**

5/6/19 Parish Council Enacted Legislation  
Mr. Michael Guillot appointed to the St. Charles Parish Communications District as the Emergency Medical Services Representative on May 6, 2019, per Resolution No. 6408  
Term: Immediately (May 6, 2019) - August 19, 2022

5/6/22 Council Secretary Correspondence Sent  
to the Chairman of the Hospital Service District requesting to submit in writing the name of the person they would like to appoint or reappoint to the St. Charles Parish Communications District due to the term of Mr. Michael Guillot expiring on August 19, 2022.

5/25/22 Parish Council Correspondence Received  
from Chief Executive Officer/Secretary Keith Dacus advising that Mr. Huey Marcel will be representing the Emergency Medical Services on the St. Charles Parish Communications District Board of Commissioners, replacing Mr. Michael Guillot whose term expires August 19, 2022.

- 298 [2022-0163](#) A resolution to appoint a member to the St. Charles Parish Communications District representing the St. Charles Parish President's Office.

**Attachments:** [2022-0163 appointment letter PP-911 .pdf](#)

*Council will confirm nomination of Mr. Armond Bourque by the Parish President to the St. Charles Parish Communications District to fill the vacancy caused by the expiration of the term of Mr. Armond Bourque. Four (4) year term to begin August 19, 2022 and expire August 19, 2026.*

**Legislative History**

11/2/20 Parish Council Enacted Legislation  
Mr. Armond Bourque appointed to the St. Charles Parish Communications District as the Parish President's Representative on November 2, 2020, per Resolution No. 6520  
Term: Immediately (November 2, 2020) - August 19, 2022

5/6/22 Council Secretary Correspondence Sent  
to Parish President Matthew Jewell requesting that he submit in writing the name of the person he would like to appoint or reappoint to the St. Charles Parish Communications District due to the term of Mr. Armond Bourque expiring on August 19, 2022.

5/19/22 Council Secretary Correspondence Received  
from Parish President Matthew Jewell to Ms. Ravenel Mixon, Director of Communications, advising that Mr. Armond Bourque will be representing the Parish President's Office

[2022-0164](#)

A resolution to appoint a member to the St. Charles Parish Communications District representing the St. Charles Parish Council.

*On Monday, June 20, 2022, the Council Chairman will accept nominations to the St. Charles Parish Communications District to fill the vacancy created by the expiration of the term of Mr. Thomas Barreca, Jr. Four (4) year term to begin August 19, 2022 and expire August 19, 2026.*

**Legislative History**

8/6/18 Parish Council Enacted Legislation  
Mr. Thomas Barreca, Jr. appointed to the St. Charles Parish Communications District on August 6, 2018, per Resolution No. 6360  
Term: August 19, 2018 - August 19, 2022

**MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.****MEETINGS**

*COMMUNICATIONS DISTRICT (911): Monday, 6/13/22, 5PM, Council Chambers  
BOARD OF ADJUSTMENT (ZBA): Thursday, 6/16/22, 6PM, Council Chambers  
PONTCHARTRAIN LEVEE DISTRICT: Monday, 6/20/22, 6PM, Pontchartrain Levee District Headquarters Complex, 2069 Railroad Avenue, Litcher  
ST. CHARLES PARISH COUNCIL: Monday, 6/20/22, 6PM, Council Chambers*

**ANNOUNCEMENTS**

*PARISH HOLIDAY: Friday, 6/17/22 – Juneteenth*

**SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL**

**300** [2022-0149](#) A resolution appointing an Official Journal to serve the Parish Council of St. Charles Parish for the period June 2022 through June 2023.

**Attachments:** [2022-0149 for Agenda Official Journal Selection Process.2022](#)  
[RS 43 141 - 43 149 Official Journal](#)

**Legislative History**

5/16/22 Parish Council Authorized  
5/16/22 Parish Council Authorized



308 [2022-0166](#) Calendar of Official Action for the 2023 Budget: Set Public Hearing Dates

Sponsors: Mr. Jewell and Department of Finance

Attachments: [2022-0166 CALENDAR OF OFFICIAL ACTION FOR 2023 BUDGET](#)

### Accommodations for Disabled

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.



# St. Charles Parish

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15045 Highway 18  
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Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

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**File #:** 2022-0157    **Version:** 1    **Name:** Proclamation: United Way of St. Charles 5K Bridge Run Day in St. Charles Parish

**Type:** Proclamation    **Status:** Special Business

**File created:** 6/6/2022    **In control:** Parish Council

**On agenda:** 6/6/2022    **Final action:**

**Enactment date:**    **Yes**

**Title:** Proclamation: United Way of St. Charles 5K Bridge Run Day in St. Charles Parish

**Sponsors:** Julia Fisher-Cormier

**Indexes:**

**Code sections:**

**Attachments:** [2022-0157 Bridge Run.pdf](#)

Date	Ver.	Action By	Action	Result
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## PROCLAMATION

**WHEREAS**, on Saturday, June 11, 2022, United Way of St. Charles 5K Bridge Run, presented by Shell Norco Manufacturing Complex, co-presented by Valero St. Charles Refinery, will be held to benefit United Way of St. Charles; and,

**WHEREAS**, United Way of St. Charles provides funding to thirty agencies and programs that provide a wide range of health and human services in St. Charles Parish; and,

**WHEREAS**, these services include promoting health, wellness and independence, strengthening the community and supporting families, assisting with basic and emergency needs, and helping kids succeed; and,

**WHEREAS**, United Way's value in the community goes far beyond dollars raised by building coalitions that produce collaborative and creative solutions to pressing community problems; and,

**WHEREAS**, the Parish President and the members of the Parish Council wish to join in and lend their support for this most worthy cause.

**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM SATURDAY, JUNE 11, 2022, AS**

### UNITED WAY OF ST. CHARLES

### 5K BRIDGE RUN DAY

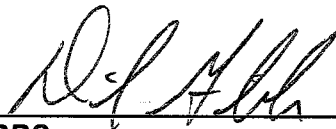
IN

### ST. CHARLES PARISH

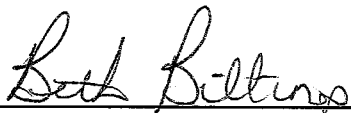
**BE IT FURTHER RESOLVED, THAT THE CITIZENS OF ST. CHARLES PARISH ARE HEREBY URGED TO ACCEPT THE CHALLENGE AND BE A PART OF THIS UNIQUE EVENT.**



**MATTHEW JEWELL**  
PARISH PRESIDENT



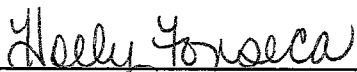
**DICK GIBBS**  
COUNCILMAN, DISTRICT III



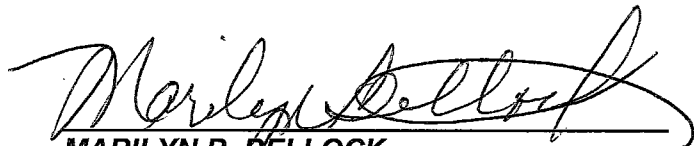
**BETH A. BILLINGS**  
COUNCILWOMAN AT LARGE, DIV. A



**NICKY DUFRENE**  
COUNCILMAN, DISTRICT IV



**HOLLY FONSECA**  
COUNCILWOMAN AT LARGE, DIV. B



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



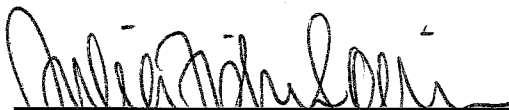
**LA SANDRA DARENSBOURG GORDON**  
COUNCILWOMAN, DISTRICT I



**BOB FISHER**  
COUNCILMAN, DISTRICT VI



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



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



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## Legislation Details

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**File #:** 2022-0158    **Version:** 1    **Name:** Proclamation: "Juneteenth Day of Observance in St. Charles Parish"  
**Type:** Proclamation    **Status:** Special Business  
**File created:** 6/6/2022    **In control:** Parish Council  
**On agenda:** 6/6/2022    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Proclamation: "Juneteenth Day of Observance in St. Charles Parish"  
**Sponsors:** La Sandra Darensbourg Gordon, Marilyn B. Bellock  
**Indexes:**  
**Code sections:**  
**Attachments:** [2022-0158 Juneteenth](#)

Date	Ver.	Action By	Action	Result
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# PROCLAMATION

**WHEREAS,** on January 1, 1863, the Emancipation Proclamation was signed by President Abraham Lincoln. It took several years, and the end of the civil war for the Emancipation Proclamation to become a reality for hundreds of thousands of enslaved African Americans; and,

**WHEREAS,** on June 19, 1865, two and a half years after the Emancipation Proclamation became official, Major-General Gordon Granger, along with more than 1,800 federal troops, arrived in Galveston, Texas, to take control of the state and ensure freedom for the last remaining slaves in the area; and,

**WHEREAS,** the newly freed African Americans rejoiced by praying, dancing, and gathering for community feasts. Those gatherings recurred each year, commemorating what became known as Freedom Day; also known as Jubilee Day, Liberation Day, Emancipation Day, and Juneteenth; and,

**WHEREAS,** Juneteenth has always been both a day of remembrance and an opportunity for African Americans to honor their history and celebrate their culture. It is a time for reflection and rejoicing, for assessment, self-improvement, and planning the future; and,

**WHEREAS,** in cities across the country people of all races, nationalities, and religions are joining hands to truthfully acknowledge a period in our history that shaped and continues to influence our society today.

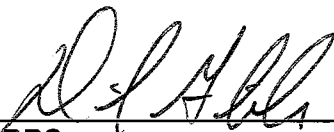
**NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM JUNE 19, 2022, AS**

## "JUNETEENTH DAY OF OBSERVANCE IN ST. CHARLES PARISH"

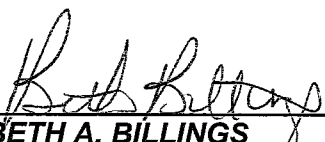
**AND INVITE ALL CITIZENS TO JOIN IN THE FESTIVITIES ON SUNDAY, JUNE 19, 2022, AT THE WEST BANK BRIDGE PARK, FROM 1 PM TO 5 PM.**



**MATTHEW JEWELL  
PARISH PRESIDENT**



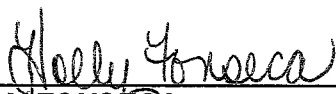
**DICK GIBBS  
COUNCILMAN, DISTRICT III**



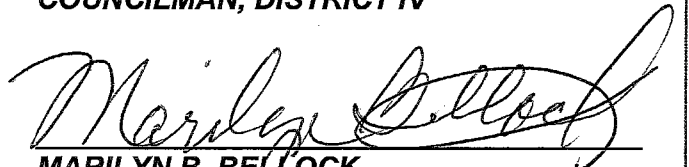
**BETH A. BILLINGS  
COUNCILWOMAN AT LARGE, DIV. A**



**NICKY DUFRENE  
COUNCILMAN, DISTRICT IV**



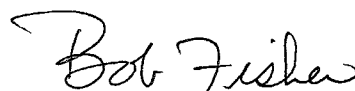
**HOLLY FONSECA  
COUNCILWOMAN AT LARGE, DIV. B**



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



**LA SANDRA DARENSBOURG GORDON  
COUNCILWOMAN, DISTRICT I**



**BOB FISHER  
COUNCILMAN, DISTRICT VI**



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



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



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## Legislation Details

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**File #:** 2022-0151    **Version:** 1    **Name:** Authorize application to the Louisiana DEQ by the Parish of St. Charles  
**Type:** Resolution    **Status:** In Council - Resolutions  
**File created:** 6/6/2022    **In control:** Parish Council  
**On agenda:** 6/6/2022    **Final action:**  
**Enactment date:**    **Yes**

**Title:** A resolution authorizing the application to the Louisiana Department of Environmental Quality by the Parish of St. Charles, State of Louisiana.

**Sponsors:** Matthew Jewell, Bond Counsel

**Indexes:**

**Code sections:**

**Attachments:** [2022-0151 certificate](#)

Date	Ver.	Action By	Action	Result
6/6/2022	1	Parish President	Introduced	

STATE OF LOUISIANA

PARISH OF ST. CHARLES

I, the undersigned Council Secretary of the St. Charles Parish Council, do hereby certify that the foregoing pages constitute a true and correct copy of proceedings adopted by said Parish Council on June 6, 2022, authorizing the application to the Louisiana Department of Environmental Quality by the Parish of St. Charles, State of Louisiana.

IN FAITH WHEREOF, witness my official signature on this, the 6<sup>th</sup> day of June, 2022.

---

Council Secretary



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

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**File #:** 2022-0152    **Version:** 1    **Name:** Communications District (911)  
**Type:** Report    **Status:** In Council - Reports  
**File created:** 6/6/2022    **In control:** Parish Council  
**On agenda:** 6/6/2022    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Communications District (911)  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2022-0152 communications district - 2022 Updated Presentation for Parish Council](#)

Date	Ver.	Action By	Action	Result
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***St. Charles Parish***  
***9-1-1 Communications District***  
***Parish Council***  
***Presentation***

June 6, 2022



# *Topics of report*

- ◆ Center Operations
- ◆ Center Staff
- ◆ Statistical Data
- ◆ Equipment and Technology
- ◆ Training
- ◆ 9-1-1 Building Expansion

## ***St. Charles Parish 9-1-1 Board of Commissioners***

- ◇ Major (Ret.) Sam M. Zinna, President – Sheriff’s Office representative
- ◇ Chief (Ret.) Tommy Barreca, Vice President – Council representative
- ◇ Captain Johnny Bourgeois, Secretary/Treasurer – Firemen’s Association representative
- ◇ Major Donnie Smith– Sheriff’s Office representative
- ◇ Mr. Armond Bourque– St. Charles Parish President representative
- ◇ EMS Director Michael Guillot – St. Charles Hospital representative
- ◇ Chief Oliver Dufrene – Firemen’s Association representative

# *Communications Center Daily Operations*

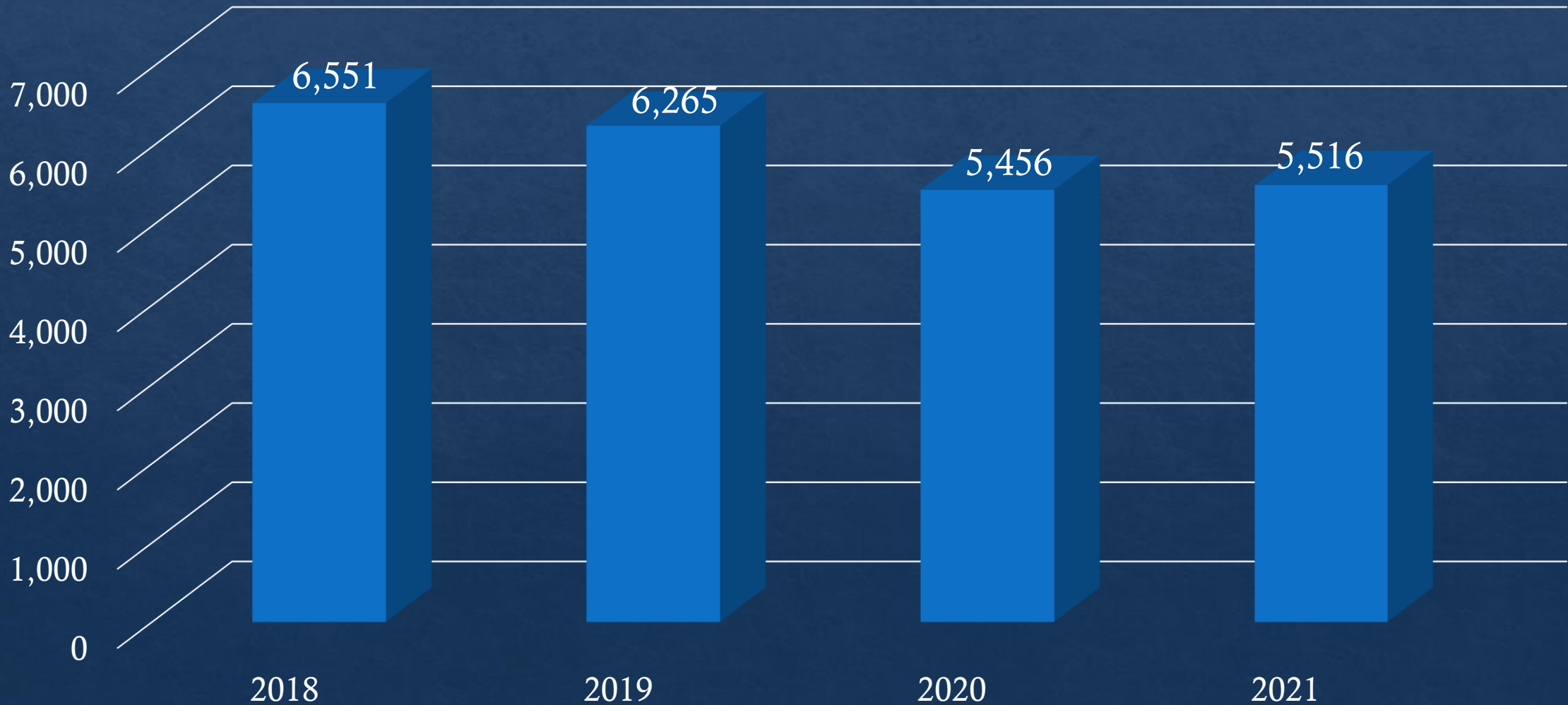
- Daily operations of the 9-1-1 system is the responsibility of the Sheriff.
- 9-1-1 Board of Commissioners oversees the administrative aspect of the system.

# *Communications Center Staff*

- ◇ 9-1-1 Director
- ◇ 9-1-1 Assistant Director
- ◇ Communications Administrative Secretary
- ◇ Training Manager
- ◇ Quality Assurance Manager
- ◇ Information Technology Technician
- ◇ Terminal Agency Coordinator
- ◇ 4 Communications Shift Managers
- ◇ 4 Communications Assistant Shift Managers
- ◇ 7 Communication Specialists

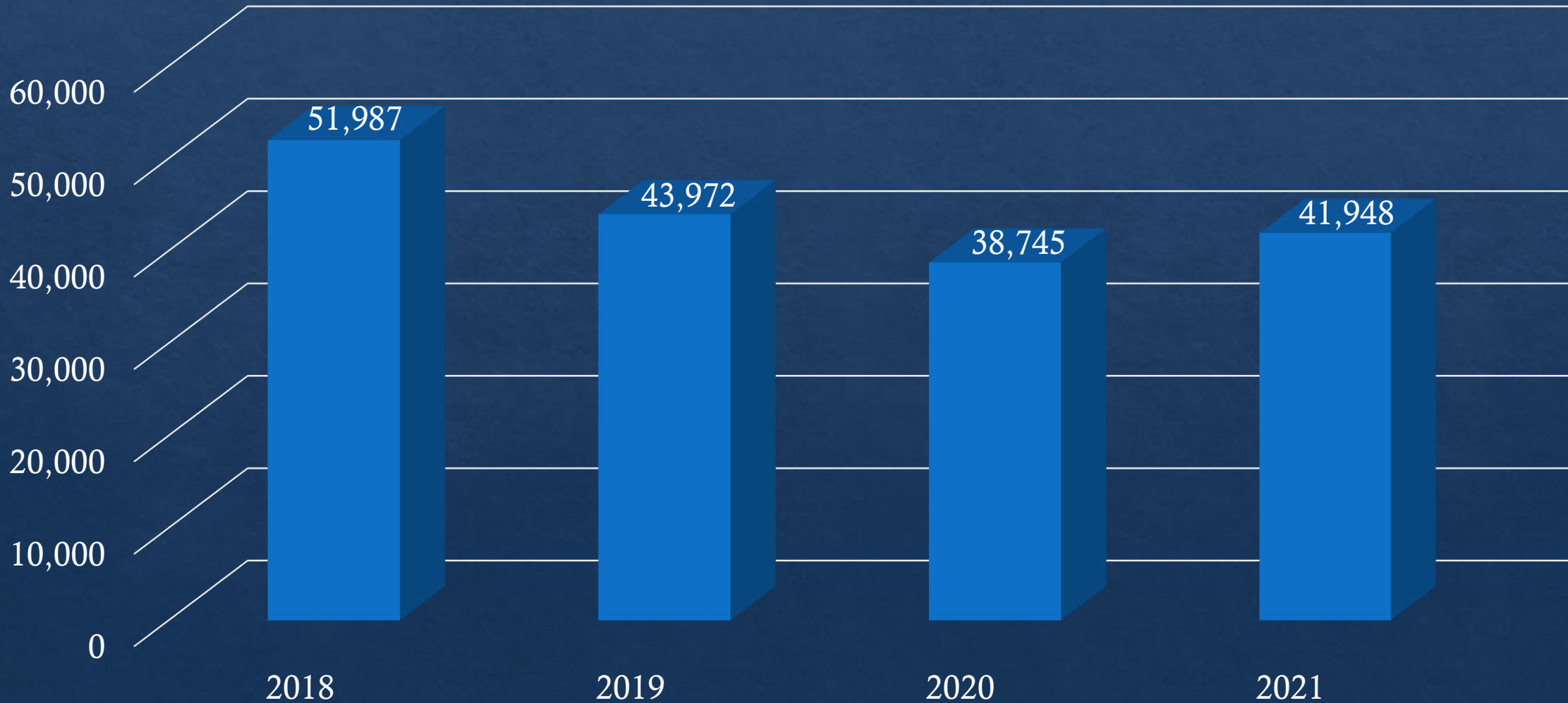
# *Emergency Medical Services*

## *CALLS FOR SERVICE TOTAL BY YEAR*



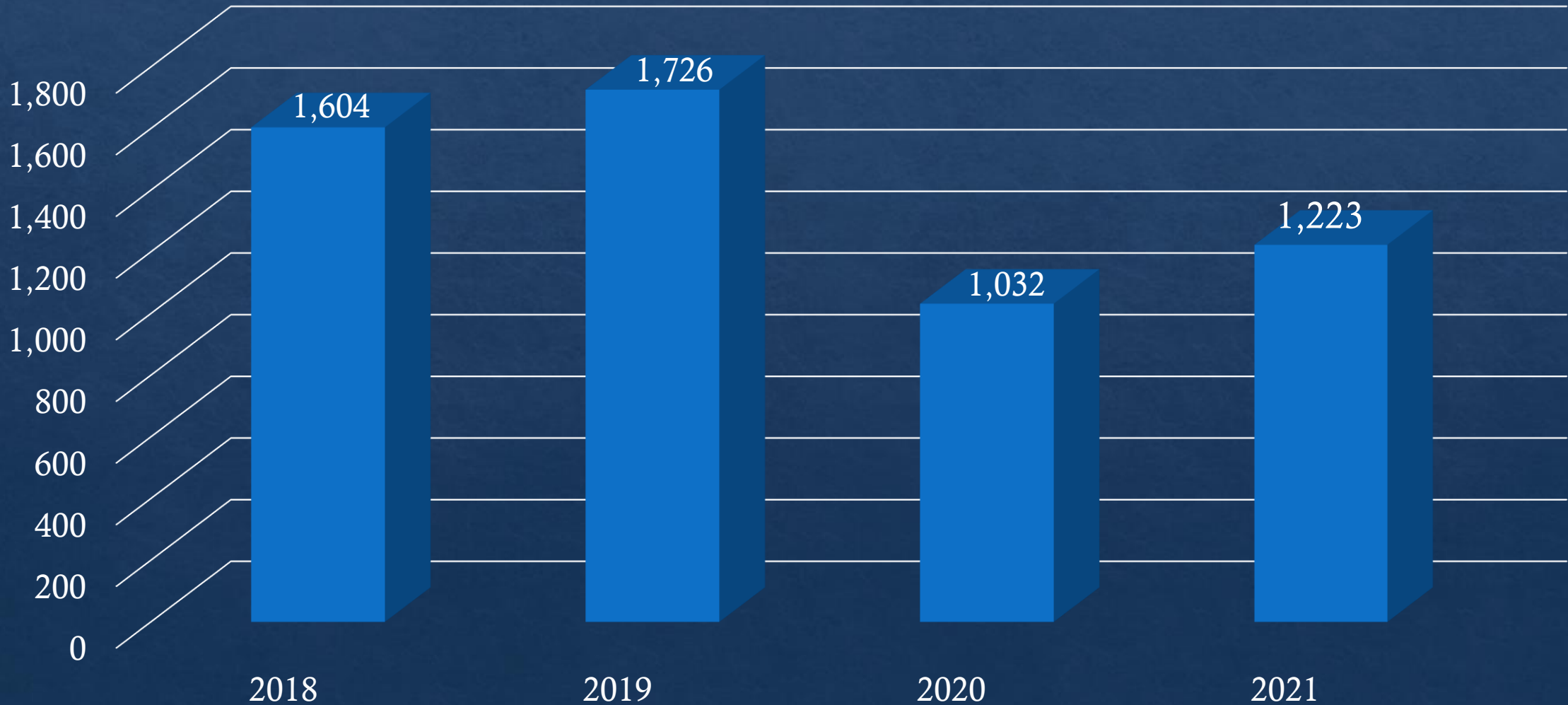
# *St. Charles Sheriff's Office*

## *CALLS FOR SERVICE TOTAL BY YEAR*



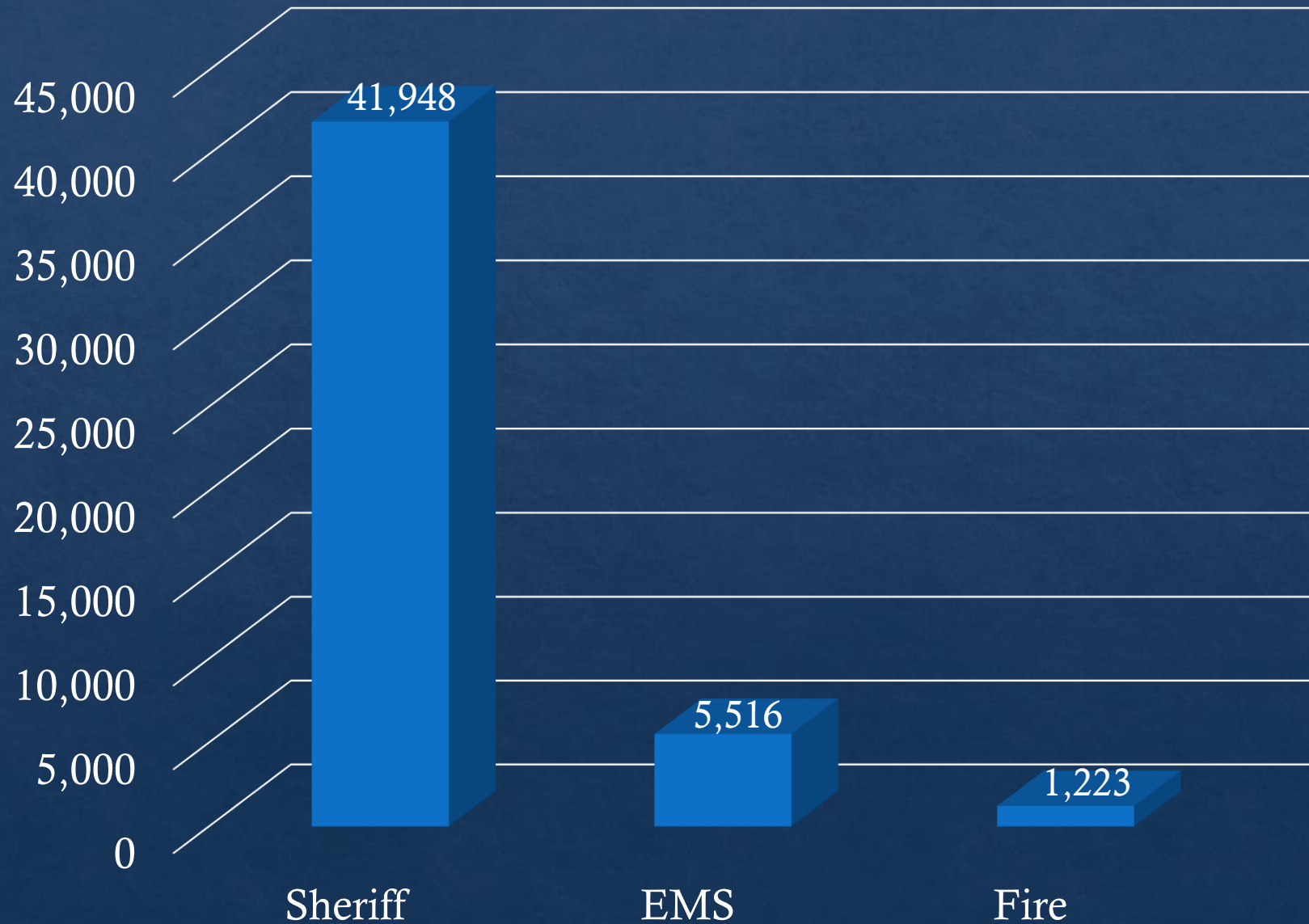
# *St. Charles Parish Fire Services*

## *CALLS FOR SERVICE TOTAL BY YEAR*





# *Emergency Calls for service 2021*



# *Equipment and technology*

- ◆ ProQA Emergency Medical Dispatch, Emergency Fire Dispatch, and Emergency Police Dispatch Software will be upgraded to latest versions
- ◆ Aqua Quality Improvement Software upgraded to latest version
- ◆ NG Capture 9-1-1 software and systems upgrade to the Higher Ground Telephone/Radio Recording System
- ◆ Leasing a 100Kw standby generator for the 9-1-1 center for the 2022 Hurricane Season
- ◆ Planning to install a permanent 100Kw redundant generator for the 9-1-1 center

# *9-1-1 Communications Center Training 2021*

- ◇ 9-1-1 Nightmares
- ◇ 9-1-1 on DVD Volume 1
- ◇ APCO Public Safety Telecommunicator I
- ◇ APCO Public Safety Telecommunicator Instructor
- ◇ Call Taker Training
- ◇ CIT for Dispatchers
- ◇ CJIS Security & Awareness
- ◇ CPR/First Aid Training

# *9-1-1 Communications Center Training 2021 Continued*

- ◇ Ethics Training for Public Servants
- ◇ Gordon Graham 9-1-1 on DVD (4 Disk Set)
- ◇ Hazmat/ERG Overview
- ◇ Institute for Credible Leadership Development
- ◇ International Academies of Emergency Dispatch EFD
- ◇ International Academies of Emergency Dispatch EMD
- ◇ International Academies of Emergency Dispatch EPD
- ◇ International Academies of Emergency Dispatch EPD-Q
- ◇ International Academies of Emergency Dispatch ProQA

# ***9-1-1 Communications Center Training 2021 Continued***

- ◇ NCIC System Security Training
- ◇ NIMS 700 & 100
- ◇ NIMS 800 & 200
- ◇ OnStar Public Safety Training
- ◇ Sending the Right People, to the Right Place, at the Right Time
- ◇ Sexual Harassment in the Workplace
- ◇ Solacom Phone Training
- ◇ SYNC 911 Assist
- ◇ Telecommunicator Emergency Response Taskforce
- ◇ Video Relay/IP Relay & 9-1-1

# *Example of call processing*



# *911 Building Expansion*

Expansion project completed in June 2021

Upgrades included:

- New administrative offices
- Conference/Training Room
- Sleeping Quarters
- Showers
- Additional parking spaces
- Fence surrounding the property











Questions?

**On behalf of all of the  
Board of Commissioners,  
we would like to thank the Council,  
Parish President and all of their staffs  
for the support provided to the  
Communications District throughout  
the year.**



# St. Charles Parish

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985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

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**File #:** 2022-0153    **Version:** 1    **Name:** Parish President Remarks/Report  
**Type:** Report    **Status:** In Council - Reports  
**File created:** 6/6/2022    **In control:** Parish Council  
**On agenda:** 6/6/2022    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Parish President Remarks/Report  
**Sponsors:** Matthew Jewell  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
www.stcharlesparish.gov

## Legislation Details

**File #:** 2022-0154    **Version:** 1    **Name:** R-1A to R-1A(M) on Lot 8, Square 10, Village of Hahnville, 220 Hahn Street, Hahnville  
**Type:** Ordinance    **Status:** Introduced For Public Hearing  
**File created:** 6/6/2022    **In control:** Parish Council  
**On agenda:** 6/6/2022    **Final action:**  
**Enactment date:**    **Yes**

**Title:** An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to R-1A(M) on Lot 8, Square 10, Village of Hahnville, 220 Hahn Street, Hahnville, as requested by Jonte Knight.

**Sponsors:** Matthew Jewell, Department of Planning & Zoning

**Indexes:**

**Code sections:**

**Attachments:** [2022-0154 RECOMMENDATIONS AT A GLANCE](#)  
[2022-0154 Minutes for 2022-6-R](#)  
[2022-0154 LUR 2022-6-R](#)  
[2022-0154 Survey](#)  
[2022-0154 AERIAL](#)  
[2022-0154 ZONING](#)  
[2022-0154 FLUM](#)  
[2022-0154 Application page1](#)

Date	Ver.	Action By	Action	Result
6/6/2022	1	Parish President	Introduced	
5/12/2022	1	Planning Commission	Recommended	Denial
5/12/2022	1	Department of Planning & Zoning	Recommended	Denial
3/18/2022	1	Department of Planning & Zoning	Received/Assigned	PH

## **RECOMMENDATIONS AT A GLANCE**

2022-6-R requested by Jonte Knight for a change of zoning from R-1A to R-1A(M) on Lot 8, Square 10, Village of Hahnville, 220 Hahn Street, Hahnville. Council District 1.

### **Planning Department Recommendation:**

Denial.

### **Planning Commission Recommendation:**

Denial.



**2022-6-R** requested by **Jonte Knight** for a change of zoning from R-1A to R-1A(M) on Lot 8, Square 10, Village of Hahnville, **220 Hahn Street, Hahnville.** Council District 1.

**Jessica Netto:** So the applicant requested a rezoning from R-1A to R-1A(M) on a vacant lot measuring approximately 17,113 sq. ft. the request meets the first guideline and would not be considered a spot zone, however it fails the second and third guidelines the current R-1A zoning allows for reasonable use of the property and mobile homes would be in contrast to the neighborhood character of primarily site built single family homes. So the department recommends denial.

**Commissioner Petit:** Thank you Jessica. Is the applicant here, anything to add, anything additional to explain. The applicant is not present. We will open a public hearing for 2022-6-R. Anyone here wishing to speak for or against please come to the podium state your name and address for the record please.

Good evening my name is Ellis Alexander I live at 256 Lincoln St. which is just two short blocks down the street from this site and I'd like to speak against that rezoning request. As it was already said it would be against the character of the neighborhood and I don't if the purpose is for the owner to reside there or to put a trailer there and rent it, of that's the case I'm strongly against it. Thank you.

**Commissioner Petit:** Thank you Mr. Alexander. Anyone else here to speak for or against public hearing 2022-6-R.

Wellyn Soniac 238 Lincoln St. I'm an heir to 238 Lincoln property I would like to be against the site for the same reason.

**Commissioner Petit:** Anyone else to here to speak for or against. Seeing none we will close the public hearing. We do have on record 3 oppositions letters that were sent into the planning and zoning department all appear to be neighbors that live on or around Hahn St. in Hahnville. We do have 3 additional letters with concerned residents in opposition. We going to close the public hearing for 2022-6-R. Any question, comments from Commissioners? Seeing none, do I have a motion to consider 2022-6-R. Motion by Mr. Galliano, second by Mr. Ryant, and that fails unanimously. And that will need to still go to the council, correct? That will still need to go to the next council meeting. The next council meeting is, do we know the date for that. So you will be notified and it will be published again and will be considered at the next council meeting.

**Michael Albert:** No, it will be introduced at the next council meeting. Probably heard on the first council meeting in June.

Commissioner Petit: Thank you.

**YEAS:** None  
**NAY:** Price, Keen, Petit, Galliano, Krajcer, Ross  
**ABSENT:** Frangella



# St. Charles Parish Department of Planning & Zoning

## LAND USE REPORT

CASE NUMBER: 2022-6-R

### GENERAL INFORMATION

- ◆ **Name/Address of Applicant** **Application Date: 3/18/2022**  
Jonte Knight  
358 S. Kinler St.  
Boutte, LA 70039  
504.460.7988; jonteknight@yahoo.com
- ◆ **Location of Site**  
Hahn St., Hahnville (Lot 8, Square 10, Village of Hahnville).
- ◆ **Requested Action**  
Rezoning Lot 8, Square 10, Village of Hahnville from R-1A, Single Family Residential Detached District to R-1A(M), Single Family Residential Detached District - Allows Mobile Homes

### SITE INFORMATION

- ◆ **Size of Site**  
The area of the proposed zoning is approximately 17,113 sq. ft.
- ◆ **Current Zoning and Land Use**  
R-1A; the site is vacant.
- ◆ **Surrounding Zoning and Land Use**  
R-1A zoning abuts the property to the north and northeast and is adjacent to the south across Hahn Street. R-1A(M) zoning abuts the property to the east and southwest.
- ◆ **Zoning History**  
The R-1A district was established with the 1981 comprehensive rezoning.
- ◆ **Future Land Use Recommendation**  
Low Density Residential: (from 4 up to 8 dwellings per gross acre)  
This category includes the Parish's predominantly single family detached subdivisions, including those developed consistent with the R-1A (6,000 sq. ft. minimum lot size) and R-1B (10,000 sq. ft. minimum lot size) zoning districts. It also allows accessory units and individual mobile homes on small, platted lots zoned R-1AM. Neighborhood-serving uses such as neighborhood parks, churches and servitudes may also be included in this land use category.
- ◆ **Traffic Access**  
The site is a vacant lot with frontage on Hahn Street between Sycamore Street and Pine Street.
- ◆ **Utilities**  
Parish water and sewer are available along Hahn street.

### APPLICABLE REGULATIONS

#### Appendix A. Section VI. – Zoning District Criteria and Regulations

[II.] R-1A(M). Single Family Residential Detached Conventional Homes, Manufactured Homes, and Mobile Homes—  
Medium density.

Policy statement: This district is composed of areas containing one-family dwellings constructed on a permanent foundation, connected to public utilities, and which meet the architectural and aesthetic standards of a permanent residence. Additionally, mobile homes which meet the special provisions below are allowed.

1. Use Regulations:

a. A building or land shall be used only for the following purposes:

- (1) Site-built, single-family detached dwellings.
- (2) Manufactured homes.
- (3) Mobile homes.
- (4) Accessory uses.
- (5) Private recreational uses.
- (6) Farming on lots of three (3) acres or more and at least one hundred fifty (150) feet frontage.

- b. Special exception uses and structures include the following:
    - (1) Additional residences for family and relatives on unsubdivided property on a non-rental basis, and which meet the criteria outlined in Special Provisions [subsection 3].
    - (2) Parks, public libraries, fire stations, police or sheriff's stations or substations, and sewer pumping stations.
    - (3) Showing and operation of historic buildings and/or sites and their related activities, provided a certificate from the United States Department of Interior is furnished by the owner verifying that the building and/or site is on the National Register of Historic Places. (Ord. No. 06-12-6, § II, 12-4-06)
    - (4) Accessory uses to golf courses and country clubs limited to the following:
      - Art studios
      - Churches and Religious Institutions
      - Commercial recreation facilities
      - Commercial schools
      - Personal service businesses, examples include but are not limited to beauty shops and barber shops, acupuncture, and massage services
      - Professional offices, examples include but are not limited to doctors, dentists, engineers, architects, landscape architects, plan services, realtors, insurance
      - Restaurants and cafeterias
 (Ord. No. 16-6-2, § IV, 6-6-16)
  - c. Special permit uses and structures include the following:
    - (1) Childcare centers.
    - (2) Public and private schools (except trade, business and industrial).
    - (3) Golf courses (but not miniature courses or driving ranges), country clubs, and accessory commercial uses on such properties. (Ord. No. 15-1-10, § II, 1-26-15 ; Ord. No. 16-6-2, § III, 6-6-16 )
    - (4) Educational, religious and philanthropic institutions. These buildings must be set back from all property lines a distance of at least one (1) foot for each foot of building height.
    - (5) Private commercial access roads, upon review by the Planning Commission and supporting resolution of the Council. (Ord. No. 92-10-9, § II, 10-5-92)
    - (6) Accessory dwelling units upon approval by the Planning Commission and supporting resolution of the Council. (Ord. No. 15-7-5, § III, 7-6-15 )
    - (7) Garden Home Developments in accordance with Section VII Supplemental Regulations upon review and recommendation of the Planning Commission and supporting resolution of the St. Charles Parish Council. (Ord. No. 17-2-10 , § II, 2-20-2017)
    - (8) Transmission towers when accessory to a permitted use. ( rd. No. 21-8-11 , § II, 8-9-21)
2. Spatial Requirements.
- a. Minimum lot size: Five thousand (5,000) square feet per family; minimum width-fifty (50) feet.
  - b. Minimum yard sizes:
    - (1) Front—Fifteen (15) feet.
    - (2) Side—Five (5) feet.
    - (3) Rear—Five (5) feet.
    - (4) For lots with less than one hundred (100) feet depth, front setback shall be fifteen (15) percent of lot depth with a minimum of ten (10) feet to the front lot line and five (5) feet to the rear lot line. (Ord. No. 99-8-6, 8-2-99)
    - (5) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999. (Ord. No. 08-8-9, § IV, 8-18-08)
  - c. Accessory buildings:
    - (1) The accessory building shall not exceed two-story construction.
    - (2) Minimum setback of accessory buildings shall be three (3) feet.
    - (3) Nonresidential accessory buildings shall not be permitted. (Ord. No. 12-7-4, § IV, 7-2-12)
  - d. Permitted encroachments:
    - (1) Overhangs projecting not more than twenty-four (24) inches, excluding gutter.
    - (2) Stairs and landings not more than three (3) feet in height, projecting no more than four (4) feet into required front yard.
3. Special Provisions:
- a. Additional dwellings on unsubdivided property:
    - (1) Additional dwellings on unsubdivided property referred to in 1.b(1) above will be permitted at the rate of one (1) dwelling unit for each seven thousand (7,000) square feet of lot area.
    - (2) The applicant for any additional dwellings on unsubdivided property shall submit a copy of all subdivision restrictions (covenants) which govern the property in order to protect the integrity of the neighborhood.
    - (3) Under no circumstances will the total number of dwellings per unsubdivided lot permitted under these provisions exceed four (4).
    - (4) Permits issued under this provision will be issued for a two-year period. At the expiration of this time, an investigation will be conducted by the Planning and Zoning Department to determine if this Code is complied with. Non-compliance will result in the revocation of the permit.
  - b. All manufactured housing and mobile homes shall be secured according to the Federal Emergency Management Agency's Sept. 1985 publication Manufactured Home Installation in Flood Hazard Areas.
  - c. Reserved. ( Ord. No. 15-7-5, § III, 7-6-15 ; Ord. No. 16-6-4, § I, 6-6-16 )
  - d. All dwelling units shall be connected to utility systems which provide for health and safety under all conditions of normal use. Home utility services shall only be connected to the supply source by means of approved materials, and shall be inspected by the appropriate agency.

**Appendix A. Section XV. - Amendment procedure**

D. Rezoning guidelines and criteria: The proponent for a change should present reasonable factual proof that two or more of the following criteria are met:

- 1. The proposed rezoning conforms to land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zone that is incompatible with the surrounding neighborhood.
- 2. The Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the applicant's property, and that the proposed zoning does. In order to determine what is reasonable use of the property, the proponent for the zoning change should consider one or more of the following:
  - a. Consideration of uses on adjacent properties that would limit the use of the site under consideration.

- b. Consideration of unique or unusual physical or environmental limitations due to size, shape, topography or related hazards or deficiencies.
  - c. Consideration of changes in land value, physical environment or economic aspects which can be shown to limit the usefulness of vacant land or buildings.
3. Potential uses permitted by the proposed rezoning will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure.

The Planning Staff shall base rezoning analyses on these criteria but shall not be prohibited from factoring unique circumstances of the application into the analysis. The Planning and Zoning Commission may state in its recommendations to the Council: its concurrence with, or rejection of, any or all of the proponents' case for the suggested amendment, and/or its position relative to proponents' statements on the case. Planning Staff analyses and recommendations shall be forwarded to the Council along with the Commission's recommendations.

E. Rezoning approval criteria: Before the Council votes to approve a rezoning, there should be reasonable factual proof by the applicant that:

- 1. The proposed map amendment is in compliance, or is not in conflict, with the goals and recommendations of the St. Charles Parish Comprehensive Plan and Future Land Use Map, also
- 2. The proposed map amendment does not negatively impact the health, safety, and welfare of the community.

### REZONING GUIDELINE EVALUATION

Before the Commission makes a recommendation or the Council rezones property; there should be reasonable factual proof by the proponent of a change that two or more of the following criteria are met:

1. *The proposed rezoning conforms to the land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zoning that is incompatible with the surrounding neighborhood.*

The site is designated for Low Density Residential on the Future Land Use Map; R-1AM zoning is not in conflict with the Future Land Use designation, and the proposed zoning would fall between two properties that have been rezoned R-1AM: Lot 1 was rezoned R-1AM in 1987. It is adjacent to the site on the right; forming the corner of Hahn and Pine, it is developed with two mobile homes. Lot 8, adjacent on the left was rezoned in 2007. For these reasons, the granting the request will not create a spot zone; however, it should be noted that rezoning the lot to its full depth will create an irregular line between the two R-1AM zones. **The request meets the first guideline.**

2. *The Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the applicant's property and the proposed zoning does.*

The existing R-1A zoning allows for a reasonable use of the property allowing site-built single-family detached dwellings, accessory uses, private recreational uses and through special exception uses including parks, public libraries, fire stations, police or sheriff's stations or substations, and sewer pumping stations.

The minimum spatial requirements for a lot in R-1A zoning are 6,000 sq. ft. with 60 ft. of frontage. The site meets minimum spatial requirements for the R-1A zoning district with development potential for one (1) lot that meets requirements. **The request fails the second guideline.**

3. *Potential uses permitted by the proposed rezoning will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure.*

The proposed rezoning to R-1A(M) would create development potential for two (2) mobile homes. The site, zoned R-1A, currently has development potential for one (1) single family dwelling. Both uses could be accommodated by existing facilities. The surrounding area is primarily developed with site-built single-family dwellings.

Currently, there are only three (3) existing mobile homes on Hahn Street. They are adjacent to the subject property and are an exception to the prevailing neighborhood character of site-built single-family houses. **The request fails the third guideline.**

### ANALYSIS

The applicant requests a rezoning from R-1A to R-1A(M) on a vacant lot measuring approximately 17,113 sq. ft. Lot 8, Square 10, Village of Hahnville.

The request does not fail the first guideline, but it fails the second and third because the existing R-1A zoning allows for reasonable use of the property consistent with existing uses in the area, and mobile homes on the site would be in contrast to the neighborhood character of primarily site-built single-family homes.

### DEPARTMENT RECOMMENDATION

**Denial.**



VICINITY MAP  
NOT TO SCALE

PARISH PRESIDENT

DATE

SHAW STREET (SIDE)

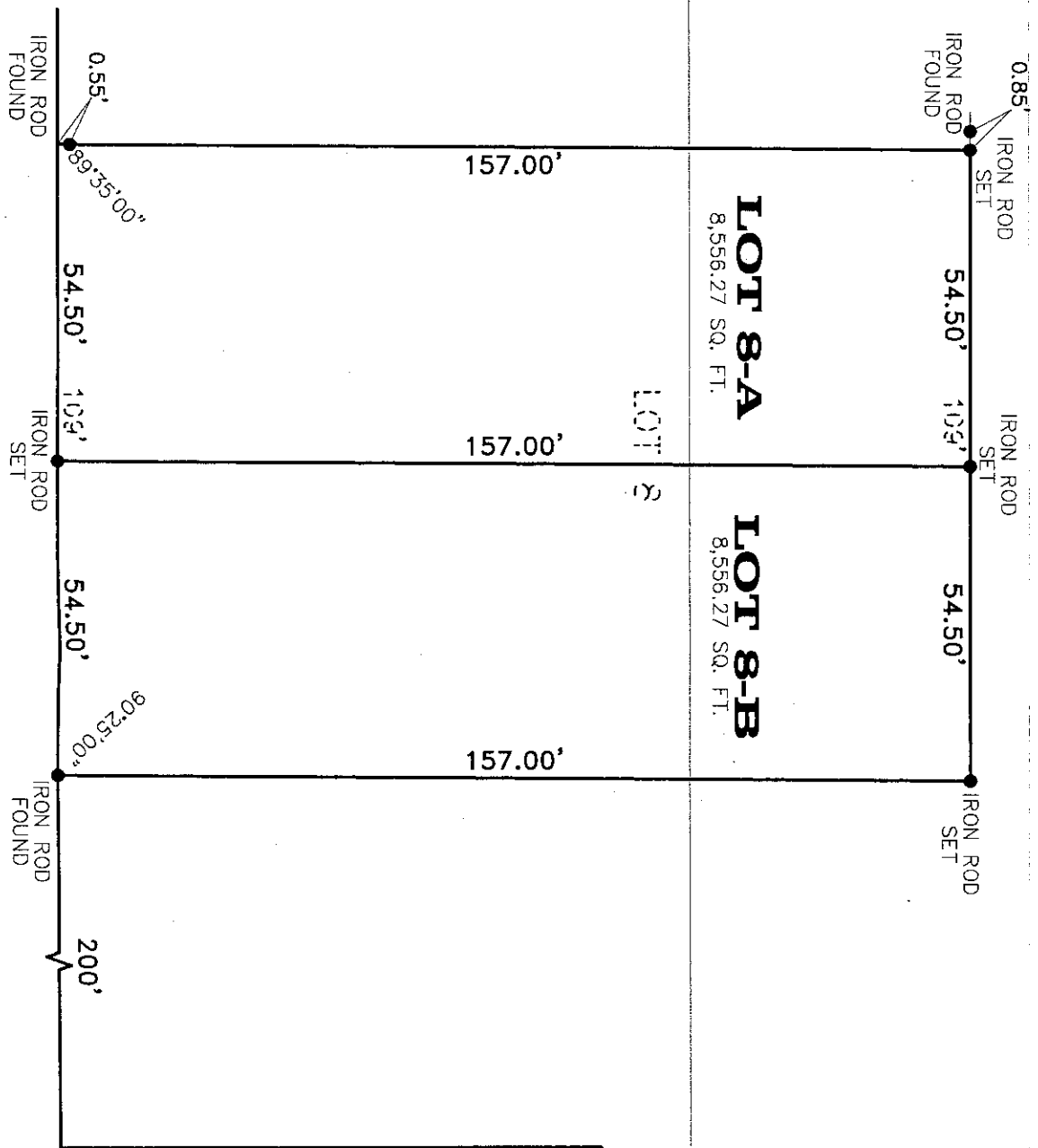
SYCAMORE STREET (SIDE)

PINE STREET

**LOT 8-A**  
8,556.27 SQ. FT.

**LOT 8-B**  
8,556.27 SQ. FT.

LOT 8

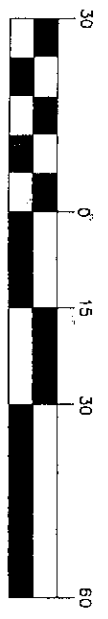


ALL NECESSARY SEWER, WATER, AND OR OTHER UTILITY EXTENSIONS SHALL BE MADE BY AND SOLELY AT THE LOT OWNER'S EXPENSE.

OWNER: WELLS ONE INVESTMENTS LLC  
2800 VETERANS MEMORIAL BLVD  
SUITE 216  
METAIRIE, LA 70002

ANGLES ARE BASED ON BUILT UP CONDITIONS AS FOUND IN THE FIELD.

GRAPHIC SCALE



( IN FEET )  
1 inch = 30 ft.

HAHN STREET

THIS IS TO CERTIFY THAT SUBJECT PROPERTY IS LOAN INSURANCE RATE MAP (FIRM) DATED: 05/16/92 COMMUNITY PANEL # 220160 0125 C

REFEREN

ANGLES AND/OR BEARINGS ARE BASED ON REFERENCE PLAN #1: A PLAN OF SURVEY COUTURIE DATED SEPTEMBER 6, 20

THIS IS TO CERTIFY THAT THE PROPERTY HEREON WAS MADE ON THE GROUND AND IS IN ACCORDANCE WITH APPLICABLE PROFESSIONAL LAND SURVEYORS AS ADMINISTRATIVE CODE TITLE: 46:IX, "C" (SUBURBAN) SURVEY

MADE AT THE REQUEST OF WELLS ONE INVESTMENTS LLC

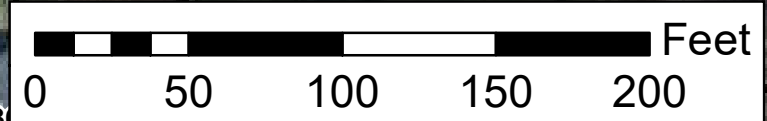
BY: *W. Krebs*  
RICHMOND W. KREBS, S

DATE: OCTOBER 13, 2020  
SCALE: 1" = 30'  
JOB #: 201924

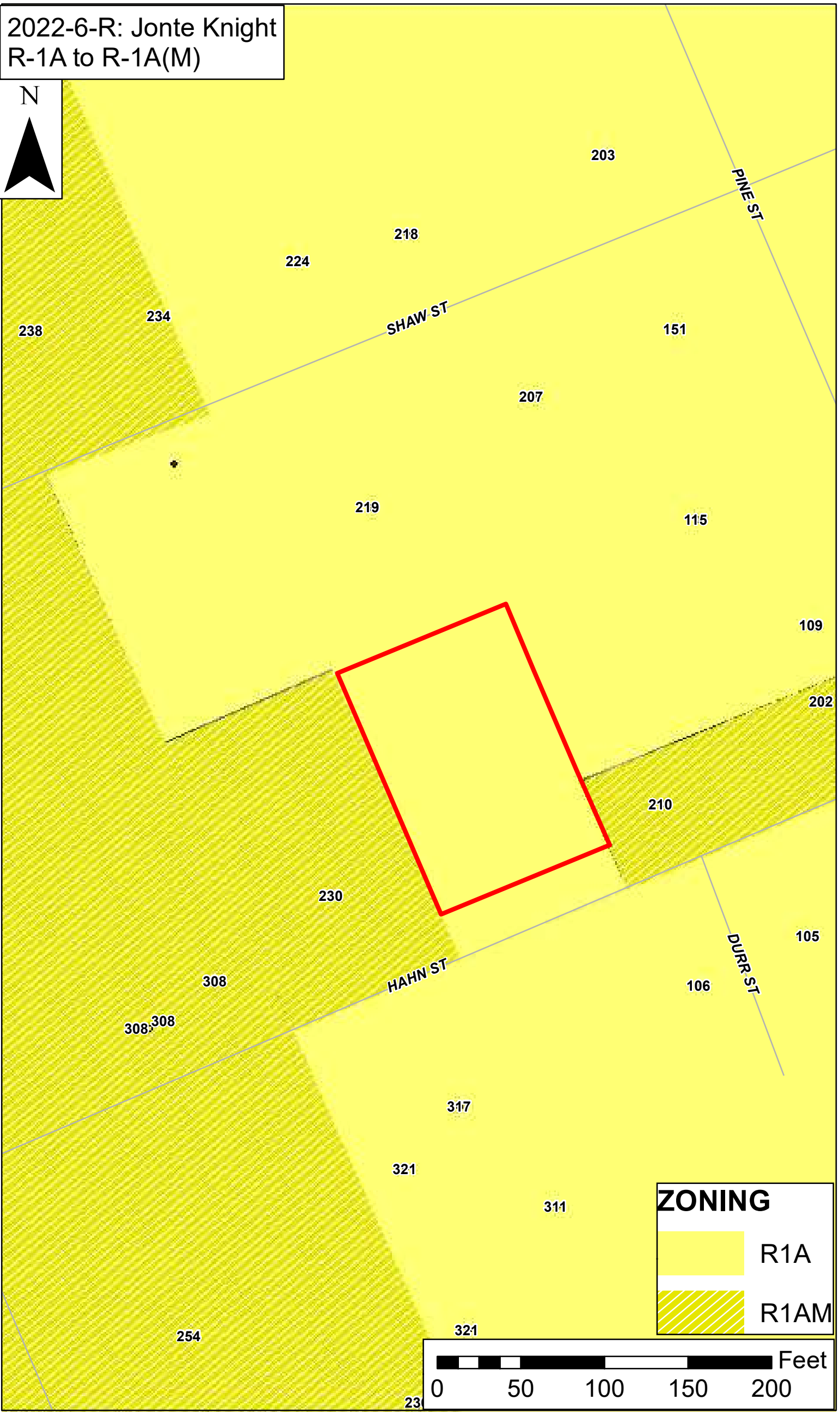
**RESUBDIVISION**  
LOTS 8-A  
SC  
VILLAGE  
ST. CHAR

**R.W.**  
PROFESSIONAL SURVEYOR  
RICHMOND  
3445 N. CAUSIN  
METAIRIE  
PHONE  
FAX  
E-MAIL: [rw@rwsurvey.com](mailto:rw@rwsurvey.com)  
WEB: [www.rwsurvey.com](http://www.rwsurvey.com)



2022-6-R: Jonte Knight  
R-1A to R-1A(M)

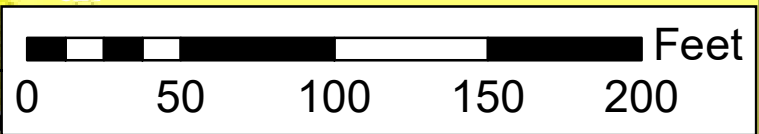


2022-6-R: Jonte Knight  
R-1A to R-1A(M)



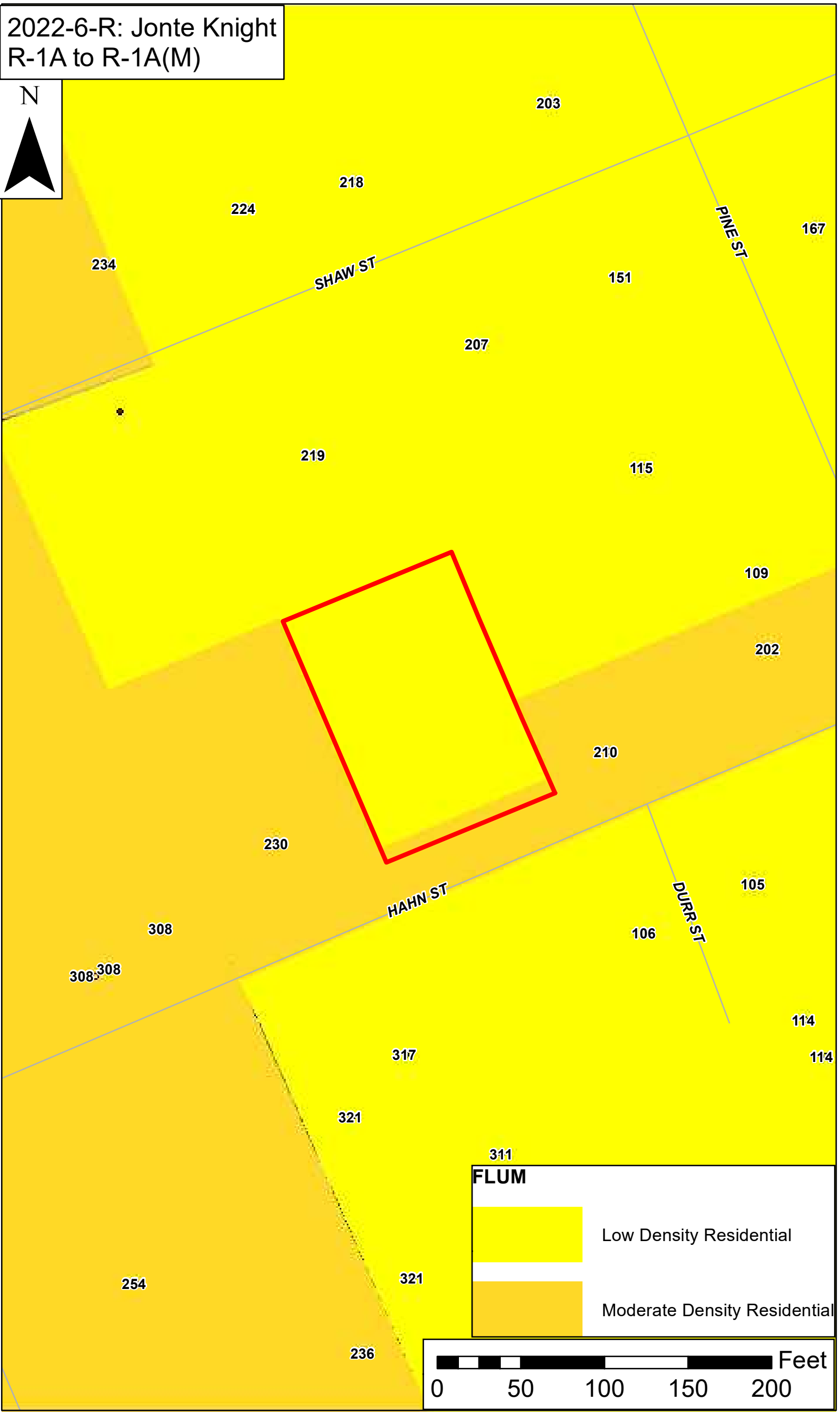
**ZONING**

	R1A
	R1AM





2022-6-R: Jonte Knight  
R-1A to R-1A(M)



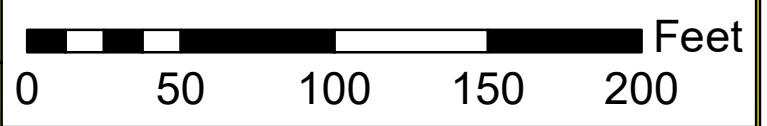
**FLUM**



Low Density Residential



Moderate Density Residential





**St. Charles Parish**  
**Department of Planning & Zoning**  
 14996 River Rd / P.O. Box 302 • Hahnville, LA 70057  
 Phone (985) 783-5060 • Fax (985) 783-6447  
 www.stcharlesparish-la.gov

Permit/Case #:	2022-16-R
Receipt #:	
Application Date:	3/18/22
Zoning District:	R-1A
FLUM Designation:	Low-Den. Res
Date Posted:	PZC

CD 1

**APPLICATION FOR ZONING MAP AMENDMENT  
 (CHANGE OF ZONING DISTRICT OR REZONING)**

Fee: \$40 - \$200

Applicant: Jonte Knight  
 Home address: 358 S. Kirker St  
 Mailing address (if different): PO Box 327 Boutte, LA 70039  
 Phone #s: 504-460-7988 Email: Jonteknight@yahoo.com  
 Property owner: Jonte Knight  
 Municipal address of property: 220 Hahn St Hahnville, LA 70057  
 Lot, block, subdivision: Lot 8 Sq. 10  
 Change of zoning district from: R-1A to: R-1A(M)  
 Future Land Use designation of the property: primary residence  
 (A fact sheet on Future Land Use designations is available at the Planning and Zoning Department).

Your written responses below will be forwarded to the Planning and Zoning Commission and Parish Council to help them make a determination on the merits of your request.

Describe how you plan to use the property if the rezoning is granted: I plan to utilize the property by putting a mobile home (zone 3) on the lot for me and my children.

What types of activities occur on adjacent properties today? How is your proposed use compatible with the neighborhood?  
On properties adjacent from the lot are two mobile homes on the left of the property, and one mobile home on the right. Across the property is an abandon home, and a lot where a mobile home was previously.

Is there something about the property or the surrounding neighborhood that make the rezoning necessary?  
Yes, majority of this part of Hahn Street where the property is located are mobile homes, or empty lots where mobile homes were.

How does your proposed use of the property comply with the Future Land Use designation for the property?  
I will use this property as my primary residence.

\* If the property is rezoned, but your project does not develop, explain how other uses allowed in the new zoning district are compatible with the existing neighborhood? A list of allowed uses is available at the Planning and Zoning Department.  
There are several other mobile homes adjacent around the property with the same zoning type. Most of the neighborhood has this zone district.



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

**File #:** 2022-0155    **Version:** 1    **Name:** Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for, Heather Oaks Subdivision - Luling, Phase 2 (Project No. P180807)

**Type:** Ordinance    **Status:** Introduced For Public Hearing

**File created:** 6/6/2022    **In control:** Parish Council

**On agenda:** 6/6/2022    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for, Heather Oaks Subdivision - Luling, Phase 2 (Project No. P180807) in the amount not to exceed \$35,000.00.

**Sponsors:** Matthew Jewell, Department of Public Works

**Indexes:**

**Code sections:**

**Attachments:** [2022-0155 Contract for Alpha Heather Oaks 2](#)  
[2022-0155 Corporate Resolution](#)

Date	Ver.	Action By	Action	Result
6/6/2022	1	Parish President	Introduced	

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and ALPHA TESTING AND INSPECTION, INC, a corporation acting herein by and through its Contracting Officer, hereinafter called CONSULTANT. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for HEATHER OAKS SUBDIVISION – LULING, PHASE 2 Project No. (P180807) as described in Ordinance No. \_\_\_\_\_ which is attached hereto and made a part hereof.

## 1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

## 2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

HEATHER OAKS SUBDIVISION – LULING, PHASE 2  
Project No. (P180807)

2.2 The Project consist of the scope of services and work as defined in Attachment “A” hereto.

- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment “B” hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

### **3.0 SERVICES OF CONSULTANT**

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner’s professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project, if applicable, are as defined in Attachment “A”.

### **4.0 OWNERSHIP OF DOCUMENTS**

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner’s inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 Consultant may retain a set of documents for its files.

- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

## **5.0 SUPPLEMENTARY SERVICES**

The Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Consultant in writing.

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey
- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

## **6.0 DEFECTIVE WORK**

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will

not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

## **7.0 NOTICE TO PROCEED**

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Consultant will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

## **8.0 PAYMENTS**

8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.

8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.

8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29<sup>th</sup> Judicial District Court of St. Charles Parish, State of Louisiana.

8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying,

NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.

- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
  - b. Timesheets for all hours invoiced.
  - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
  - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

## **9.0 BUDGET LIMITATIONS**

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond



a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

## **10.0 FUNDS**

No work shall be authorized until funds are established for each individual task.

## **11.0 TERMINATION OR SUSPENSION**

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

## **12.0 INSURANCE**

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

- 12.2 The CONSULTANT shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 CONSULTANT shall include all subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subconsultants shall be subject to all the requirements stated herein.
- 12.5 CONSULTANT shall secure and maintain at its expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

### **13.0 INDEMNIFICATION**

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

### **14.0 WARRANTY**

- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.

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

14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

**15.0 EXCLUSIVE JURISDICTION AND VENUE**

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

**16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS**

CONSULTANT further agrees to comply with all federal and state laws.

**17.0 OTHER**

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

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

WITNESSES:

ST. CHARLES PARISH

\_\_\_\_\_

\_\_\_\_\_  
By: Matthew Jewell, Parish President

\_\_\_\_\_

\_\_\_\_\_  
Date:

WITNESSES:

ALPHA TESTING AND INSPECTION, INC

\_\_\_\_\_

\_\_\_\_\_  
By: Michael Devillier, President

\_\_\_\_\_

\_\_\_\_\_  
Date:

**ATTACHMENT “A”**

**HEATHER OAKS SUBDIVISION – LULING, PHASE 2**

**Project No. (P180807)**

Project Scope:

CONSULTANT shall perform the scope of services described in the following paragraphs.

Consultant shall perform all necessary testing services for the above mentioned project in accordance with all standard testing procedures and methods (ASTM, ACI, etc.)

**ATTACHMENT “B”**

HEATHER OAKS SUBDIVISION – LULING, PHASE 2  
Project No. (P180807)

Project Schedule:

Work shall be for the entire length of construction and any other additional work required by OWNER in relation to the project

**ATTACHMENT “C”**

**HEATHER OAKS SUBDIVISION – LULING, PHASE 2  
Project No. (P180807)**

Project Cost:

For performance of the testing services the OWNER shall authorize and pay the CONSULTANT Time and Materials in a not to exceed amount of \$35,000.

Pricing for all work shall be according to the proposal dated May 9, 2022 as follows:

**ALPHA TESTING AND INSPECTION, INC.**

338 HIGHWAY 3160, HAHNVILLE, LOUISIANA 70057 TEL: 985-783-0771 FAX: 985-783-0774



May 9, 2022

St. Charles Public Works  
100 River Oaks Drive  
Destrehan, LA 70047  
Attn: Mr. Lee Zeringue

Re: Heather Oaks Subdivision, Phase II  
Luling, LA

To Whom it May Concern:

We submit, herewith, our schedule of fees covering testing laboratory services on the above referenced project.

**1. Concrete Testing and Inspection:**

- |     |   |          |
|-----|---|----------|
| A.) | Review of Concrete Mix Designs, each  | \$ 65.00 |
| B.) | Placement of ACI Certified Technician at source of supply or jobsite during concrete operations, Also, pick up concrete Compression test specimens, Rate/Hour | \$ 48.00 |
| C.) | Curing and testing of concrete cylinders in Connection with control, Rate/Each  | \$ 18.00 |

**2. Soil Testing - Laboratory:**

- |     |  |           |
|-----|--|-----------|
| A.) | Soil Classification, Each                          | \$ 75.00  |
| B.) | Sieve Analysis (Limestone), Each                   | \$ 75.00  |
| C.) | Moisture Density Relationship Test (Proctor), Each | \$ 150.00 |

**3. Soil Testing - Field:**

- |     |  |          |
|-----|--|----------|
| A.) | Services of Inspector to visit project site and make field Density tests – Nuclear Method 12” Maximum Depth, Rate/Hour or each | \$ 48.00 |
| B.) | In place Density Test, Base Depth Check and Pavement Thickness Verification, Each  | \$ 25.00 |

4. **Sampling Charge**

Services of Technician to sample materials for laboratory  
Testing, Rate/Hour \$ 48.00

5. **Transportation Charge:**

Rate/Mile Traveled (\$25.00 Minimum) \$ 0.50

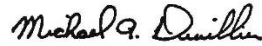
**Estimated Job Cost: \$ 35,000.00**

NOTE: Travel time is portal to portal. There is a ½ day minimum charge for any call out for inspection. Overtime hours are charged at 1 ½ times regular rate for all hours worked in excess of 8 hours per day, Monday through Friday and for all hours worked on Saturdays, Sundays and holidays.

We thank you for the opportunity of quoting you for these services. Your selection of Alpha Testing and Inspection, Inc. to perform these services will be appreciated.

Yours very truly,

ALPHA TESTING & INSPECTION, INC.



Michael A. Devillier  
President

# ALPHA TESTING AND INSPECTION, INC.



338 HIGHWAY 3160, HAHNVILLE, LOUISIANA 70057 TEL: 985-783-0771 FAX: 985-783-0774

## CERTIFICATE OF CORPORATE RESOLUTION AUTHORIZING ENTERPRISE PROJECT APPLICATION

I, Michael A. Devillier, President of Alpha Testing and Inspection, Inc., organized and existing under the laws of Louisiana and having its principal place of business at 338 Highway 3160 Hahnville, LA 70057, hereby certify that the following is a true copy of a resolution adopted by the Board of Directors of the Corporation at a meeting convened and held on June 22, 2021 at which a quorum was present and voting throughout and that such resolution is now in full force and effect and is in accordance with the provisions of the charter and by-laws of the Corporation.

RESOLVED: That the President or Vice President of the Corporation is hereby authorized to sign on behalf of the Corporation any contracts or forms for the Enterprise Project Application;

RESOLVED FURTHER: That the President or Vice President are hereby authorized and directed to certify to any interested party that this resolution has been duly adopted, is in full force and effect, and is in accordance with the provisions of the charter and by-laws of the Corporation.

I further certify that this Corporation is duly organized and existing, and has the power to take the action called for by the foregoing resolution.

### DIRECTORS

<u>Michael A. Devillier</u>	<u>5/9/22</u>
President	Date
<u>Brandon Dilli</u>	<u>5/9/22</u>
Vice President	Date





# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

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**File #:** 2022-0168    **Version:** 1    **Name:** C.O. No. 1 for the West Bank Yard Building, Project No. P190401  
**Type:** Ordinance    **Status:** Introduced For Public Hearing  
**File created:** 6/6/2022    **In control:** Parish Council  
**On agenda:** 6/6/2022    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** An ordinance approving and authorizing the execution of Change Order No. 1 for the West Bank Yard Building, Project No. P190401, to decrease the contract amount by \$4,792.02.  
**Sponsors:** Matthew Jewell, Department of Public Works  
**Indexes:**  
**Code sections:**  
**Attachments:** [2022-0168 Final Change Order](#)

Date	Ver.	Action By	Action	Result
6/6/2022	1	Parish President	Introduced	

**SECTION 00806**

**CHANGE ORDER**

No. One (1)

DATE OF ISSUANCE March 22, 2022

EFFECTIVE DATE March 22, 2022

OWNER St. Charles Parish  
CONTRACTOR TBT Contracting, Inc.  
Contract: West Bank Yard Building  
Project: West Bank Yard Building  
OWNER's Contract No. P190401 ARCHITECT's Contract No. 1936  
ARCHITECT \_\_\_\_\_

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

**Description:** *See attached example on how to fill in this information*

1. Delete the Following Work Items:
  - a. Contract Item #: *Relocation of Infrastructure*  
Delete item in its entirety. *(-\$20,000.00)*

Total of Deducted Items = *(-\$20,000.00)*

2. Add the Following Work Items:
  - a. Work Change Directive #1:  
Addition of \$ 8,139.70 (L.S.). See attached cost estimate for details.
  - b. Work Change Directive #2:  
Addition of \$ 6,524.01 (L.S.). See attached cost estimate for details.
  - c. Work Change Directive #3:  
Addition of \$ 544.27 (L.S.). See attached cost estimate for details.

Total of Added Work Items = *(+\$15,207.98)*

3. Revise the Following Work Item Quantities:

Total of Change in Work Items Quantity = *(+/- \$0.00)*

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

1. Deleted Work Items
  - a. Credit Relocation of Infrastructure
2. Add Work Items
  - a. To provide labor, material, equipment and supervision to add three areas of concrete as per plan.
  - b. Provide labor, material, equipment and supervision to provide a second urinal in Mens' Bathroom and another stall with toilet as requested by the Owner.
  - c. Provide labor, material, equipment and supervision to provide an additional data drop.
3. Revise Work Item Quantities

**Attachments:** (List documents supporting change)

Work Change Directive No. 1, Work Change Directive No. 2, and Work Change Directive No. 3

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ 788,000.00
Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$ 0.00
Contract Price prior to this Change Order: \$ 788,000.00
Net decrease of this Change Order: \$ -4,792.02
Contract Price with all approved Change Orders: \$ 783,207.98

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By:   
ARCHITECT (Authorized Signature)

By: \_\_\_\_\_  
OWNER (Authorized Signature)

By:   
CONTRACTOR (Authorized Signature)

Date: 3/22/2022

Date: \_\_\_\_\_

Date: MAR 23 2022

**SECTION 00805**

**WORK CHANGE DIRECTIVE**

No. One (1)

DATE OF ISSUANCE June 10, 2021 EFFECTIVE DATE \_\_\_\_\_

Owner: St. Charles Parish

Contractor: TBT Contracting, Inc.

Contract: \_\_\_\_\_

Project: West Bank Yard Building

Owner's Contract No.: P190401 Architect's Contract No.: 1936

ARCHITECT: Murray Architects, Inc.

Contractor is directed to proceed promptly with the following change(s):  
Description: Provide labor, material, equipment and supervision to add three areas of concrete as per plan (copy attached)

Attachments: (List documents supporting change) TBT Contracting Change Order #1 and attachments

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: (check one)

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other project reasons.

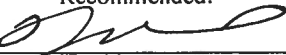
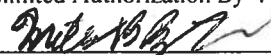

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price: \$8,139.70 increase

Contract Time Zero (0) days

**Basis of estimated change in Contract Price:**

- Lump Sum
- Unit Price
- Cost of the Work
- Other

Recommended:	Limited Authorization By*:	Received:
By: 	By: 	By: 
Architect (Authorized Signature)	Owner's Representative*	Contractor (Authorized Signature)
Title: <u>Architect</u>	Title: <u>Director DPA</u>	Title: <u>President</u>
Date: <u>6/24/2021</u>	Date: <u>6/24/2021</u>	Date: <u>6/17/21</u>

\*Owner's Representative is not authorized to finalize a Change Order nor does the Work Change Directive substitute the Change Order process as more fully set out in the General Conditions of the Construction Contract.

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



P.O. Box 190, Thibodaux, La. 70302  
Phone: 985-400-1221

**CHANGE ORDER #1**

June 2, 2021 June 9, 2021

Murray Architects, Inc.  
13760 River Road  
Destrehan, LA 70047  
ATTN: Mr. Michael Tabb, Architect (By Email)

RE: **West Bank Yard Building**  
**166 Scorpio Street**  
**Hahnville, LA 70057**  
**TBT Project No. 2055**

Dear Mike:

To provide labor, material, equipment and supervision to add three areas of concrete as per plan (copy attached)

- 1. Material, Concrete & Formwork Cost ..... \$ 5,300.00
- 2. Labor & Equipment , Cost (TBT Pouring concrete) ..... \$ 2,000.00

Performance & Payment Bond for Change Order:

1.366% of Cost ..... \$ 99.72

**SUB TOTAL ..... \$ 7,399.72**

**10% Overhead & Profit ..... \$ 739.98**

**TOTAL CHANGE ORDER ... ADD \$ 8,139.70**

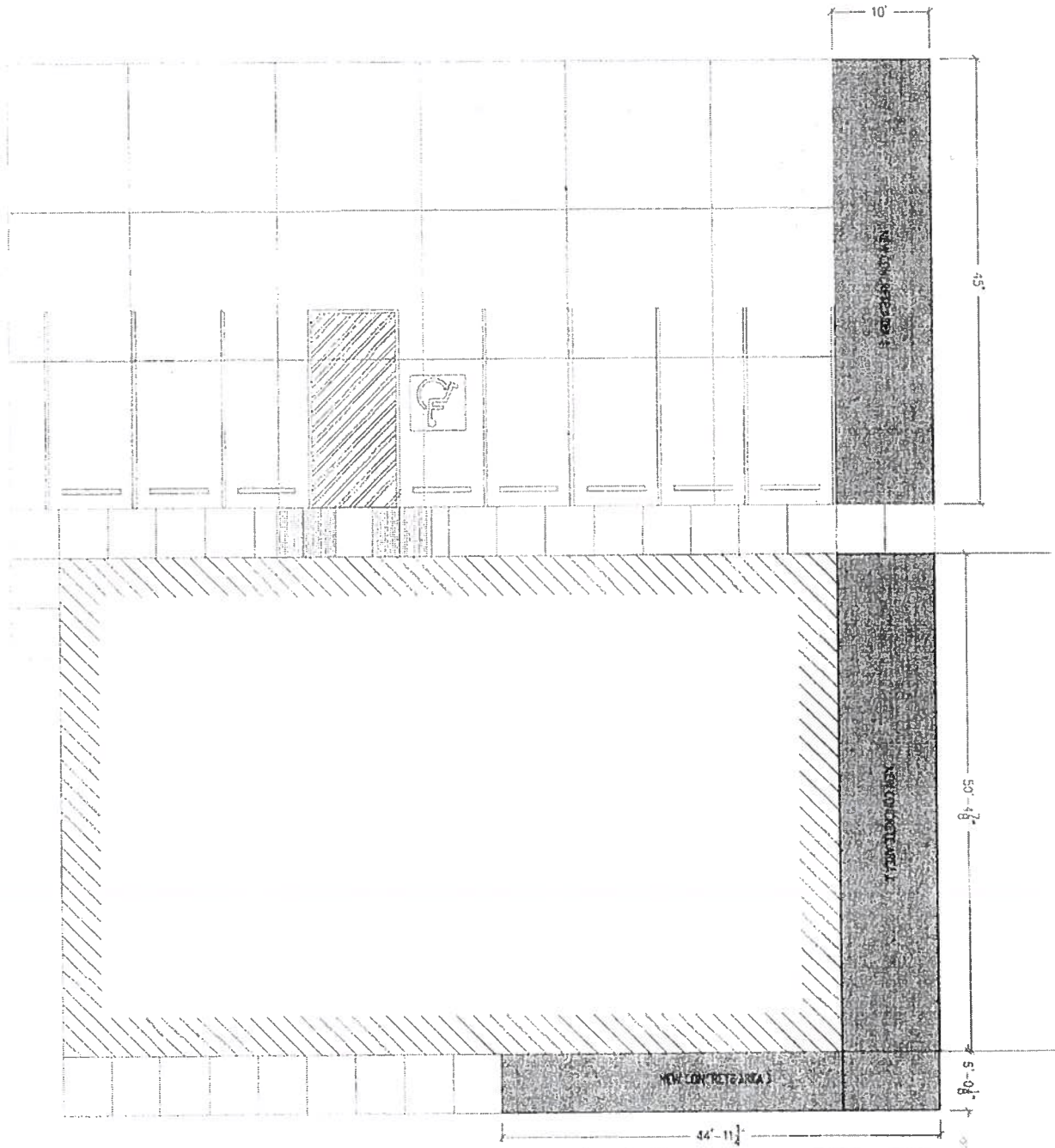
Thanks,

**APPROVED:**

**T. Benton Thompson**  
*President*  
**TBTContracting.com**  
**Ben@TBTContracting.com**  
**O : (985) 400 - 1221**  
**F : (985) 888 - 0756**  
**C : (985) 859 - 5451**

By: \_\_\_\_\_

Date: \_\_\_\_\_



154.85

**SECTION 00805**

**WORK CHANGE DIRECTIVE**

No. Two (2)

DATE OF ISSUANCE October 11, 2021 EFFECTIVE DATE \_\_\_\_\_  
Owner: St. Charles Parish  
Contractor: TBT Contracting, Inc.  
Contract: \_\_\_\_\_  
Project: West Bank Yard Building  
Owner's Contract No.: P190401 Architect's Contract No.: 1936  
ARCHITECT: Murray Architects, Inc.

Contractor is directed to proceed promptly with the following change(s):  
Description: Provide labor, material, equipment and supervision to provide a second urinal in Mens' Bathroom and another stall with toilet as request by the owner. (copy attached)

Attachments: (List documents supporting change) TBT Contracting Change Order #2 Revised and attachments

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: (check one)




- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price: \$6,524.01 increase  
Contract Time Zero (0) days

**Basis of estimated change in Contract Price:**

- Lump Sum
- Unit Price
- Cost of the Work
- Other

Recommended:	Limited Authorization By*:	Received:
By: 	By: 	By: 
Architect (Authorized Signature)	Owner's Representative*	Contractor (Authorized Signature)
Title: <u>Architect</u>	Title: <u>Director O&amp;M</u>	Title: <u>President</u>
Date: <u>10/25/2021</u>	Date: <u>11/01/2021</u>	Date: <u>10/18/21</u>

\*Owner's Representative is not authorized to finalize a Change Order nor does the Work Change Directive substitute the Change Order process as more fully set out in the General Conditions of the Construction Contract.

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



P.O. Box 190, Thibodaux, La. 70302  
Phone: 985-400-1221

**CHANGE ORDER # 2 - REVISED**

October 7, 2021

Murray Architects, Inc.  
13760 River Road  
Destrehan, LA 70047  
ATTN: Mr. Michael Tabb, Architect (By Email)

RE: **West Bank Yard Building**  
**166 Scorpio Street**  
**Hahnville, LA 70057**  
TBT Project No. 2055

Dear Mike:

To provide labor, material, equipment and supervision to provide a second urinal in Mens' Bathroom and another stall with toilet as requested by the Owner.

- 1. Elkins Fontenot, Cost (see attached) . . . . . \$ 1,346.00
  - 2. TBT, Cost - labor to install toilet partitions . . . . . 250.00
  - 3. Bru Mar Mechanical, Cost (see attached) . . . . . \$ 1,573.00
  - 4. Landrieu Concrete, Cost (see attached) . . . . . \$ 682.00
  - 5. Breakout and re-pour concrete, labor and equipment . . . . . 2,000.00
- SUB TOTAL . . . . . \$ 5,851.00**

Performance & Payment Bond for Change Order:  
 1.366% of Cost . . . . . \$ 79.92  
**SUB TOTAL . . . . . \$ 5,930.92**  
 10% Overhead & Profit . . . . . \$ 593.09  
**TOTAL CHANGE ORDER . . . ADD \$ 6,524.01**

Thanks,

**APPROVED:**

**T. Benton Thompson**  
*President*  
**TBTContracting.com**  
**Ben@TBTContracting.com**  
**O : (985) 400 - 1221**  
**F : (985) 888 - 0756**  
**C : (985) 859 - 5451**

By: \_\_\_\_\_

Date: \_\_\_\_\_



**TBT Contracting**

---

**From:** luke@efspecialties.com  
**Sent:** Tuesday, October 5, 2021 2:07 PM  
**To:** TBT Contracting  
**Cc:** Ben Thompson; Brian Larousse  
**Subject:** RE: WYB - CHO Request - Bathroom Change (EF 0188) (SEE DWG FROM TOILET PARTITION SUPPLIER)

Cindy,

\*The added cost associated with the layout change is \$1,090 (plus tax) for the partition material. + tax 103 \$1193

\*The price for adding an (1) toilet paper dispenser is \$140 (plus tax). + tax \$13 = \$153

Please advise if approved and I'll update shop drawings and toilet acc quantities accordingly.

Thanks,

Total = \$1346

Luke Fontenot



**Elkins Fontenot**  
**Building Specialties**

7353 Alberta Dr. – Suite 107  
Baton Rouge, LA 70808  
(225)239-5886 (Office)  
(225)400-1195 (Cell)  
[luke@efspecialties.com](mailto:luke@efspecialties.com)  
[www.efspecialties.com](http://www.efspecialties.com)

**From:** TBT Contracting <office@tbtcontracting.com>  
**Sent:** Tuesday, September 28, 2021 8:26 AM  
**To:** Elkins Fontenot Building Specialites - Ian Elkins <ian@efspecialties.com>; 'luke@efspecialties.com' <luke@efspecialties.com>  
**Cc:** Ben Thompson <ben@tbtcontracting.com>; Brian Larousse <brianl@tbtcontracting.com>  
**Subject:** FW: WYB - CHO Request - Bathroom Change (EF 0188) (SEE DWG FROM TOILET PARTITION SUPPLIER)

Ian / Luke,

Please see answer from architect below on change order for West Bank Yard Building.

# BRUMAR MECHANICAL CONTRACTORS, L.L.C.

P. O. Box 1625  
 Gray, LA 70359  
 Office (985) 580-9644

brumarmechanical@bellsouth.net

415 Technology Lane  
 Gray, LA 70359  
 Fax (985) 580-9642

LA State License #45779 ♦ LMP License #698

## CHANGE ORDER

September 17, 2021

Attention: Ben Thompson  
 TBT Contracting  
 P.O. Box 190  
 Thibodaux, LA 70302

E- mail: [ben@tbtcontracting.com](mailto:ben@tbtcontracting.com), [office@tbtcontracting.com](mailto:office@tbtcontracting.com)

**RE: St. Charles Parish West Bank Public Works**

Furnish labor and material to replace urinal with water closet as per E-mail on September 16, 2021.

### BREAKDOWN:

#### CREDIT

1	Urinal	@	\$329.00	each	<\$329.00>
1	1½" x 1½" x ¾" copper tee	@	\$16.73	each	<\$16.73>
2	¾" copper 90's	@	\$1.92	each	<\$3.84>
10'	¾" copper pipe	@	\$4.32	foot	<\$43.20>
10'	⅞" insulation	@	\$2.98	foot	<\$29.80>

**TOTAL CREDIT.....<\$422.57>**

#### ADD:

1	Water closet P1	@	\$205.00	each	\$205.00
1	4" PVC WYE	@	\$32.95	each	\$32.95
1	4" PVC 45	@	\$16.32	each	\$16.32
1	4" LS 90°	@	\$24.14	each	\$24.14
1	4" x 3" San tee	@	\$30.97	each	\$30.97
2	3" PVC 90°'s	@	\$9.95	each	\$19.90
1	1½" x 1½" x 1" copper tee	@	\$20.08	each	\$20.08
2	1" copper 90's	@	\$5.65	each	\$11.30
14'	1" copper pipe	@	\$7.52	foot	\$137.76
14'	1½" insulation	@	\$3.47	foot	\$48.58
2	4" Huskey Fenco	@	\$11.90	each	\$23.80
4	Stainless steel hangers	@	\$8.50	each	\$34.00

**\$604.80**

CONTINUE

**CONTINUE**

**\$604.80**  
**15% MARK UP.....\$90.72**  
**TOTAL MATERIAL.....\$695.52**

**LABOR:**

1 mechanic and helper 10 hours @ \$130.00 hour = .....**\$1300.00**  
**\$1995.52**

**LESS CREDIT.....<\$422.57>**

**TOTAL CHANGE.....\$1573.00**

**Exclude: Break and patch concrete.**

Proposed by,

Barry Brunet  
Manager

**TBT CONTRACTING, INC. OF LA.**

P.O. Box 190, Thibodaux, La. 70302

**SUBCONTRACT TELEPHONE BIDS**

Job: WB4B  
Subcontractor: Landree Concrete  
Phone No.: 504-913-5196  
Representative: Tom

2 cu. yd. \$ 682.00  
cu yd  
incl. tax

**TBT Contracting**

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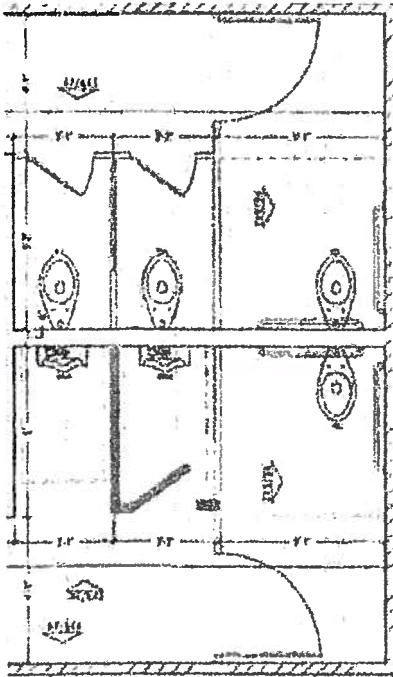
**From:** TBT Contracting  
**Sent:** Monday, September 20, 2021 8:57 AM  
**To:** Murray Architects - Michael Tabb (tabb@murrayarchitects.net); Murray Architects - Vicky Cazentre (vicky@murrayarchitects.net)  
**Cc:** Ben Thompson; Brian Larousse; Elkins Fontenot Building Specialites - Ian Elkins ; 'luke@efspecialties.com'  
**Subject:** FW: WYB - CHO Request - Bathroom Change (EF 0188) (SEE DWG FROM TOILET PARTITION SUPPLIER)

Mike,  
Please see below question from our toilet partition sub.  
Kindly review and advise accordingly.

---

**From:** luke@efspecialties.com <luke@efspecialties.com>  
**Sent:** Friday, September 17, 2021 9:16 AM  
**To:** TBT Contracting <office@tbtcontracting.com>  
**Cc:** ian@efspecialties.com; Ben Thompson <ben@tbtcontracting.com>; Brian Larousse <brianl@tbtcontracting.com>  
**Subject:** RE: WYB - CHO Request - Bathroom Change (EF 0188)

See below what they are wanting to change to?

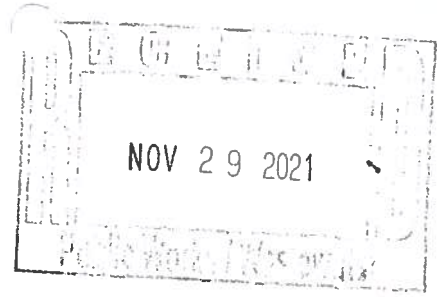


Thanks,

Luke Fontenot

**SECTION 00805**

**WORK CHANGE DIRECTIVE**



No. Three (3)

DATE OF ISSUANCE November 11, 2021 EFFECTIVE DATE \_\_\_\_\_

Owner: St. Charles Parish

Contractor: TBT Contracting, Inc.

Contract: \_\_\_\_\_

Project: West Bank Yard Building

Owner's Contract No.: P190401 Architect's Contract No.: 1936

ARCHITECT: Murray Architects, Inc.

Contractor is directed to proceed promptly with the following change(s):

Description: Provide labor, material, equipment, and supervision to provide an additional data drop. (copy attached)

Attachments: (List documents supporting change) TBT Contracting Change Order #3 and attachments

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: (check one)

- Non-agreement on pricing of proposed change.
- Necessity to proceed for schedule or other project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price: \$544.27 increase

Contract Time Zero (0) days

**Basis of estimated change in Contract Price:**

- Lump Sum
- Unit Price
- Cost of the Work
- Other

Recommended:	Limited Authorization By*:	Received:
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Architect (Authorized Signature)	Owner's Representative*	Contractor (Authorized Signature)
Title: <u>Architect</u>	Title: <u>Director Pw</u>	Title: <u>President</u>
Date: <u>11/22/2021</u>	Date: <u>11/30/2021</u>	Date: <u>11/11/21</u>

\*Owner's Representative is not authorized to finalize a Change Order nor does the Work Change Directive substitute the Change Order process as more fully set out in the General Conditions of the Construction Contract.

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



P.O. Box 190, Thibodaux, La. 70302  
Phone: 985-400-1221

**CHANGE ORDER #3**

November 11, 2021

Murray Architects, Inc.  
13760 River Road  
Destrehan, LA 70047  
ATTN: Mr. Michael Tabb, Architect (By Email)

RE: **West Bank Yard Building**  
**166 Scorpio Street**  
**Hahnville, LA 70057**  
TBT Project No. 2055

Dear Mike:

To provide labor, material, equipment and supervision to provide an additional data drop.

1. Powerhouse Electric, Cost (see attached) . . . . . \$ 488.12

Performance & Payment Bond for Change Order:

1.366% of Cost . . . . . \$ 6.67

**SUB TOTAL . . . . . \$ 494.79**

**10% Overhead & Profit . . . . . \$ 49.48**

**TOTAL CHANGE ORDER . . . . . ADD \$ 544.27**

Thanks,

**APPROVED:**

**T. Benton Thompson**  
*President*  
**TBTContracting.com**  
**Ben@TBTContracting.com**  
**O : (985) 400 - 1221**  
**F : (985) 888 - 0756**  
**C : (985) 859 - 5451**

By: \_\_\_\_\_

Date: \_\_\_\_\_



office@nolapower.com  
(504) 533-9247

## Change Order Request

2102 - 0014 — St. Charles Parish Westbank Yard Building - 166    COR Subject: Add Data Drop to  
Scorpio St., Hahnville, LA 70057    Room 112

To                    Ben Thompson  
                         TBT Contracting  
                         158 E Lakeshore Dr.  
                         Thibodaux, LA 70301  
                         985-400-1221

COR Number: 2102 - 0014-CO1  
COR Revision Number: 0  
COR Date: 11/11/2021  
Work Type: Price / Do Not Proceed  
Days Valid: 5

Return To           Brad Helmer  
                         Powerhouse Electric LLC.  
                         5526 4th street  
                         Marrero, LOUISIANA 70072  
                         5043821295  
                         5049209277  
                         bids@nolapower.com

### Summary

**Total:**                    \$488.12

### Reservation of Rights

This COR does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items.

Signed By: \_\_\_\_\_

Dated: 11/11/2021





November 11, 2021

Estimate No.: CO#1 Added Data Drop  
Project: St Charles Parish Westbank Yard Building

Powerhouse Electric is pleased to submit a lump sum price on the above referenced project. We have included below a list of general clarifications, inclusions, & exclusions.

**GENERAL CLARIFICATIONS:**

- 1) Per the request to add a data drop to Room 112
- 2) Payment terms are net 30 days.
- 3) Pricing is based on working normal business hours and Monday thru Friday.

**INCLUSION:**

- 1) Provide & install (1) ¼" Stub Up Raceway
- 2) Add (2) Data cables in the stub up raceway
- 3) Sales Tax

**EXCLUSIONS:**

- 1) Patching, pouring, coring, boring, etc...of concrete and asphalt.
- 2) Roof Penetrations
- 3) Fire Caulking

5526 4<sup>TH</sup> ST. MARRERO, LA 70072

PHONE: 504-382-1295  
504-920-9277

EMAIL: BIDS@NOLAPOWER.COM

- 4) Davis Bacon Wages
- 5) New Backfill Materials
- 6) Hauling away any excavated materials
- 7) Any unforeseen obstructions
- 8) Overtime Cost
- 9) Bond
- 10) Certified Testing Agency
- 11) DEMO not related to the electrical scope
- 12) HVAC control wiring, motor starters, equipment, etc...
- 13) Special Permits
- 14) Any accelerated schedule that alters the original agreed upon schedule
- 15) Changes in our work schedule due to delays by others

**CO#1 TOTAL: \$488.12**

Description	Labor Hrs	Labor \$	DJB	Ind Labor	Mat/Que \$	Labor Class		Taxes	DJC	Quantity	Overhead	Profit	Job Tax	Bond	Total	Unit	
						Equip	Subcon										
3 EMT	0.36	20.61	7.00	0.00	13.60	0.00	0.00	1.20	0.00	10	4.84	2.72	0.00	0.00	67.32	0.70	Item Number: 10054
3 EMT FIELD BEND	0.23	10.89	3.30	0.00	0.00	0.00	0.00	0.00	0.00	1	1.43	0.70	0.00	0.00	16.50	18.50	Item Number: 20737
3 EMT STEEL COMP CONNECTOR	0.30	17.17	6.18	0.00	0.00	0.00	0.00	0.04	0.00	1	2.29	1.20	0.00	0.00	26.58	29.38	Item Number: 30844
3 PLASTIC BUSHING	0.14	0.87	2.00	0.00	0.00	0.00	0.00	0.01	0.00	1	0.00	0.00	0.00	0.00	10.42	10.42	Item Number: 40210

5526 4<sup>TH</sup> ST. MARRERO, LA 70072

PHONE: 504-382-1295  
504-920-9277

EMAIL: BIDS@NOLAPOWERC.COM

# POWERHOUSE ELECTRIC

Description	Labor Class							Quantity				Total	Unit	
	Labor Hrs	Labor \$	DJE	Ind Labor	Mat/Quo \$	Equip	Subcon	Taxes	DIC	Overhead	Profit			Job Tax
3 EMT NM TERMINATOR										1				Item Number: 40222
	0.14	8.87	2.08	0.00	0.10	0.00	0.00	0.01	0.00	0.00	0.50	0.00	0.00	10.84
1 4"SQ CMB-KO CV-BRKT										1				Item Number: 150015
	0.35	17.47	8.15	0.00	1.62	0.00	0.00	0.15	0.00	2.41	1.33	0.00	0.00	27.83
5 1G 4"SQ PLASTER-RING										1				Item Number: 150065
	0.15	4.58	1.37	0.00	0.83	0.00	0.00	0.08	0.00	0.08	0.37	0.00	0.00	7.88
# TEK SCREW										5				Item Number: 191120
	0.14	8.87	2.08	0.00	0.17	0.00	0.00	0.02	0.00	0.81	0.50	0.00	0.00	10.52
PULL LINE (STRIKING)										12				Item Number: 500127
	0.04	1.70	0.54	0.00	0.23	0.00	0.00	0.02	0.00	0.28	0.14	0.00	0.00	2.97
3 COND SHIP-CLOSE HGR TO SCR-ON STUD-WALL										2				Item Number: 630064
	0.63	38.81	8.53	0.00	2.23	0.00	0.00	0.21	0.00	3.98	2.16	0.00	0.00	45.78
**TEL/DATA SUBCON										1				
	0.00	0.00	0.00	0.00	0.00	0.00	239.00	0.00	0.00	23.00	12.98	0.00	0.00	272.58
	2.67		38.25		19.04		236.00		0.00		23.24		0.00	
		137.82		0.00		0.00		1.80		42.26	0.00			188.12

5526 4<sup>TH</sup> ST. MARRERO, LA 70072

PHONE: 504-382-1295  
504-920-9277

EMAIL: BIDS@NOLAPOWERS.COM



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
www.stcharlesparish.gov

## Legislation Details

---

**File #:** 2022-0169    **Version:** 1    **Name:** Professional Services Agreement with Terracon Consultants, Inc., to perform engineering services for Roadway Boring - 2022 (Project No. P220502)

**Type:** Ordinance    **Status:** Introduced For Public Hearing

**File created:** 6/6/2022    **In control:** Parish Council

**On agenda:** 6/6/2022    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of a Professional Services Agreement with Terracon Consultants, Inc., to perform engineering services for Roadway Boring - 2022 (Project No. P220502) in the amount not to exceed \$85,000.00.

**Sponsors:** Matthew Jewell, Department of Public Works

**Indexes:**

**Code sections:**

**Attachments:** [2022-0169 Roadway Boring Professional Services Contract Terracon](#)  
[2022-0169 Roadway Boring Corporate Acknowledgement of Authority](#)

Date	Ver.	Action By	Action	Result
6/6/2022	1	Parish President	Introduced	

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and TERRACON CONSULTANTS, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for ROADWAY BORING - 2022 Project No. P220502 as described in Ordinance No. \_\_\_\_\_ which is attached hereto and made a part hereof.

## 1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

## 2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

ROADWAY BORING - 2022  
Project No. P220502

- 2.2 The Project consist of the scope of services and work as defined in Attachment “A” hereto.
- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment “B” hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

### **3.0 SERVICES OF CONSULTANT**

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner’s professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment “A”.

### **4.0 OWNERSHIP OF DOCUMENTS**

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be

made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

## **5.0 SUPPLEMENTARY SERVICES**

The Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Consultant in writing.

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey
- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

## **6.0 DEFECTIVE WORK**

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

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The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

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The Consultant will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

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8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.

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8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29<sup>th</sup> Judicial District Court of St. Charles Parish, State of Louisiana.

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- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
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- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
  - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

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The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

## **10.0 FUNDS**

No work shall be authorized until funds are established for each individual task.

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- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

## **12.0 INSURANCE**

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from

performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.

- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

### **13.0 INDEMNIFICATION**

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

## **14.0 WARRANTY**

- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.
- 14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

## **15.0 EXCLUSIVE JURISDICTION AND VENUE**

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

## **16.0 OTHER**

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

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

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

ST. CHARLES PARISH

\_\_\_\_\_  
By: Matthew Jewell  
Parish President

\_\_\_\_\_  
Date:

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

TERRACON CONSULTANTS, INC.

\_\_\_\_\_  
By: Zack L. Dial  
Office Manager

\_\_\_\_\_  
Date:

**ATTACHMENT “A”  
PROJECT SCOPE**

ROADWAY BORING - 2022  
Project No. (P220502)

The Scope of Work is as follows:

The Project involves performing bores on various roadways in St. Charles Parish and creating reports to St. Charles Parish of said results.

All work shall be issued through task order.

**ATTACHMENT "B"**  
**PROJECT SCHEDULE**

ROADWAY BORING - 2022  
Project No. (P220502)

Project Schedule:

Each Task Order shall be completed within 30 days of Notice to Proceed.

**ATTACHMENT “C”  
PROJECT COMPENSATION**

ROADWAY BORING - 2022  
Project No. (P220502)

Project Cost:

For performance of the testing surveying services the OWNER shall authorize and pay the CONSULTANT in a Not to Exceed cost of \$85,000.00 through all Task Orders.

Pricing for all work shall be according to page 7 of a proposal dated March 31, 2022 as follows:

Task	Fee per <u>Core Location</u>
Private Utility Locate <sup>2</sup> , Subsurface Exploration, Laboratory Testing, Geotechnical Data & Reporting	\$500 <sup>1</sup>
Traffic Control, per day (if required)	\$2,300

1. Minimum charge of ten core locations per mobilization
2. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment to scan the immediate area, typically 10x10 feet, around our boring locations, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities. No mapping or other SUE related locating services is included in this scope.

Standby in excess of 1 hour for site access delays (caused by others) will be invoiced at \$350/hour.

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Hydrovac Soft Dig Utility Clearance	Cost +15%	
Plans and Specifications Review	\$500	
Construction Materials Testing Services	TBD	





**CORPORATE ACKNOWLEDGEMENT OF AUTHORITY**

Please be advised that Zack L. Dial is the Office Manager for the New Orleans office of Terracon Consultants, Inc. Mr. Dial is authorized to execute contracts on behalf of Terracon Consultants, Inc. for services to be provided by Terracon Consultants, Inc.

\_\_\_\_\_  
Patrick L. Courtney, Assistant Corporate Secretary

May 17, 2022

\_\_\_\_\_  
Date



## CORPORATE RESOLUTION OF AUTHORITY

I Patrick L. Courtney, the undersigned Assistant Corporate Secretary of Terracon Consultants, Inc., ("The Corporation") hereby certifies that: The Corporation is duly organized and existing under the laws of the State of Delaware and the following is true, accurate and a complete transcript of a resolution contained in the minute book of the Board of Directors of said Corporation duly held on the 5th day of January, 2022, at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceedings of said meeting were in accordance with the charter and by-laws of said Corporation and that said resolutions have not been amended or revoked and are in full force and effect:

Resolved, that Richard M. Simon is a Vice President and Regional Manager of Terracon Consultants, Inc., and he is hereby authorized and empowered to sign proposals or contracts for services on behalf of said Corporation, and to take such steps, and do such other acts and things, as in his judgment may be necessary, appropriate or desirable in connection with any proposal submitted or any contract for services.

Witness my hand and seal of the Corporation this 17<sup>th</sup> day of May, 2022.



---

Patrick L. Courtney  
Assistant Corporate Secretary  
Terracon Consultants, Inc.





# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
www.stcharlesparish.gov

## Legislation Details

**File #:** 2022-0170    **Version:** 1    **Name:** Professional Services Agreement w/Hartman Engineering, Inc., to perform engineering services for Lemoine Lane, Hirsch Street and St. Mark Street Drainage Improvements Project (Project No. P220201)

**Type:** Ordinance    **Status:** Introduced For Public Hearing

**File created:** 6/6/2022    **In control:** Parish Council

**On agenda:** 6/6/2022    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of a Professional Services Agreement with Hartman Engineering, Inc., to perform engineering services for Lemoine Lane, Hirsch Street and St. Mark Street Drainage Improvements Project (Project No. P220201), in the amount not to exceed \$194,931.00.

**Sponsors:** Matthew Jewell, Department of Public Works

**Indexes:**

**Code sections:**

**Attachments:** [2022-0170 Lemoine Lane CORRECTED P220201 - Ama Ditch- MDP Improvements Professional](#)  
[2022-0170 Lemoine Lane 2022 HEI Rate Schedule C-1](#)  
[2022-0170 Lemoine Lane 2022 HEI Corporate Resolution](#)

Date	Ver.	Action By	Action	Result
6/6/2022	1	Parish President	Introduced	

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and HARTMAN ENGINEERING, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for LEMOINE LANE, HIRSCH STREET AND ST. MARK STREET DRAINAGE IMPROVEMENTS Project No. P220201 as described in Ordinance No. \_\_\_\_\_ which is attached hereto and made a part hereof.

## 1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

## 2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

LEMOINE LANE, HIRSCH STREET AND ST. MARK STREET DRAINAGE  
IMPROVEMENTS  
Project No. P220201

- 2.2 The Project consist of the scope of services and work as defined in Attachment “A” hereto.
- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment “B” hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

### **3.0 SERVICES OF CONSULTANT**

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner’s professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment “A”.

### **4.0 OWNERSHIP OF DOCUMENTS**

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be

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

### **14.0 WARRANTY**

- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.
- 14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

### **15.0 EXCLUSIVE JURISDICTION AND VENUE**

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

### **16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS**

CONSULTANT further agrees to comply with all federal and state laws, including those identified in Attachment "D".

### **17.0 OTHER**

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

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

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

ST. CHARLES PARISH

\_\_\_\_\_

By: Matthew Jewell  
Parish President

\_\_\_\_\_

Date:

HARTMAN ENGINEERING, INC.

\_\_\_\_\_

By: Jared B. Monceaux, P.E.  
President

\_\_\_\_\_

Date:

**ATTACHMENT “A”  
PROJECT SCOPE**

LEMOINE LANE, HIRSCH STREET AND ST. MARK STREET DRAINAGE  
IMPROVEMENTS  
Project No. (P220201)

The Scope of Work is as follows:

The design includes increasing capacity of the ditches along Lemoine Lane, Hirsch Street and St. Mark Street in Ama. This project was listed as a high priority recommendation from the completed Master Drainage Plan for the Ama Watershed.

**PART 1 – BASIC SERVICES**

A. **PRELIMINARY DESIGN PHASE**

Upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, and outline specifications. Visit the Site, as needed, to prepare the Preliminary Design Phase documents.
- b. Coordinate all surveys and other investigations (see Additional Services) as may be required to prepare construction plans. Investigations and/or surveys shall locate existing utilities (private and public) affected by the project and shall locate and define such utilities sufficiently in the event that utilities have to be relocated.
- c. Prepare a program of borings and other soil investigations that may be required.
- d. Provide written notice to all utility companies (private and public) about the project and request utility “as-built” information from them.
- e. Advise OWNER if additional reports, data, information, and/or services not already identified in the Conceptual Phase which are necessary and assist OWNER in obtaining such reports, data, information, and/or services.
- f. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.
- g. Obtain and review OWNER’s contract documents and OWNER specifications for inclusion within the final contract, plans and specifications. CONSULTANT shall also consult with OWNER in regards to OWNER policies and practices in regard to contract administration and construction management.
- h. Furnish three review copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT’s

services under the Preliminary Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Preliminary Design Phase documents and opinion of probable Construction Cost.

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. BID PHASE

Upon acceptance by OWNER of the Final Drawings, Specifications, the most recent opinion of probable Construction Cost, and upon written authorization by OWNER to proceed, CONSULTANT shall:

- a. Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORS, and, where applicable, maintain a

record of prospective CONTRACTORS to which documents have been issued, pre-bid conferences, if any, and receive and process CONTRACTOR deposits or charges for the issued documents.

- b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- c. Consult with OWNER as to the qualifications of prospective CONTRACTORS. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORS, for those portions of the Work as to which review of qualifications is required by the issued documents.
- d. If the issued documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective CONTRACTORS.
- e. Attend the bid opening, prepare bid tabulation sheets and recommendation of award to meet OWNER's schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.
- f. The Bid Phase will be considered complete upon commencement of the Construction Phase.

D. CONSTRUCTION PHASE

Upon successful completion of the Bid Phase and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
- c. Establish construction monuments, project baseline, and benchmarks as necessary.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.
- f. Verify and approve CONTRACTOR's Applications for Payment and schedules (Progress Schedules, Schedule of Submittals, and Schedule of Values) and submit to the OWNER.

- g. Prepare progress reports for the OWNER when requested and coordinate monthly progress meetings between OWNER, CONTRACTOR, CONSULTANT, and inspector, as necessary throughout the duration of the project.
- h. Review shop drawings and sampled for conformance with the design concept of the project and for compliance with the result required in the Contract Documents. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by CONTRACTOR.
- i. Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.
- j. Attend Council meetings and other meetings necessary to discuss issues associated with the project.
- k. Record Drawings: The CONSULTANT shall furnish reproducible “RECORD” drawings, based on information provided by the CONTRACTOR, both printed on full size paper as well as electronically via AutoCAD.
- l. Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents
- m. Make visits to the Site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR’s executed Work.
- n. Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List. Perform final inspection and make a recommendation for acceptance.
- o. The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by CONSULTANT for final payment to CONTRACTORS.

## **PART 2 – ADDITIONAL SERVICES**

### **A. SURVEY**

CONSULTANT shall obtain a contract with a Licensed Professional Surveyor to complete the work as outlined in the scope of survey work the CONSULTANT developed in the Preliminary Design Phase of the project. The survey’s purpose is to locate all existing features both manmade and natural features, both above ground and subsurface within the project limits. The survey shall include the following elements:

- 1. Established baselines and temporary benchmarks along the project corridor and specified datums used,



2. Utilities as shown after contacting Louisiana One Call,
3. Descriptions, locations, depths, and sizes of all pipes within the project,
4. Descriptions, locations, diameters of all trees within the project,
5. Ground elevations within the project limits to properly develop contours,
6. Locations of all buildings, fences, and other structures,
7. Cross sections along roadways at 100-foot intervals minimum,
8. Cross sections along ditches at 50-foot intervals minimum,
9. Locations of all apparent rights-of-way and servitudes.

Survey shall be submitted to the Parish both in PDF and CAD format.

Data Collection and Processing:

1. Spatial data collected for projects shall be referenced to the updated NAD83 and NAVD88 reference datums established by NOAA (National Oceanic and Atmospheric Administration). Monumentation shall be set in an area outside the construction limits so as not to be disturbed during the construction phase. Existing control monumentation located within the vicinity may be used in lieu of setting new monuments. Field observations data must be processed and delivered to the Parish and comply with the specific deliverables requirements defined below.

Project Control:

1. Information on project control monuments that are applicable to the survey/project limits shall be provided by contractors, designers, engineers, or surveyors. This documentation should be labeled or clearly defined as Datum and Control.
2. Monument documentation must include source documentation such as Report of Survey Mark or NGS (National Geodetic Survey) Data Sheet and should remain in its original format as well as retain its original name as provided by the source. Monument maps may be scanned and the electronic scan treated as the source. PDF is the preferred format for scanned monument maps, although jpg and tif files are also acceptable.
3. All existing monuments used in the establishment of the project control network must have documentation as described above.
4. The Surveyor shall acquire the elevation and datum of all bench marks to be use in the survey. The elevation used shall be based on the updated NAD83 and NAVD88 reference datums.

Survey Data Deliverables:

1. A complete survey package as described below must be submitted by assembling all the appropriate electronic information used to conduct the survey. These documents should indicate the following (where applicable) for project control monuments:
  - a. Designation - the “name” of the mark used.
  - b. CORS Identifier - the mark is either a Continuously Operational Reference Station (CORS) or is associated with one.
  - c. PID - Permanent Identifier
  - d. GEOID – Geoid model used (ex. 12B)
  - e. Epoch – ex. 2010
  - f. Latitude/Longitude – X,Y; Northing/Easting; State Plane Louisiana South FIPS1702 (Feet)
  - g. Orthometric Height – Z (Feet)
  - h. Horizontal Datum – ex. coordinates in North American Datum (NAD 1983)
  - i. Vertical Datum – ex. North American Vertical Datum (NAVD 88) elevation (if measured)
  - j. Horizontal and vertical accuracy
  - k. Units
  - l. Scale factor

**B. GEOTECHNICAL INVESTIGATION**

CONSULTANT shall obtain a contract with a Licensed Louisiana Geotechnical firm to complete the work as outlines in the scope of geotechnical work the CONSULTANT developed in the Preliminary Design Phase of the project. The geotechnical investigation purpose is to determine the properties of the soil in the project area. The geotechnical investigation shall include the following elements:

1. (1) one to (2) two undisturbed soil borings located within proximity to the project location
2. The borings are to be classified and analyzed as necessary in accordance with accepted industry practices for foundation design
3. Subsurface exploration data to include soil profile, exploration logs, lab or in-situ test results, and ground water conditions

4. Engineering recommendations for design such as pile depth, sheet pile design, etc. and recommendations to be project specific
5. The boreholes are to be backfilled and road surfaces patched in accordance with DOTD requirements (Purple book or later).

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:

1. Wetland Delineation, submitting for a Jurisdictional Determination of any wetlands
2. U.S. Army Corps of Engineers (Section 404 permit)
3. LA Wildlife & Fisheries (Scenic Rivers permit)
4. LA Department of Health (LDH)
5. LA Department of Environmental Quality (LDEQ)
6. Cultural Resources

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. RESIDENT PROJECT REPRESENTATIVE (RPR)

CONSULTANT shall furnish a Resident Project Representative (“RPR”), at the request of the OWNER to assist CONSULTANT in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is CONSULTANT’s representative at the Site and will act as directed by and under the supervision of CONSULTANT.

The duties and responsibilities of the RPR are as follows:

1. RPR’s dealings in matters pertaining to the Work in general shall be with CONSULTANT and CONTRACTOR. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of CONSULTANT.
2. Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability of such schedules.
3. Attend meetings such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.

4. Comply with Site safety programs.
5. Serve as CONSULTANT's liaison with CONTRACTOR. Assist CONSULTANT in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's On-Site operations.
6. Report to CONSULTANT whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed, and replaced, or accepted as provided in the Construction Contract Documents.
7. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that CONTRACTOR maintains adequate records thereof. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
8. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
9. Immediately inform CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
10. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
11. Participate in CONSULTANT's and OWNER's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
12. Observe whether all items on the final punch list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
13. Resident Project Representative shall not:
  - a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

- b. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.
- c. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CONTRACTOR.
- d. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.

**ATTACHMENT “B”  
PROJECT SCHEDULE**

LEMOINE LANE, HIRSCH STREET AND ST. MARK STREET DRAINAGE  
IMPROVEMENTS  
Project No. (P220201)

The CONSULTANT shall complete the following phases of the project within the number of days shown after Notices to Proceed:

	<u>Number of Days to Complete</u>
Preliminary Design Phase	30
Final Design Phase	60
Bid Phase	45
Construction Phase	90

Time for Completion

1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT’s services is impaired, or CONSULTANT’s services are delayed or suspended, then the time for completion of CONSULTANT’s services shall be adjusted equitably.
2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT’s services, then the time for completion of CONSULTANT’s services, and the rates and amounts of CONSULTANT’s compensation, shall be adjusted equitably.
3. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

**ATTACHMENT "C"**  
**PROJECT COMPENSATION**

LEMOINE LANE, HIRSCH STREET AND ST. MARK STREET DRAINAGE  
IMPROVEMENTS  
Project No. (P220201)

OWNER shall pay CONSULTANT on a Not to Exceed basis for Basic Services set forth in Attachment A as follows:

- a. The total compensation for basic services as described in Attachment A is estimated to be \$108,240.00 based on the following estimated distribution of compensation:
  - 1. Preliminary Design Phase (25%)                      \$27,060.00
  - 2. Final Design Phase (45%)                              \$48,708.00
  - 3. Bid Phase (5%)    \$5,412.00
  - 4. Construction Phase (25%)                              \$27,060.00
- b. CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.
- d. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.
- e. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

OWNER shall pay CONSULTANT on a Not to Exceed basis for Additional Services set forth in Attachment A as follows:

- a. Surveying    \$31,560.00
- b. Geotechnical Investigation                              \$9,381.00
- c. Permitting    TBD

OWNER shall pay CONSULTANT for Resident Project Representative Basic Services as follows:

1. Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D of Attachment A, a total amount of \$45,750.00, at the hourly rate as listed in Attachment C-1.
2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a 90-day construction schedule.



**ATTACHMENT D**  
**Compliance Provisions for Federally Assisted Professional Services Contracts**

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2. CERTIFICATION OF NONSEGREGATED FACILITIES
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5. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
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EQUIPMENT OR SERVICES (2 C.F.R. § 200.216) - Applies to all contracts

**1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in

accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to contracts and subcontracts in excess of \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where he/she has obtained identical certifications from proposed Subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where

proposed subcontractors have submitted identical certifications for specific time periods).

*NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually or annually).*

*NOTE: Whoever knowingly or willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.*

### **3. CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs and activities receiving federal financial assistance.

### **4. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

(Applicable to contracts and subcontracts over \$10,000)

#### **AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS**

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the

Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**5. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with a disability in the United States shall, solely by reason of his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**6. AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**7. ACCESS TO RECORDS - MAINTENANCE OF RECORDS**

The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, St. Charles Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the Contractor and St. Charles Parish, respectively, for a period of five (5) years from the date of submission of the grantee's final expenditure report.

**8. INSPECTION**

The authorized representative and agents of the State of Louisiana and the Federal agency providing the assistance for this contract shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

**9. REPORTING REQUIREMENTS**

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

**10. CONFLICT OF INTEREST**

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**11. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**

(Applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

**12. PATENTS**

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design, device, or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

**13. COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might



be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

**14. TERMINATION FOR CAUSE**

(Applicable to all contracts in excess of \$10,000)

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

**15. TERMINATION FOR CONVENIENCE**

(Applicable to all contracts in excess of \$10,000)

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

**16. ENERGY EFFICIENCY**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan (LA R.S. 40:1730.49) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended).

**17. SUBCONTRACTS**

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or

indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

**18. UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS**

All contractors and sub-contractors must have an active UEI Number, as verified on <https://www.sam.gov>, prior to the award of the contract and maintain an active SAM registration with current information at all times during which it has a contract funded by federal assistance.

**19. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of the provisions of E.O.s 12549 and 12689. To ascertain whether a Contractor or Subcontractor has been excluded from participating in a contract or subcontract receiving Federal financial assistance, a search of excluded parties can be conducted using the System for Award Management provided by the General Services Administration at <https://www.sam.gov>.

The Contractor must notify the Owner in the event of it and its Subcontractors being debarred, suspended, or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of a contract.

Upon notice of debarment, suspension, or declaration of ineligibility, the Contractor and/or its Subcontractors is/are ineligible to enter into contracts with the Owner, any department, or agency of the Federal Government. The Owner reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this contract according to the terms of this section.

**20. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this

contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**22. CHANGES**

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

**23. PERSONNEL**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

**24. ASSIGNABILITY**

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

**25. INTEREST OF CONTRACTOR**

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

**26. POLITICAL ACTIVITY**

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

**27. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

**28. DISCRIMINATION DUE TO BELIEFS**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

**29. CONFIDENTIAL FINDINGS**

All of the reports, information, data, etc., prepared or assembled by the contractor under this contract are confidential, and the contractor agrees that they shall not be made available to any individual or organization without prior written approval of the owner.

**30. LOBBYING**

The Contractor certifies, to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**31. DRUG-FREE WORKPLACE**

(Applicable to all contracts in excess of Simplified Acquisition Threshold (\$250,000))

The Contractor and its Subcontractors will comply with the Drug-Free Workplace Act of 1988, as amended, in accordance with 48 FAR 23.500 *et seq.*, and 48 CFR 52.223-6. The Contractor, if other than an [individual](#), shall - within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration

—

- A. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establish an ongoing drug-free awareness program to inform such employees about - The dangers of drug abuse in the workplace; The contractor's policy of maintaining a drug-free workplace; Any available drug counseling, rehabilitation, and employee assistance programs; and The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (A) of this clause;
- D. Notify such employees in writing in the statement required by subparagraph (A) of this clause that, as a condition of continued employment on this contract, the employee will abide by the terms of the statement; and Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- E. Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (D) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- F. Within 30 days after receiving notice under subdivision (D) of this clause of a

conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

Taking appropriate personnel action against such employee, up to and including termination; or Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

- G. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (A) through (F) of this clause.
- H. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- I. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

**32. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (2 C.F.R. § 200.216)**

(Applies to all contracts)

- A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- B. Prohibitions.
  - 1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - 2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or

loan guarantee funds from the Federal Emergency Management Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

1. This clause does not prohibit contractors from providing—
  - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
  - i. Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
  - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
    - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- E. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”



# Hartman Engineering, Inc.

*Consulting Engineers*

## STANDARD HOURLY RATES SCHEDULE

### A. STANDARD HOURLY RATES

1. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin of profit.
2. The Standard Hourly Rates will be adjusted annually to reflect equitable changes in the compensation payable to ENGINEER.

### B. SCHEDULE

Hourly rates for services performed on or after the date of the AGREEMENT are:

Category	Billing Rate
Principal.....	\$285.00
Sr. Professional/Supervisor Engineer.....	\$185.00
Professional Engineer II.....	\$160.00
Professional Engineer I.....	\$150.00
Engineer Intern (Pre-Professional).....	\$ 95.00
Sr. Technician/Designer.....	\$100.00
CAD Technician.....	\$ 95.00
Construction Manager).....	\$130.00
Sr. Construction Inspector.....	\$ 85.00
Construction Inspector.....	\$ 80.00
Administrative/Clerical.....	\$ 80.00

The above hourly billing rates may be updated no more than once per year from the date of execution of this AGREEMENT.

## CORPORATE RESOLUTION

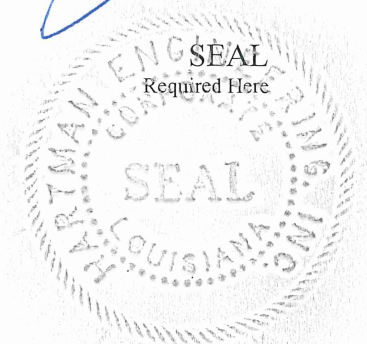
BE IT RESOLVED by the Board of Directors of Hartman Engineering, Inc., a corporation organized and existing under the laws of the State of Louisiana, and domiciled in the City of Kenner, that B.K. Sneed, CEO, and/or Jared B. Monceaux, P.E., President of the Corporation, be, and are hereby authorized and empowered to execute any and all contracts and other transactions of whatever kind on behalf of the Corporation for engineering consulting services.

### CERTIFICATE

I, Patricia Ann Casey, Secretary/Treasurer of Hartman Engineering, Inc. do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the 12<sup>th</sup> day of March, 2021; that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTOMONY WHEREOF, I have hereunto set my hand and the seal of said corporation this 17<sup>th</sup> day of January, 2022.

  
\_\_\_\_\_  
Patricia Ann Casey, Secretary/Treasurer





# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
www.stcharlesparish.gov

## Legislation Details

**File #:** 2022-0171    **Version:** 1    **Name:** Professional Services Agreement w/Hartman Engineering, Inc., to perform engineering services for U.P. Railroad Drainage Ditch & Outfall Improvements Project (Project No. P220205)

**Type:** Ordinance    **Status:** Introduced For Public Hearing

**File created:** 6/6/2022    **In control:** Parish Council

**On agenda:** 6/6/2022    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of a Professional Services Agreement with Hartman Engineering, Inc., to perform engineering services for U.P. Railroad Drainage Ditch & Outfall Improvements Project (Project No. P220205), in the amount not to exceed \$194,931.00.

**Sponsors:** Matthew Jewell, Department of Public Works

**Indexes:**

**Code sections:**

**Attachments:** [2022-0171 UP Railroad CORRECTED P220205 - Ama UP MDP Improvements Professional Services](#)  
[2022-0171 UP Railroad 2022\\_HEI Rate Schedule C-1](#)  
[2022-0171 UP Railroad 2022\\_HEI Corporate Resolution](#)

Date	Ver.	Action By	Action	Result
6/6/2022	1	Parish President	Introduced	

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and HARTMAN ENGINEERING, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for U.P. RAILROAD DRAINAGE DITCH & OUTFALL IMPROVEMENTS Project No. P220205 as described in Ordinance No. \_\_\_\_\_ which is attached hereto and made a part hereof.

## 1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

## 2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

U.P. RAILROAD DRAINAGE DITCH & OUTFALL IMPROVEMENTS  
Project No. P220205

2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.

- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment “B” hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

### **3.0 SERVICES OF CONSULTANT**

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner’s professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment “A”.

### **4.0 OWNERSHIP OF DOCUMENTS**

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

- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

## **5.0 SUPPLEMENTARY SERVICES**

The Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Consultant in writing.

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey
- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

## **6.0 DEFECTIVE WORK**

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

## **7.0 NOTICE TO PROCEED**

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Consultant will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

## **8.0 PAYMENTS**

8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.

8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.

8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29<sup>th</sup> Judicial District Court of St. Charles Parish, State of Louisiana.

8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
  - b. Timesheets for all hours invoiced.
  - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
  - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For *Supplementary Services* described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

## **9.0 BUDGET LIMITATIONS**

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.



If no bid is received within the budget limitation and a redesign of the project is required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

## **10.0 FUNDS**

No work shall be authorized until funds are established for each individual task.

## **11.0 TERMINATION OR SUSPENSION**

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

## **12.0 INSURANCE**

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death

shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.

- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

### **13.0 INDEMNIFICATION**

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

## **14.0 WARRANTY**

- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.
- 14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

## **15.0 EXCLUSIVE JURISDICTION AND VENUE**

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

## **16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS**

CONSULTANT further agrees to comply with federal and state laws, including those identified in Attachment "D".

## **17.0 OTHER**

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

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

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

ST. CHARLES PARISH

\_\_\_\_\_

By: Matthew Jewell  
Parish President

\_\_\_\_\_

Date:

HARTMAN ENGINEERING, INC.

\_\_\_\_\_

By: Jared B. Monceaux, P.E.  
President

\_\_\_\_\_

Date:

**ATTACHMENT “A”  
PROJECT SCOPE**

U.P. RAILROAD DRAINAGE DITCH & OUTFALL IMPROVEMENTS  
Project No. (P220205)

The Scope of Work is as follows:

The design includes increasing capacity of both the northern ditch and culvert crossing for the Union Pacific Railroad that passes through the watershed. This project was listed as a high priority recommendation from the completed Master Drainage Plan for the Ama Watershed.

**PART 1 – BASIC SERVICES**

A. **PRELIMINARY DESIGN PHASE**

Upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, and outline specifications. Visit the Site, as needed, to prepare the Preliminary Design Phase documents.
- b. Coordinate all surveys and other investigations (see Additional Services) as may be required to prepare construction plans. Investigations and/or surveys shall locate existing utilities (private and public) affected by the project and shall locate and define such utilities sufficiently in the event that utilities have to be relocated.
- c. Prepare a program of borings and other soil investigations that may be required.
- d. Provide written notice to all utility companies (private and public) about the project and request utility “as-built” information from them.
- e. Advise OWNER if additional reports, data, information, and/or services not already identified in the Conceptual Phase which are necessary and assist OWNER in obtaining such reports, data, information, and/or services.
- f. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.
- g. Obtain and review OWNER’s contract documents and OWNER specifications for inclusion within the final contract, plans and specifications. CONSULTANT shall also consult with OWNER in regards to OWNER policies and practices in regard to contract administration and construction management.
- h. Furnish three review copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT’s

services under the Preliminary Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Preliminary Design Phase documents and opinion of probable Construction Cost.

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. BID PHASE

Upon acceptance by OWNER of the Final Drawings, Specifications, the most recent opinion of probable Construction Cost, and upon written authorization by OWNER to proceed, CONSULTANT shall:

- a. Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORS, and, where applicable, maintain a

record of prospective CONTRACTORS to which documents have been issued, pre-bid conferences, if any, and receive and process CONTRACTOR deposits or charges for the issued documents.

- b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- c. Consult with OWNER as to the qualifications of prospective CONTRACTORS. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORS, for those portions of the Work as to which review of qualifications is required by the issued documents.
- d. If the issued documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective CONTRACTORS.
- e. Attend the bid opening, prepare bid tabulation sheets and recommendation of award to meet OWNER's schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.
- f. The Bid Phase will be considered complete upon commencement of the Construction Phase.

D. CONSTRUCTION PHASE

Upon successful completion of the Bid Phase and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
- c. Establish construction monuments, project baseline, and benchmarks as necessary.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.
- f. Verify and approve CONTRACTOR's Applications for Payment and schedules (Progress Schedules, Schedule of Submittals, and Schedule of Values) and submit to the OWNER.

- g. Prepare progress reports for the OWNER when requested and coordinate monthly progress meetings between OWNER, CONTRACTOR, CONSULTANT, and inspector, as necessary throughout the duration of the project.
- h. Review shop drawings and sampled for conformance with the design concept of the project and for compliance with the result required in the Contract Documents. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by CONTRACTOR.
- i. Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.
- j. Attend Council meetings and other meetings necessary to discuss issues associated with the project.
- k. Record Drawings: The CONSULTANT shall furnish reproducible “RECORD” drawings, based on information provided by the CONTRACTOR, both printed on full size paper as well as electronically via AutoCAD.
- l. Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents
- m. Make visits to the Site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR’s executed Work.
- n. Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List. Perform final inspection and make a recommendation for acceptance.
- o. The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by CONSULTANT for final payment to CONTRACTORS.

## **PART 2 – ADDITIONAL SERVICES**

### **A. SURVEY**

CONSULTANT shall obtain a contract with a Licensed Professional Surveyor to complete the work as outlined in the scope of survey work the CONSULTANT developed in the Preliminary Design Phase of the project. The survey’s purpose is to locate all existing features both manmade and natural features, both above ground and subsurface within the project limits. The survey shall include the following elements:

- 1. Established baselines and temporary benchmarks along the project corridor and specified datums used,



2. Utilities as shown after contacting Louisiana One Call,
3. Descriptions, locations, depths, and sizes of all pipes within the project,
4. Descriptions, locations, diameters of all trees within the project,
5. Ground elevations within the project limits to properly develop contours,
6. Locations of all buildings, fences, and other structures,
7. Cross sections along roadways at 100-foot intervals minimum,
8. Cross sections along ditches at 50-foot intervals minimum,
9. Locations of all apparent rights-of-way and servitudes.

Survey shall be submitted to the Parish both in PDF and CAD format.

Data Collection and Processing:

1. Spatial data collected for projects shall be referenced to the updated NAD83 and NAVD88 reference datums established by NOAA (National Oceanic and Atmospheric Administration). Monumentation shall be set in an area outside the construction limits so as not to be disturbed during the construction phase. Existing control monumentation located within the vicinity may be used in lieu of setting new monuments. Field observations data must be processed and delivered to the Parish and comply with the specific deliverables requirements defined below.

Project Control:

1. Information on project control monuments that are applicable to the survey/project limits shall be provided by contractors, designers, engineers, or surveyors. This documentation should be labeled or clearly defined as Datum and Control.
2. Monument documentation must include source documentation such as Report of Survey Mark or NGS (National Geodetic Survey) Data Sheet and should remain in its original format as well as retain its original name as provided by the source. Monument maps may be scanned and the electronic scan treated as the source. PDF is the preferred format for scanned monument maps, although jpg and tif files are also acceptable.
3. All existing monuments used in the establishment of the project control network must have documentation as described above.
4. The Surveyor shall acquire the elevation and datum of all bench marks to be use in the survey. The elevation used shall be based on the updated NAD83 and NAVD88 reference datums.

### Survey Data Deliverables:

1. A complete survey package as described below must be submitted by assembling all the appropriate electronic information used to conduct the survey. These documents should indicate the following (where applicable) for project control monuments:
  - a. Designation - the “name” of the mark used.
  - b. CORS Identifier - the mark is either a Continuously Operational Reference Station (CORS) or is associated with one.
  - c. PID - Permanent Identifier
  - d. GEOID – Geoid model used (ex. 12B)
  - e. Epoch – ex. 2010
  - f. Latitude/Longitude – X,Y; Northing/Easting; State Plane Louisiana South FIPS1702 (Feet)
  - g. Orthometric Height – Z (Feet)
  - h. Horizontal Datum – ex. coordinates in North American Datum (NAD 1983)
  - i. Vertical Datum – ex. North American Vertical Datum (NAVD 88) elevation (if measured)
  - j. Horizontal and vertical accuracy
  - k. Units
  - l. Scale factor

### B. GEOTECHNICAL INVESTIGATION

CONSULTANT shall obtain a contract with a Licensed Louisiana Geotechnical firm to complete the work as outlines in the scope of geotechnical work the CONSULTANT developed in the Preliminary Design Phase of the project. The geotechnical investigation purpose is to determine the properties of the soil in the project area. The geotechnical investigation shall include the following elements:

1. (1) one to (2) two undisturbed soil borings located within proximity to the project location
2. The borings are to be classified and analyzed as necessary in accordance with accepted industry practices for foundation design
3. Subsurface exploration data to include soil profile, exploration logs, lab or in-situ test results, and ground water conditions

4. Engineering recommendations for design such as pile depth, sheet pile design, etc. and recommendations to be project specific
5. The boreholes are to be backfilled and road surfaces patched in accordance with DOTD requirements (Purple book or later).

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:

1. Wetland Delineation, submitting for a Jurisdictional Determination of any wetlands
2. U.S. Army Corps of Engineers (Section 404 permit)
3. LA Wildlife & Fisheries (Scenic Rivers permit)
4. LA Department of Health (LDH)
5. LA Department of Environmental Quality (LDEQ)
6. Cultural Resources

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. RESIDENT PROJECT REPRESENTATIVE (RPR)

CONSULTANT shall furnish a Resident Project Representative (“RPR”), at the request of the OWNER to assist CONSULTANT in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is CONSULTANT’s representative at the Site and will act as directed by and under the supervision of CONSULTANT.

The duties and responsibilities of the RPR are as follows:

1. RPR’s dealings in matters pertaining to the Work in general shall be with CONSULTANT and CONTRACTOR. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of CONSULTANT.
2. Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability of such schedules.
3. Attend meetings such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.

4. Comply with Site safety programs.
5. Serve as CONSULTANT's liaison with CONTRACTOR. Assist CONSULTANT in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's On-Site operations.
6. Report to CONSULTANT whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed, and replaced, or accepted as provided in the Construction Contract Documents.
7. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that CONTRACTOR maintains adequate records thereof. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
8. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
9. Immediately inform CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
10. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
11. Participate in CONSULTANT's and OWNER's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
12. Observe whether all items on the final punch list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
13. Resident Project Representative shall not:
  - a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

- b. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.
- c. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CONTRACTOR.
- d. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.

**ATTACHMENT “B”  
PROJECT SCHEDULE**

U.P. RAILROAD DRAINAGE DITCH & OUTFALL IMPROVEMENTS  
Project No. (P220205)

The CONSULTANT shall complete the following phases of the project within the number of days shown after Notices to Proceed:

	<u>Number of Days to Complete</u>
Preliminary Design Phase	30
Final Design Phase	60
Bid Phase	45
Construction Phase	90

Time for Completion

1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT’s services is impaired, or CONSULTANT’s services are delayed or suspended, then the time for completion of CONSULTANT’s services shall be adjusted equitably.
2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT’s services, then the time for completion of CONSULTANT’s services, and the rates and amounts of CONSULTANT’s compensation, shall be adjusted equitably.
3. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

**ATTACHMENT “C”  
PROJECT COMPENSATION**

U.P. RAILROAD DRAINAGE DITCH & OUTFALL IMPROVEMENTS  
Project No. (P220205)

OWNER shall pay CONSULTANT on a Not to Exceed basis for Basic Services set forth in Attachment A as follows:

- a. The total compensation for basic services as described in Attachment A is estimated to be \$108,240.00 based on the following estimated distribution of compensation:
  1. Preliminary Design Phase (25%)                      \$27,060.00
  2. Final Design Phase (45%)                              \$48,708.00
  3. Bid Phase (5%)    \$5,412.00
  4. Construction Phase (25%)                              \$27,060.00
- b. CONSULTANT may, with OWNER’s consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c. The amounts billed for CONSULTANT’s services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT’s employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT’s SUBCONSULTANT’s charges.
- d. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT’s SUBCONSULTANT’s charges.
- e. CONSULTANT’s Standard Hourly Rates are attached to this Agreement as Attachment C-1.

OWNER shall pay CONSULTANT on a Not to Exceed basis for Additional Services set forth in Attachment A as follows:

- a. Surveying    \$31,560.00
- b. Geotechnical Investigation    \$9,381.00
- c. Permitting    TBD

OWNER shall pay CONSULTANT for Resident Project Representative Basic Services as follows:

1. Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D of Attachment A, a total amount of \$45,750.00, at the hourly rate as listed in Attachment C-1.
2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a 90-day construction schedule.



**ATTACHMENT D**  
**Compliance Provisions for Federally Assisted Professional Services Contracts**

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EQUIPMENT OR SERVICES (2 C.F.R. § 200.216) - Applies to all contracts

**1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in

accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to contracts and subcontracts in excess of \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where he/she has obtained identical certifications from proposed Subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where

proposed subcontractors have submitted identical certifications for specific time periods).

*NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually or annually).*

*NOTE: Whoever knowingly or willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.*

### **3. CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs and activities receiving federal financial assistance.

### **4. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

(Applicable to contracts and subcontracts over \$10,000)

#### **AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS**

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the

Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**5. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with a disability in the United States shall, solely by reason of his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**6. AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**7. ACCESS TO RECORDS - MAINTENANCE OF RECORDS**

The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, St. Charles Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the Contractor and St. Charles Parish, respectively, for a period of five (5) years from the date of submission of the grantee's final expenditure report.

**8. INSPECTION**

The authorized representative and agents of the State of Louisiana and the Federal agency providing the assistance for this contract shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

**9. REPORTING REQUIREMENTS**

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

**10. CONFLICT OF INTEREST**

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**11. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**

(Applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

**12. PATENTS**

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design, device, or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

**13. COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might



be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

**14. TERMINATION FOR CAUSE**

(Applicable to all contracts in excess of \$10,000)

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

**15. TERMINATION FOR CONVENIENCE**

(Applicable to all contracts in excess of \$10,000)

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

**16. ENERGY EFFICIENCY**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan (LA R.S. 40:1730.49) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended).

**17. SUBCONTRACTS**

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or

indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

**18. UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS**

All contractors and sub-contractors must have an active UEI Number, as verified on <https://www.sam.gov>, prior to the award of the contract and maintain an active SAM registration with current information at all times during which it has a contract funded by federal assistance.

**19. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of the provisions of E.O.s 12549 and 12689. To ascertain whether a Contractor or Subcontractor has been excluded from participating in a contract or subcontract receiving Federal financial assistance, a search of excluded parties can be conducted using the System for Award Management provided by the General Services Administration at <https://www.sam.gov>.

The Contractor must notify the Owner in the event of it and its Subcontractors being debarred, suspended, or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of a contract.

Upon notice of debarment, suspension, or declaration of ineligibility, the Contractor and/or its Subcontractors is/are ineligible to enter into contracts with the Owner, any department, or agency of the Federal Government. The Owner reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this contract according to the terms of this section.

**20. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this

contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**22. CHANGES**

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

**23. PERSONNEL**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

**24. ASSIGNABILITY**

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

**25. INTEREST OF CONTRACTOR**

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

**26. POLITICAL ACTIVITY**

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

**27. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

**28. DISCRIMINATION DUE TO BELIEFS**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

**29. CONFIDENTIAL FINDINGS**

All of the reports, information, data, etc., prepared or assembled by the contractor under this contract are confidential, and the contractor agrees that they shall not be made available to any individual or organization without prior written approval of the owner.

**30. LOBBYING**

The Contractor certifies, to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**31. DRUG-FREE WORKPLACE**

(Applicable to all contracts in excess of Simplified Acquisition Threshold (\$250,000))

The Contractor and its Subcontractors will comply with the Drug-Free Workplace Act of 1988, as amended, in accordance with 48 FAR 23.500 *et seq.*, and 48 CFR 52.223-6. The Contractor, if other than an [individual](#), shall - within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration

—

- A. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establish an ongoing drug-free awareness program to inform such employees about - The dangers of drug abuse in the workplace; The contractor's policy of maintaining a drug-free workplace; Any available drug counseling, rehabilitation, and employee assistance programs; and The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (A) of this clause;
- D. Notify such employees in writing in the statement required by subparagraph (A) of this clause that, as a condition of continued employment on this contract, the employee will abide by the terms of the statement; and Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- E. Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (D) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- F. Within 30 days after receiving notice under subdivision (D) of this clause of a

conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

Taking appropriate personnel action against such employee, up to and including termination; or Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

- G. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (A) through (F) of this clause.
- H. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- I. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

**32. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (2 C.F.R. § 200.216)**

(Applies to all contracts)

- A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- B. Prohibitions.
  - 1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - 2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or

loan guarantee funds from the Federal Emergency Management Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

1. This clause does not prohibit contractors from providing—
  - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
  - i. Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
  - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
    - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- E. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”



# Hartman Engineering, Inc.

*Consulting Engineers*

## STANDARD HOURLY RATES SCHEDULE

### A. STANDARD HOURLY RATES

1. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin of profit.
2. The Standard Hourly Rates will be adjusted annually to reflect equitable changes in the compensation payable to ENGINEER.

### B. SCHEDULE

Hourly rates for services performed on or after the date of the AGREEMENT are:

Category	Billing Rate
Principal.....	\$285.00
Sr. Professional/Supervisor Engineer.....	\$185.00
Professional Engineer II.....	\$160.00
Professional Engineer I.....	\$150.00
Engineer Intern (Pre-Professional).....	\$ 95.00
Sr. Technician/Designer.....	\$100.00
CAD Technician.....	\$ 95.00
Construction Manager).....	\$130.00
Sr. Construction Inspector.....	\$ 85.00
Construction Inspector.....	\$ 80.00
Administrative/Clerical.....	\$ 80.00

The above hourly billing rates may be updated no more than once per year from the date of execution of this AGREEMENT.



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

**File #:** 2022-0172    **Version:** 1    **Name:** Professional Services Agreement with Linfield, Hunter & Junius, Inc., to perform engineering services for the New Sarpy Pump Station Improvements Project (Project No. P220203)

**Type:** Ordinance    **Status:** Introduced For Public Hearing

**File created:** 6/6/2022    **In control:** Parish Council

**On agenda:** 6/6/2022    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of a Professional Services Agreement with Linfield, Hunter & Junius, Inc., to perform engineering services for the New Sarpy Pump Station Improvements Project (Project No. P220203), in the lump sum amount of \$113,215.00.

**Sponsors:** Matthew Jewell, Department of Public Works

**Indexes:**

**Code sections:**

**Attachments:** [2022-0172 New Sarpy CORRECTED P220203 - New Sarpy Professional Services Contract & 2022-0172 New Sarpy P220203 - New Sarpy - Rate Sheet \(C-1\) & Corporate Resolution](#)

Date	Ver.	Action By	Action	Result
6/6/2022	1	Parish President	Introduced	

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and LINFIELD, HUNTER & JUNIUS, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for NEW SARPY PUMP STATION IMPROVEMENTS Project No. P220203 as described in Ordinance No. \_\_\_\_\_ which is attached hereto and made a part hereof.

## 1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

## 2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

NEW SARPY PUMP STATION IMPROVEMENTS  
Project No. P220203

- 2.2 The Project consist of the scope of services and work as defined in Attachment “A” hereto.
- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment “B” hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

### **3.0 SERVICES OF CONSULTANT**

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner’s professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment “A”.

## **4.0 OWNERSHIP OF DOCUMENTS**

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

## **5.0 SUPPLEMENTARY SERVICES**

The Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Consultant in writing.

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey

- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

## **6.0 DEFECTIVE WORK**

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

## **7.0 NOTICE TO PROCEED**

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Consultant will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

## **8.0 PAYMENTS**

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29<sup>th</sup> Judicial District Court of St. Charles Parish, State of Louisiana.

- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
  - b. Timesheets for all hours invoiced.
  - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
  - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For *Supplementary Services* described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

## **9.0 BUDGET LIMITATIONS**

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

## **10.0 FUNDS**

No work shall be authorized until funds are established for each individual task.

## **11.0 TERMINATION OR SUSPENSION**

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.



## 12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

### **13.0 INDEMNIFICATION**

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

### **14.0 WARRANTY**

- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.
- 14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

### **15.0 EXCLUSIVE JURISDICTION AND VENUE**

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

### **16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS**

CONSULTANT further agrees to comply with all federal and state laws, including those identified in Attachment "D".

### **17.0 OTHER**

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

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

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

ST. CHARLES PARISH

\_\_\_\_\_

By: Matthew Jewell  
Parish President

\_\_\_\_\_

Date:

LINFIELD, HUNTER & JUNIUS, INC.

\_\_\_\_\_

By: Robert E. Nockton, P.E.  
Vice President

\_\_\_\_\_

Date:

**ATTACHMENT “A”  
PROJECT SCOPE**

**NEW SARPY PUMP STATION IMPROVEMENTS  
Project No. (P220203)**

The Scope of Work is as follows:

This project is to investigate the upgrade options that are available to increase the pumping capacity of the New Sarpy Pump Station to approximately 250 cfs. Professional engineering services will be utilized to conduct a conceptual phase entailing an evaluation of the pump station, topographic and boundary survey, and a geotechnical investigation through a third-party contractor. This contract is to be amended at a later date to include Basic Design Services.

CONCEPTUAL PHASE

Upon written authorization from OWNER, CONSULTANT shall:

- a. Consult with OWNER to define and clarify OWNER’s requirements for the Project, including design objectives and constraints, permits, capacity and performance requirements, flexibility, expandability, and any budgetary limitations, and identify available data, reports, facilities plans, site evaluations, etc.; required for design.
- b. Identify potential solution(s) to meet OWNER’s Project requirements, as needed. Study and evaluate the potential solution(s) to meet OWNER’s Project requirements.
- c. Visit the Site, or potential Project sites, as needed, to review existing conditions and facilities.
- d. Develop a scope of work for additional professional services (i.e. survey, geotech, etc.) necessary for design.
- e. Prepare a report (the “Report”) which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and CONSULTANT’s recommended solution(s). For each recommended solution, CONSULTANT will provide the following, to include; but not limited to:
  1. Opinion of probable Construction Cost;
  2. The estimated total costs of design, professional, and related services to be provided by CONSULTANT and its SUBCONSULTANTS;
  3. A tabulation of other items and services included within the definition of Total Project Costs.

- f. Furnish three review copies of the Report to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT's services under the Conceptual Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Conceptual Report.

## **PART 1 – BASIC SERVICES**

### **A. PRELIMINARY DESIGN PHASE**

Upon written acceptance by OWNER of the Conceptual Report, selection by OWNER of a recommended solution, and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, and outline specifications. Visit the Site, as needed, to prepare the Preliminary Design Phase documents.
- b. Coordinate all surveys and other investigations (see Additional Services) as may be required to prepare construction plans. Investigations and/or surveys shall locate existing utilities (private and public) affected by the project and shall locate and define such utilities sufficiently in the event that utilities have to be relocated.
- c. Prepare a program of borings and other soil investigations that may be required.
- d. Provide written notice to all utility companies (private and public) about the project and request utility "as-built" information from them.
- e. Advise OWNER if additional reports, data, information, and/or services not already identified in the Conceptual Phase which are necessary and assist OWNER in obtaining such reports, data, information, and/or services.
- f. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.
- g. Obtain and review OWNER's contract documents and OWNER specifications for inclusion within the final contract, plans and specifications. CONSULTANT shall also consult with OWNER in regards to OWNER policies and practices in regard to contract administration and construction management.
- h. Furnish three review copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT's services under the Preliminary Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Preliminary Design Phase documents and opinion of probable Construction Cost.

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. BID PHASE

Upon acceptance by OWNER of the Final Drawings, Specifications, the most recent opinion of probable Construction Cost, and upon written authorization by OWNER to proceed, CONSULTANT shall:

- a. Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORS, and, where applicable, maintain a record of prospective CONTRACTORS to which documents have been issued, pre-bid conferences, if any, and receive and process CONTRACTOR deposits or charges for the issued documents.
- b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

- c. Consult with OWNER as to the qualifications of prospective CONTRACTORS. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORS, for those portions of the Work as to which review of qualifications is required by the issued documents.
- d. If the issued documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective CONTRACTORS.
- e. Attend the bid opening, prepare bid tabulation sheets and recommendation of award to meet OWNER's schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.
- f. The Bid Phase will be considered complete upon commencement of the Construction Phase.

D. CONSTRUCTION PHASE

Upon successful completion of the Bid Phase and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
- c. Establish construction monuments, project baseline, and benchmarks as necessary.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.
- f. Verify and approve CONTRACTOR's Applications for Payment and schedules (Progress Schedules, Schedule of Submittals, and Schedule of Values) and submit to the OWNER.
- g. Prepare progress reports for the OWNER when requested and coordinate monthly progress meetings between OWNER, CONTRACTOR, CONSULTANT, and inspector, as necessary throughout the duration of the project.
- h. Review shop drawings and sampled for conformance with the design concept of the project and for compliance with the result required in the Contract Documents. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR.

- i. Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.
- j. Attend Council meetings and other meetings necessary to discuss issues associated with the project.
- k. Record Drawings: The CONSULTANT shall furnish reproducible “RECORD” drawings, based on information provided by the CONTRACTOR, both printed on full size paper as well as electronically via AutoCAD.
- l. Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents
- m. Make visits to the Site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR’s executed Work.
- n. Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List. Perform final inspection and make a recommendation for acceptance.
- o. The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by CONSULTANT for final payment to CONTRACTORS.

**PART 2 – ADDITIONAL SERVICES**

A. SURVEY

CONSULTANT shall obtain a contract with a Licensed Professional Surveyor to complete the work as outlined in the scope of survey work the CONSULTANT developed in the Preliminary Design Phase of the project. The survey’s purpose is to locate all existing features both manmade and natural features, both above ground and subsurface within the project limits. The survey shall include the following elements:

- 1. Established baselines and temporary benchmarks along the project corridor and specified datums used,
- 2. Utilities as shown after contacting Louisiana One Call,
- 3. Descriptions, locations, depths, and sizes of all pipes within the project,
- 4. Descriptions, locations, diameters of all trees within the project,
- 5. Ground elevations within the project limits to properly develop contours,
- 6. Locations of all buildings, fences, and other structures,



7. Cross sections along roadways at 100-foot intervals minimum,
8. Cross sections along ditches at 50-foot intervals minimum,
9. Locations of all apparent rights-of-way and servitudes.

Survey shall be submitted to the Parish both in PDF and CAD format.

Data Collection and Processing:

1. Spatial data collected for projects shall be referenced to the updated NAD83 and NAVD88 reference datums established by NOAA (National Oceanic and Atmospheric Administration). Monumentation shall be set in an area outside the construction limits so as not to be disturbed during the construction phase. Existing control monumentation located within the vicinity may be used in lieu of setting new monuments. Field observations data must be processed and delivered to the Parish and comply with the specific deliverables requirements defined below.

Project Control:

1. Information on project control monuments that are applicable to the survey/project limits shall be provided by contractors, designers, engineers, or surveyors. This documentation should be labeled or clearly defined as Datum and Control.
2. Monument documentation must include source documentation such as Report of Survey Mark or NGS (National Geodetic Survey) Data Sheet and should remain in its original format as well as retain its original name as provided by the source. Monument maps may be scanned and the electronic scan treated as the source. PDF is the preferred format for scanned monument maps, although jpg and tif files are also acceptable.
3. All existing monuments used in the establishment of the project control network must have documentation as described above.
4. The Surveyor shall acquire the elevation and datum of all bench marks to be use in the survey. The elevation used shall be based on the updated NAD83 and NAVD88 reference datums.

Survey Data Deliverables:

1. A complete survey package as described below must be submitted by assembling all the appropriate electronic information used to conduct the survey. These documents should indicate the following (where applicable) for project control monuments:
  - a. Designation - the “name” of the mark used.
  - b. CORS Identifier - the mark is either a Continuously Operational Reference Station (CORS) or is associated with one.

- c. PID - Permanent Identifier
- d. GEOID – Geoid model used (ex. 12B)
- e. Epoch – ex. 2010
- f. Latitude/Longitude – X,Y; Northing/Easting; State Plane Louisiana South FIPS1702 (Feet)
- g. Orthometric Height – Z (Feet)
- h. Horizontal Datum – ex. coordinates in North American Datum (NAD 1983)
- i. Vertical Datum – ex. North American Vertical Datum (NAVD 88) elevation (if measured)
- j. Horizontal and vertical accuracy
- k. Units
- l. Scale factor

**B. GEOTECHNICAL INVESTIGATION**

CONSULTANT shall obtain a contract with a Licensed Louisiana Geotechnical firm to complete the work as outlines in the scope of geotechnical work the CONSULTANT developed in the Preliminary Design Phase of the project. The geotechnical investigation purpose is to determine the properties of the soil in the project area. The geotechnical investigation shall include the following elements:

1. (1) one to (2) two undisturbed soil borings located within proximity to the project location
2. The borings are to be classified and analyzed as necessary in accordance with accepted industry practices for foundation design
3. Subsurface exploration data to include soil profile, exploration logs, lab or in-situ test results, and ground water conditions
4. Engineering recommendations for design such as pile depth, sheet pile design, etc. and recommendations to be project specific
5. The boreholes are to be backfilled and road surfaces patched in accordance with DOTD requirements (Purple book or later).

**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:

1. Wetland Delineation, submitting for a Jurisdictional Determination of any wetlands
2. U.S. Army Corps of Engineers (Section 404 permit)
3. LA Wildlife & Fisheries (Scenic Rivers permit)
4. LA Department of Health (LDH)
5. LA Department of Environmental Quality (LDEQ)
6. Cultural Resources

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. RESIDENT PROJECT REPRESENTATIVE (RPR)

CONSULTANT shall furnish a Resident Project Representative (“RPR”), at the request of the OWNER to assist CONSULTANT in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is CONSULTANT’s representative at the Site and will act as directed by and under the supervision of CONSULTANT.

The duties and responsibilities of the RPR are as follows:

1. RPR’s dealings in matters pertaining to the Work in general shall be with CONSULTANT and CONTRACTOR. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of CONSULTANT.
2. Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability of such schedules.
3. Attend meetings such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.
4. Comply with Site safety programs.
5. Serve as CONSULTANT’s liaison with CONTRACTOR. Assist CONSULTANT in serving as OWNER’s liaison with CONTRACTOR when CONTRACTOR’s operations affect OWNER’s On-Site operations.
6. Report to CONSULTANT whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed, and replaced, or accepted as provided in the Construction Contract Documents.
7. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER’s personnel, and that

CONTRACTOR maintains adequate records thereof. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.

8. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
9. Immediately inform CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
10. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
11. Participate in CONSULTANT's and OWNER's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
12. Observe whether all items on the final punch list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
13. Resident Project Representative shall not:
  - a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
  - b. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.
  - c. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CONTRACTOR.
  - d. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.

**ATTACHMENT “B”  
PROJECT SCHEDULE**

NEW SARPY PUMP STATION IMPROVEMENTS  
Project No. (P220203)

The CONSULTANT shall complete the following phases of the project within the number of days shown after Notices to Proceed:

	<u>Number of Days to Complete</u>
Conceptual Phase	60
Preliminary Design Phase	TBD
Final Design Phase	TBD
Bid Phase	45
Construction Phase	TBD

Time for Completion

1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT’s services is impaired, or CONSULTANT’s services are delayed or suspended, then the time for completion of CONSULTANT’s services shall be adjusted equitably.
2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT’s services, then the time for completion of CONSULTANT’s services, and the rates and amounts of CONSULTANT’s compensation, shall be adjusted equitably.
3. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

**ATTACHMENT “C”  
PROJECT COMPENSATION**

**NEW SARPY PUMP STATION IMPROVEMENTS  
Project No. (P220203)**

OWNER shall pay CONSULTANT a Lump Sum amount of \$62,050.00 for the Conceptual Phase portion of the project. This portion of the Work shall be completed and accepted by the OWNER per Attachment A, prior to commencement of Preliminary Design Phase.

- a. The Lump Sum includes compensation for CONSULTANT’s services and services of CONSULTANT’s SUBCONSULTANTS, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and CONSULTANT charges.
- b. Compensation for Conceptual Phase work will be included in the overall Basic Services design fee, as based on a percentage of the estimated construction cost developed during the Conceptual Phase.

OWNER shall pay CONSULTANT on a Not to Exceed basis for Basic Services set forth in Attachment A as follows:

- a. The total compensation for basic services as described in Attachment A is estimated to be \$TBD based on the following estimated distribution of compensation:
  - 1. Preliminary Design Phase (30%)                      \$ TBD
    - Conceptual Phase included within      \$62,050.00
  - 2. Final Design Phase (40%)                              \$ TBD
  - 3. Bid Phase (5%)    \$ TBD
  - 4. Construction Phase (25%)                              \$ TBD
- b. CONSULTANT may, with OWNER’s consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c. The amounts billed for CONSULTANT’s services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT’s employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT’s SUBCONSULTANT’s charges.

- d. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.
- e. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

OWNER shall pay CONSULTANT on a Lump Sum basis for Additional Services set forth in Attachment A as follows:

- |                               |             |
|-------------------------------|-------------|
| a. Surveying                  | \$22,840.00 |
| a. Geotechnical Investigation | \$28,325.00 |
| b. Permitting                 | \$TBD       |

OWNER shall pay CONSULTANT for Resident Project Representative Basic Services as follows:

1. Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D of Attachment A, a total amount of \$TBD, at the hourly rate as listed in Attachment C-1.
2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a TBD-day construction schedule.

**ATTACHMENT D**  
**Compliance Provisions for Federally Assisted Professional Services Contracts**

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EQUIPMENT OR SERVICES (2 C.F.R. § 200.216) - Applies to all contracts

**1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in

accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to contracts and subcontracts in excess of \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where he/she has obtained identical certifications from proposed Subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where

proposed subcontractors have submitted identical certifications for specific time periods).

*NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually or annually).*

*NOTE: Whoever knowingly or willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.*

### **3. CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs and activities receiving federal financial assistance.

### **4. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

(Applicable to contracts and subcontracts over \$10,000)

#### **AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS**

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the

Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**5. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with a disability in the United States shall, solely by reason of his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**6. AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**7. ACCESS TO RECORDS - MAINTENANCE OF RECORDS**

The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, St. Charles Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the Contractor and St. Charles Parish, respectively, for a period of five (5) years from the date of submission of the grantee's final expenditure report.

**8. INSPECTION**

The authorized representative and agents of the State of Louisiana and the Federal agency providing the assistance for this contract shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

**9. REPORTING REQUIREMENTS**

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

**10. CONFLICT OF INTEREST**

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**11. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**

(Applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

**12. PATENTS**

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design, device, or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

**13. COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might

be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

**14. TERMINATION FOR CAUSE**

(Applicable to all contracts in excess of \$10,000)

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

**15. TERMINATION FOR CONVENIENCE**

(Applicable to all contracts in excess of \$10,000)

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

**16. ENERGY EFFICIENCY**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan (LA R.S. 40:1730.49) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended).

**17. SUBCONTRACTS**

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or



indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

**18. UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS**

All contractors and sub-contractors must have an active UEI Number, as verified on <https://www.sam.gov>, prior to the award of the contract and maintain an active SAM registration with current information at all times during which it has a contract funded by federal assistance.

**19. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of the provisions of E.O.s 12549 and 12689. To ascertain whether a Contractor or Subcontractor has been excluded from participating in a contract or subcontract receiving Federal financial assistance, a search of excluded parties can be conducted using the System for Award Management provided by the General Services Administration at <https://www.sam.gov>.

The Contractor must notify the Owner in the event of it and its Subcontractors being debarred, suspended, or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of a contract.

Upon notice of debarment, suspension, or declaration of ineligibility, the Contractor and/or its Subcontractors is/are ineligible to enter into contracts with the Owner, any department, or agency of the Federal Government. The Owner reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this contract according to the terms of this section.

**20. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this

contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**22. CHANGES**

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

**23. PERSONNEL**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

**24. ASSIGNABILITY**

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

**25. INTEREST OF CONTRACTOR**

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

**26. POLITICAL ACTIVITY**

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

**27. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

**28. DISCRIMINATION DUE TO BELIEFS**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

**29. CONFIDENTIAL FINDINGS**

All of the reports, information, data, etc., prepared or assembled by the contractor under this contract are confidential, and the contractor agrees that they shall not be made available to any individual or organization without prior written approval of the owner.

**30. LOBBYING**

The Contractor certifies, to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**31. DRUG-FREE WORKPLACE**

(Applicable to all contracts in excess of Simplified Acquisition Threshold (\$250,000))

The Contractor and its Subcontractors will comply with the Drug-Free Workplace Act of 1988, as amended, in accordance with 48 FAR 23.500 *et seq.*, and 48 CFR 52.223-6. The Contractor, if other than an [individual](#), shall - within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration

- A. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establish an ongoing drug-free awareness program to inform such employees about - The dangers of drug abuse in the workplace; The contractor's policy of maintaining a drug-free workplace; Any available drug counseling, rehabilitation, and employee assistance programs; and The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (A) of this clause;
- D. Notify such employees in writing in the statement required by subparagraph (A) of this clause that, as a condition of continued employment on this contract, the employee will abide by the terms of the statement; and Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- E. Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (D) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- F. Within 30 days after receiving notice under subdivision (D) of this clause of a

conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

Taking appropriate personnel action against such employee, up to and including termination; or Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

- G. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (A) through (F) of this clause.
- H. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- I. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

**32. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (2 C.F.R. § 200.216)**

(Applies to all contracts)

- A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- B. Prohibitions.
  - 1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - 2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or

loan guarantee funds from the Federal Emergency Management Agency to:

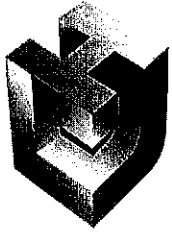
- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

1. This clause does not prohibit contractors from providing—
  - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
  - i. Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
  - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
    - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- E. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”


**LINFIELD, HUNTER & JUNIUS, INC.**

 PROFESSIONAL ENGINEERS,  
 ARCHITECTS AND SURVEYORS

 3608 I8<sup>th</sup> Street / Suite 200  
 Metairie, Louisiana 70002  
 (504) 833-5300 / (504) 833-5350 fax  
 LHJ@LHJunius.com

 Ralph W. Junius, Jr., P.E.  
 Nathan J. Junius, P.E., P.L.S.  
 Anthony F. Goodgion, P.E.  
 Benjamin N. Chadwick, AIA  
 Charles T. Knight, P.E.  
 Robert E. Nockton, P.E.  
 Mark K. Annino

 Casey M. Genovese, P.E.  
 Daniel A. Flores, P.E.  
 Timothy J. Roth, P.E.  
 Luis F. Sosa, P.E.  
 Richard A. Van Wootten, P.E.

**FEE SCHEDULE  
 EFFECTIVE JUNE, 2020**

<u>POSITION</u>	<u>HOURLY RATE</u>
WORD PROCESSING/CLERICAL	\$ 65.00
JUNIOR TECHNICIAN	\$ 70.00
TECHNICIAN	\$ 95.00
INSPECTOR	\$ 95.00
SENIOR INSPECTOR	\$110.00
SENIOR TECHNICIAN/DESIGNER	\$125.00
SENIOR SURVEYING TECHNICIAN	\$125.00
JUNIOR ENGINEER/ARCHITECT/LANDSCAPE ARCHITECT	\$125.00
ENGINEER/ARCHITECT/SURVEYOR/LANDSCAPE ARCHITECT	\$175.00
SENIOR ENGINEER/ARCHITECT/LANDSCAPE ARCHITECT	\$210.00
ENGINEERING/ARCHITECTURAL/SURVEYOR MANAGER	\$250.00
PRINCIPAL ENGINEER/ARCHITECT/LAND SURVEYOR	\$300.00
SENIOR PRINCIPAL	\$400.00

REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES AND SUB-CONSULTANTS WILL BE BILLED AT COST PLUS 10%. EQUIPMENT OWNED AND USED BY US WILL BE BILLED AT COMPARABLE RENTAL RATES. TRAVEL TIME IS BILLED AT HOURLY RATES.



## RESOLUTION

On this the 30<sup>th</sup> day of December, 2021, I, Ms. Sam Green, as the Secretary of Linfield, Hunter & Junius, Inc., do hereby certify that the following is a true and correct extract from the Minutes of the Board of Directors Meeting of Linfield, Hunter & Junius, Inc., held on December 30, 2021 at the office of Linfield, Hunter & Junius, Inc.

WHEREAS, during the regular course of business, it is necessary for Nathan J. Junius, as President, and Ralph W. Junius, Jr., Anthony F. Goodgion, Mark K. Annino, Robert E. Nockton, Benjamin N. Chadwick, Casey M. Genovese, Richard A. VanWootten, and Charles T. Knight, as Vice-Presidents, to enter into contracts and agreements on behalf of Linfield, Hunter & Junius, Inc. (the "Corporation") for professional services under terms that they deem to be prudent and appropriate;

NOW, THEREFORE, BE IT RESOLVED that Nathan J. Junius, as President, and Ralph W. Junius, Jr., Anthony F. Goodgion, Mark K. Annino, Robert E. Nockton, Benjamin N. Chadwick, Casey M. Genovese, Richard A. VanWootten, and Charles T. Knight, as Vice-Presidents, or any one of them, be and hereby are authorized to act on behalf of the Corporation and to enter into contracts and agreements for professional services under such terms that they deem prudent and appropriate.



---

SAM GREEN  
SECRETARY



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

**File #:** 2022-0173    **Version:** 1    **Name:** Professional Services Agreement with Volkert, Inc., to perform planning services for the Engineers Canal Pump Station Improvements Project (Project No. P220206)

**Type:** Ordinance    **Status:** Introduced For Public Hearing

**File created:** 6/6/2022    **In control:** Parish Council

**On agenda:** 6/6/2022    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of a Professional Services Agreement with Volkert, Inc., to perform planning services for the Engineers Canal Pump Station Improvements Project (Project No. P220206), in the lump sum amount of \$57,266.00.

**Sponsors:** Matthew Jewell, Department of Public Works

**Indexes:**

**Code sections:**

**Attachments:** [2022-0173 Engineers Canal CORRECTED P220206 - Engineers Canal Professional Services Contract](#)  
[2022-0173 Engineers Canal P220206 - Engineers Canal - 2020 rate sheet \(C-1\)](#)  
[2022-0173 Engineers Canal 2021.06.23 WEST GULF Corp. Secretary's Certificate of Resolution re](#)

Date	Ver.	Action By	Action	Result
6/6/2022	1	Parish President	Introduced	

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and VOLKERT, INC. a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for ENGINEERS CANAL PUMP STATION IMPROVEMENTS Project No. P220206 as described in Ordinance No. \_\_\_\_\_ which is attached hereto and made a part hereof.

## 1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

## 2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

ENGINEERS CANAL PUMP STATION IMPROVEMENTS  
Project No. P220206

- 2.2 The Project consist of the scope of services and work as defined in Attachment “A” hereto.
- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment “B” hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

### **3.0 SERVICES OF CONSULTANT**

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner’s professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment “A”.

## **4.0 OWNERSHIP OF DOCUMENTS**

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

## **5.0 SUPPLEMENTARY SERVICES**

The Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Consultant in writing.

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey

- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

## **6.0 DEFECTIVE WORK**

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

## **7.0 NOTICE TO PROCEED**

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Consultant will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

## **8.0 PAYMENTS**

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29<sup>th</sup> Judicial District Court of St. Charles Parish, State of Louisiana.

- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
  - b. Timesheets for all hours invoiced.
  - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
  - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For *Supplementary Services* described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

## **9.0 BUDGET LIMITATIONS**

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

## **10.0 FUNDS**

No work shall be authorized until funds are established for each individual task.

## **11.0 TERMINATION OR SUSPENSION**

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.



## 12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

### **13.0 INDEMNIFICATION**

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

### **14.0 WARRANTY**

- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.
- 14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

### **15.0 EXCLUSIVE JURISDICTION AND VENUE**

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

### **16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS**

CONSULTANT further agrees to comply with all federal and state laws, including those identified in Attachment "D".

### **17.0 OTHER**

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

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

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

ST. CHARLES PARISH

\_\_\_\_\_  
By: Matthew Jewell  
Parish President

\_\_\_\_\_  
Date:

VOLKERT

\_\_\_\_\_  
By: Janet L. Evans, P.E.  
Vice President

\_\_\_\_\_  
Date:

**ATTACHMENT “A”  
PROJECT SCOPE**

**ENGINEERS CANAL PUMP STATION IMPROVEMENTS  
Project No. (P220206)**

The Scope of Work is as follows:

The intent of this project is to analyze the Engineer’s Canal Pump Station in St. Charles Parish to determine the best approach for improving the conditions of the pump station for better efficiency and storm water supply to the station and pumps.

**CONCEPTUAL PHASE**

Upon written authorization from OWNER, CONSULTANT shall:

- a. Consult with OWNER to define and clarify OWNER’s requirements for the Project, including design objectives and constraints, permits, capacity and performance requirements, flexibility, expandability, and any budgetary limitations, and identify available data, reports, facilities plans, site evaluations, etc.; required for design.
- b. Identify potential solution(s) to meet OWNER’s Project requirements, as needed. Study and evaluate the potential solution(s) to meet OWNER’s Project requirements.
- c. Visit the Site, or potential Project sites, as needed, to review existing conditions and facilities.
- d. Develop a scope of work for additional professional services (i.e. survey, geotech, etc.) necessary for design.
- e. Prepare a report (the “Report”) which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and CONSULTANT’s recommended solution(s). For each recommended solution, CONSULTANT will provide the following, to include; but not limited to:
  1. Opinion of probable Construction Cost;
  2. The estimated total costs of design, professional, and related services to be provided by CONSULTANT and its SUBCONSULTANTS;
  3. A tabulation of other items and services included within the definition of Total Project Costs.
- f. Furnish three review copies of the Report to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT’s

services under the Conceptual Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Conceptual Report.

## **PART 1 – BASIC SERVICES**

### **A. PRELIMINARY DESIGN PHASE**

Upon written acceptance by OWNER of the Conceptual Report, selection by OWNER of a recommended solution, and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, and outline specifications. Visit the Site, as needed, to prepare the Preliminary Design Phase documents.
- b. Coordinate all surveys and other investigations (see Additional Services) as may be required to prepare construction plans. Investigations and/or surveys shall locate existing utilities (private and public) affected by the project and shall locate and define such utilities sufficiently in the event that utilities have to be relocated.
- c. Prepare a program of borings and other soil investigations that may be required.
- d. Provide written notice to all utility companies (private and public) about the project and request utility “as-built” information from them.
- e. Advise OWNER if additional reports, data, information, and/or services not already identified in the Conceptual Phase which are necessary and assist OWNER in obtaining such reports, data, information, and/or services.
- f. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.
- g. Obtain and review OWNER’s contract documents and OWNER specifications for inclusion within the final contract, plans and specifications. CONSULTANT shall also consult with OWNER in regards to OWNER policies and practices in regard to contract administration and construction management.
- h. Furnish three review copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT’s services under the Preliminary Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Preliminary Design Phase documents and opinion of probable Construction Cost.

### **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. BID PHASE

Upon acceptance by OWNER of the Final Drawings, Specifications, the most recent opinion of probable Construction Cost, and upon written authorization by OWNER to proceed, CONSULTANT shall:

- a. Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORS, and, where applicable, maintain a record of prospective CONTRACTORS to which documents have been issued, pre-bid conferences, if any, and receive and process CONTRACTOR deposits or charges for the issued documents.
- b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- c. Consult with OWNER as to the qualifications of prospective CONTRACTORS. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORS, for those portions of the Work as to which review of qualifications is required by the issued documents.

- d. If the issued documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective CONTRACTORS.
- e. Attend the bid opening, prepare bid tabulation sheets and recommendation of award to meet OWNER's schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.
- f. The Bid Phase will be considered complete upon commencement of the Construction Phase.

D. CONSTRUCTION PHASE

Upon successful completion of the Bid Phase and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
- c. Establish construction monuments, project baseline, and benchmarks as necessary.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.
- f. Verify and approve CONTRACTOR's Applications for Payment and schedules (Progress Schedules, Schedule of Submittals, and Schedule of Values) and submit to the OWNER.
- g. Prepare progress reports for the OWNER when requested and coordinate monthly progress meetings between OWNER, CONTRACTOR, CONSULTANT, and inspector, as necessary throughout the duration of the project.
- h. Review shop drawings and sampled for conformance with the design concept of the project and for compliance with the result required in the Contract Documents. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR.
- i. Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.
- j. Attend Council meetings and other meetings necessary to discuss issues associated with the project.

- k. Record Drawings: The CONSULTANT shall furnish reproducible “RECORD” drawings, based on information provided by the CONTRACTOR, both printed on full size paper as well as electronically via AutoCAD.
- l. Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents
- m. Make visits to the Site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR’s executed Work.
- n. Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List. Perform final inspection and make a recommendation for acceptance.
- o. The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by CONSULTANT for final payment to CONTRACTORS.

## **PART 2 – ADDITIONAL SERVICES**

### **A. SURVEY**

CONSULTANT shall obtain a contract with a Licensed Professional Surveyor to complete the work as outlined in the scope of survey work the CONSULTANT developed in the Preliminary Design Phase of the project. The survey’s purpose is to locate all existing features both manmade and natural features, both above ground and subsurface within the project limits. The survey shall include the following elements:

- 1. Established baselines and temporary benchmarks along the project corridor and specified datums used,
- 2. Utilities as shown after contacting Louisiana One Call,
- 3. Descriptions, locations, depths, and sizes of all pipes within the project,
- 4. Descriptions, locations, diameters of all trees within the project,
- 5. Ground elevations within the project limits to properly develop contours,
- 6. Locations of all buildings, fences, and other structures,
- 7. Cross sections along roadways at 100-foot intervals minimum,
- 8. Cross sections along ditches at 50-foot intervals minimum,
- 9. Locations of all apparent rights-of-way and servitudes.



Survey shall be submitted to the Parish both in PDF and CAD format.

Data Collection and Processing:

1. Spatial data collected for projects shall be referenced to the updated NAD83 and NAVD88 reference datums established by NOAA (National Oceanic and Atmospheric Administration). Monumentation shall be set in an area outside the construction limits so as not to be disturbed during the construction phase. Existing control monumentation located within the vicinity may be used in lieu of setting new monuments. Field observations data must be processed and delivered to the Parish and comply with the specific deliverables requirements defined below.

Project Control:

1. Information on project control monuments that are applicable to the survey/project limits shall be provided by contractors, designers, engineers, or surveyors. This documentation should be labeled or clearly defined as Datum and Control.
2. Monument documentation must include source documentation such as Report of Survey Mark or NGS (National Geodetic Survey) Data Sheet and should remain in its original format as well as retain its original name as provided by the source. Monument maps may be scanned and the electronic scan treated as the source. PDF is the preferred format for scanned monument maps, although jpg and tif files are also acceptable.
3. All existing monuments used in the establishment of the project control network must have documentation as described above.
4. The Surveyor shall acquire the elevation and datum of all bench marks to be use in the survey. The elevation used shall be based on the updated NAD83 and NAVD88 reference datums.

Survey Data Deliverables:

1. A complete survey package as described below must be submitted by assembling all the appropriate electronic information used to conduct the survey. These documents should indicate the following (where applicable) for project control monuments:
  - a. Designation - the “name” of the mark used.
  - b. CORS Identifier - the mark is either a Continuously Operational Reference Station (CORS) or is associated with one.
  - c. PID - Permanent Identifier
  - d. GEOID – Geoid model used (ex. 12B)
  - e. Epoch – ex. 2010

- f. Latitude/Longitude – X,Y; Northing/Easting; State Plane Louisiana South FIPS1702 (Feet)
- g. Orthometric Height – Z (Feet)
- h. Horizontal Datum – ex. coordinates in North American Datum (NAD 1983)
- i. Vertical Datum – ex. North American Vertical Datum (NAVD 88) elevation (if measured)
- j. Horizontal and vertical accuracy
- k. Units
- l. Scale factor

**B. GEOTECHNICAL INVESTIGATION**

CONSULTANT shall obtain a contract with a Licensed Louisiana Geotechnical firm to complete the work as outlines in the scope of geotechnical work the CONSULTANT developed in the Preliminary Design Phase of the project. The geotechnical investigation purpose is to determine the properties of the soil in the project area. The geotechnical investigation shall include the following elements:

1. (1) one to (2) two undisturbed soil borings located within proximity to the project location
2. The borings are to be classified and analyzed as necessary in accordance with accepted industry practices for foundation design
3. Subsurface exploration data to include soil profile, exploration logs, lab or in-situ test results, and ground water conditions
4. Engineering recommendations for design such as pile depth, sheet pile design, etc. and recommendations to be project specific
5. The boreholes are to be backfilled and road surfaces patched in accordance with DOTD requirements (Purple book or later).

**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:

1. Wetland Delineation, submitting for a Jurisdictional Determination of any wetlands
2. U.S. Army Corps of Engineers (Section 404 permit)
3. LA Wildlife & Fisheries (Scenic Rivers permit)

4. LA Department of Health (LDH)
5. LA Department of Environmental Quality (LDEQ)
6. Cultural Resources

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. RESIDENT PROJECT REPRESENTATIVE (RPR)

CONSULTANT shall furnish a Resident Project Representative (“RPR”), at the request of the OWNER to assist CONSULTANT in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is CONSULTANT’s representative at the Site and will act as directed by and under the supervision of CONSULTANT.

The duties and responsibilities of the RPR are as follows:

1. RPR’s dealings in matters pertaining to the Work in general shall be with CONSULTANT and CONTRACTOR. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of CONSULTANT.
2. Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability of such schedules.
3. Attend meetings such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.
4. Comply with Site safety programs.
5. Serve as CONSULTANT’s liaison with CONTRACTOR. Assist CONSULTANT in serving as OWNER’s liaison with CONTRACTOR when CONTRACTOR’s operations affect OWNER’s On-Site operations.
6. Report to CONSULTANT whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed, and replaced, or accepted as provided in the Construction Contract Documents.
7. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER’s personnel, and that CONTRACTOR maintains adequate records thereof. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.

8. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
9. Immediately inform CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
10. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
11. Participate in CONSULTANT's and OWNER's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
12. Observe whether all items on the final punch list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
13. Resident Project Representative shall not:
  - a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
  - b. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.
  - c. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CONTRACTOR.
  - d. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.

**ATTACHMENT “B”  
PROJECT SCHEDULE**

**ENGINEERS CANAL PUMP STATION IMPROVEMENTS  
Project No. (P220206)**

The CONSULTANT shall complete the following phases of the project within the number of days shown after Notices to Proceed:

	<u>Number of Days to Complete</u>
Conceptual Phase	60
Preliminary Design Phase	TBD
Final Design Phase	TBD
Bid Phase	45
Construction Phase	TBD

Time for Completion

1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT’s services is impaired, or CONSULTANT’s services are delayed or suspended, then the time for completion of CONSULTANT’s services shall be adjusted equitably.
2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT’s services, then the time for completion of CONSULTANT’s services, and the rates and amounts of CONSULTANT’s compensation, shall be adjusted equitably.
3. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

**ATTACHMENT “C”  
PROJECT COMPENSATION**

**ENGINEERS CANAL PUMP STATION IMPROVEMENTS  
Project No. (P220206)**

OWNER shall pay CONSULTANT a Lump Sum amount of \$38,742.00 for the Conceptual Phase portion of the project. This portion of the Work shall be completed and accepted by the OWNER per Attachment A, prior to commencement of Preliminary Design Phase.

- a. The Lump Sum includes compensation for CONSULTANT’s services and services of CONSULTANT’s SUBCONSULTANTS, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and CONSULTANT charges.
- b. Compensation for Conceptual Phase work will be included in the overall Basic Services design fee, as based on a percentage of the estimated construction cost developed during the Conceptual Phase.

OWNER shall pay CONSULTANT on a Not to Exceed basis for Basic Services set forth in Attachment A as follows:

- a. The total compensation for basic services as described in Attachment A is estimated to be \$TBD based on the following estimated distribution of compensation:
  - 1. Preliminary Design Phase (30%)                      \$ TBD
    - Conceptual Phase included within      \$38,742.00
  - 2. Final Design Phase (40%)                              \$ TBD
  - 3. Bid Phase (5%)    \$ TBD
  - 4. Construction Phase (25%)                              \$ TBD
- b. CONSULTANT may, with OWNER’s consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c. The amounts billed for CONSULTANT’s services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT’s employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT’s SUBCONSULTANT’s charges.

- d. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.
- e. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

OWNER shall pay CONSULTANT on a Lump Sum basis for Additional Services set forth in Attachment A as follows:

- |                               |             |
|-------------------------------|-------------|
| a. Surveying                  | \$18,524.00 |
| a. Geotechnical Investigation | \$TBD       |
| b. Permitting                 | \$TBD       |

OWNER shall pay CONSULTANT for Resident Project Representative Basic Services as follows:

1. Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D of Attachment A, a total amount of \$TBD, at the hourly rate as listed in Attachment C-1.
2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a TBD -day construction schedule.

**ATTACHMENT D**  
**Compliance Provisions for Federally Assisted Professional Services Contracts**

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**1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in

accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to contracts and subcontracts in excess of \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where he/she has obtained identical certifications from proposed Subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where

proposed subcontractors have submitted identical certifications for specific time periods).

*NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually or annually).*

*NOTE: Whoever knowingly or willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.*

### **3. CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs and activities receiving federal financial assistance.

### **4. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

(Applicable to contracts and subcontracts over \$10,000)

#### **AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS**

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the

Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**5. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with a disability in the United States shall, solely by reason of his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**6. AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**7. ACCESS TO RECORDS - MAINTENANCE OF RECORDS**

The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, St. Charles Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the Contractor and St. Charles Parish, respectively, for a period of five (5) years from the date of submission of the grantee's final expenditure report.

**8. INSPECTION**

The authorized representative and agents of the State of Louisiana and the Federal agency providing the assistance for this contract shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

**9. REPORTING REQUIREMENTS**

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

**10. CONFLICT OF INTEREST**

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**11. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**

(Applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

**12. PATENTS**

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design, device, or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

**13. COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might

be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

**14. TERMINATION FOR CAUSE**

(Applicable to all contracts in excess of \$10,000)

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

**15. TERMINATION FOR CONVENIENCE**

(Applicable to all contracts in excess of \$10,000)

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

**16. ENERGY EFFICIENCY**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan (LA R.S. 40:1730.49) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended).

**17. SUBCONTRACTS**

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or



indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

**18. UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS**

All contractors and sub-contractors must have an active UEI Number, as verified on <https://www.sam.gov>, prior to the award of the contract and maintain an active SAM registration with current information at all times during which it has a contract funded by federal assistance.

**19. DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of the provisions of E.O.s 12549 and 12689. To ascertain whether a Contractor or Subcontractor has been excluded from participating in a contract or subcontract receiving Federal financial assistance, a search of excluded parties can be conducted using the System for Award Management provided by the General Services Administration at <https://www.sam.gov>.

The Contractor must notify the Owner in the event of it and its Subcontractors being debarred, suspended, or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of a contract.

Upon notice of debarment, suspension, or declaration of ineligibility, the Contractor and/or its Subcontractors is/are ineligible to enter into contracts with the Owner, any department, or agency of the Federal Government. The Owner reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this contract according to the terms of this section.

**20. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this

contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**22. CHANGES**

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

**23. PERSONNEL**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

**24. ASSIGNABILITY**

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

**25. INTEREST OF CONTRACTOR**

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

**26. POLITICAL ACTIVITY**

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

**27. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

**28. DISCRIMINATION DUE TO BELIEFS**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

**29. CONFIDENTIAL FINDINGS**

All of the reports, information, data, etc., prepared or assembled by the contractor under this contract are confidential, and the contractor agrees that they shall not be made available to any individual or organization without prior written approval of the owner.

**30. LOBBYING**

The Contractor certifies, to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**31. DRUG-FREE WORKPLACE**

(Applicable to all contracts in excess of Simplified Acquisition Threshold (\$250,000))

The Contractor and its Subcontractors will comply with the Drug-Free Workplace Act of 1988, as amended, in accordance with 48 FAR 23.500 *et seq.*, and 48 CFR 52.223-6. The Contractor, if other than an [individual](#), shall - within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration

- A. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establish an ongoing drug-free awareness program to inform such employees about - The dangers of drug abuse in the workplace; The contractor's policy of maintaining a drug-free workplace; Any available drug counseling, rehabilitation, and employee assistance programs; and The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (A) of this clause;
- D. Notify such employees in writing in the statement required by subparagraph (A) of this clause that, as a condition of continued employment on this contract, the employee will abide by the terms of the statement; and Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- E. Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (D) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- F. Within 30 days after receiving notice under subdivision (D) of this clause of a

conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

Taking appropriate personnel action against such employee, up to and including termination; or Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

- G. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (A) through (F) of this clause.
- H. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- I. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

**32. PROHIBITION ON CONTRACTING FOR COVERED TELE-COMMUNICATIONS EQUIPMENT OR SERVICES (2 C.F.R. § 200.216)**

(Applies to all contracts)

- A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- B. Prohibitions.
  - 1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - 2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or

loan guarantee funds from the Federal Emergency Management Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

1. This clause does not prohibit contractors from providing—
  - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
  - i. Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
  - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
    - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- E. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

## Attachment C-1

Volkert, Inc.  
7967 Office Park Blvd  
Baton Rouge, LA 70809  
225-218-9440  
www.volkert.com



### 2020 Rate Sheet

Principal	\$ 259
Supervisor Engineer	\$ 232
Project Manager	\$ 199
Engineer	\$156
Pre-Professional	\$105
Senior Designer	\$ 133
Designer	\$109
Technician	\$107
Drafter	\$ 78
Bridge Inspector 2	\$ 129
Bridge Inspector 1	\$ 116
Inspector Certified	\$ 95
Inspector	\$ 75
Administrative Assistant	\$ 83



# CORPORATE SECRETARY'S CERTIFICATE OF RESOLUTION

RSA Battle House Tower | Suite 18290  
11 N. Water Street | Mobile, AL 36602  
251.342.1070



## SECRETARY'S CERTIFICATE OF RESOLUTION

I, Roger C. Guilian, Secretary of the Board of Volkert, Inc., a corporation organized under the laws of the State of Alabama and authorized to do business in the State of Mississippi, do hereby certify that the Board of Directors of Volkert, Inc. adopted the following Resolution at its annual meeting on March 23, 2021, pursuant to a unanimous vote:

5. **Amended Resolution re Authorization of Certain Officers to Execute Contracts**

**RESOLVED**, that all prior resolutions of this Board of Directors specifying the Officers of this Corporation having power and authority to execute contracts in the name of this Corporation, for the performance of engineering and related services, be, and the same hereby are, revoked prospectively effective this date; and

**RESOLVED FURTHER**, that each of the Officers hereinafter designated be, and hereby is, authorized, empowered and directed to enter into, execute and deliver in the name of and on behalf of this Corporation, contracts for the performance of engineering and related services, and all subcontracts in connection, therewith, and to take in connection therewith such actions as such officer may deem necessary and proper for the business of this Corporation including but not limited to delegating signing authority in his or her absence, without further act or resolution of this Board and without the necessity of the signature of said Officer being attested by the Secretary of this Corporation or any other Officer thereof, provided, however, that the Secretary, and any Assistant Secretary hereof, is hereby authorized and directed to attach the Corporate seal of this Corporation and to attest the signature of any said Officer when requested to do so by said Officer, viz.:

David A. Allsbrook, Jr. (Director)	Chief Executive Officer Chairman of the Board Chairman of the Executive Committee
Thomas A. Hand (Director)	President Chief Marketing Officer Vice Chairman of the Board Vice Chairman of the Executive Committee
Leon M. Barkan (Director)	Chief Operating Officer Leader, Program Management Initiative Member of the Executive Committee

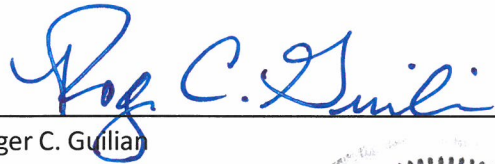
# CORPORATE SECRETARY'S CERTIFICATE OF RESOLUTION

RSA Battle House Tower | Suite 18290  
11 N. Water Street | Mobile, AL 36602  
251.342.1070

**VOLKERT**

David M. Young (Director)	President, Central Division Leader, Energy Initiative Member of the Executive Committee
David M. Webber (Director)	President, East Division Leader, National Design & Alternative Practice Delivery Member of the Executive Committee
Mark C. McConnell (Director)	Senior Vice President, West Gulf Region
Janet L. Evans	Vice President

In witness whereof, I hereupon set my hand and the seal of this Corporation on this, the 23<sup>rd</sup> day of  
June 2021.



Roger C. Gullian  
Secretary





# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
www.stcharlesparish.gov

## Legislation Details

**File #:** 2022-0143    **Version:** 1    **Name:** Contract with Del-Con, LLC, for the St. Charles Parish Parks and Recreation IMTT Redesign project

**Type:** Ordinance    **Status:** Public Hearing

**File created:** 5/16/2022    **In control:** Parish Council

**On agenda:** 6/6/2022    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of a contract with Del-Con, LLC, for the St. Charles Parish Parks and Recreation IMTT Redesign project in the amount of \$223,940.00.

**Sponsors:** Matthew Jewell, Department of Parks and Recreation

**Indexes:**

**Code sections:**

**Attachments:** [2022-0143 contract IMTT Park](#)  
[2022-0143 Notice of Intent to Award IMTT Park](#)  
[Admin\\_contract\\_IMTT Park Renovation\\_2021](#)

Date	Ver.	Action By	Action	Result
5/16/2022	1	Parish Council		
5/16/2022	1	Parish President	Introduced	

## SECTION 00500

### CONTRACT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Del-Con, LLC, hereinafter called the "Contractor", whose business address is P.O. Box 916, Berwick, LA 70342, 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: St. Charles Parish Parks and Recreation IMTT Redesign  
Project Number: Not Applicable

- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Murray Architects, Inc.

- 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated October 5, 2021, Addenda number(s) One (1), the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

- 1.04 The Work is generally described as follows: Beautification of existing IMTT Park with the relocation of existing batting cages, fence line, parking / pavement improvements, party and pavilion as indicated on drawings.

### ARTICLE 2

#### ARCHITECT

- 2.01 The Project has been designed by Murray Architects, Inc. who is hereinafter called "Architect" and who will assume all duties and responsibilities and have the rights and authority assigned to Architect 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 120 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 Five Hundred dollars \$500.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, 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) (\$223,940.00) Two Hundred Twenty Three Thousand Nine Hundred Forty Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

## ARTICLE 6

### PAYMENT PROCEDURES

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

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

## **ARTICLE 7**

### **CONTRACTOR'S REPRESENTATIONS**

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

## **ARTICLE 8**

### **CONTRACT DOCUMENTS**

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
- a) Contract (Section 00500)
  - b) Performance Bond (Section 00611)

- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers One (1) to One (1) inclusive)
- h) Contract documents bearing the general title "St. Charles Parish Parks and Recreation IMTT Redesign" dated October 5, 2021.
- i) Drawings, consisting of a cover sheet dated) October 5, 2021 and the sheets listed on Drawing "St. Charles Parish Parks and Recreation IMTT Redesign"; each sheet bearing the following general title:
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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

## ARTICLE 9

### MISCELLANEOUS

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



9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

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

OWNER: Parish of St. Charles

By: \_\_\_\_\_

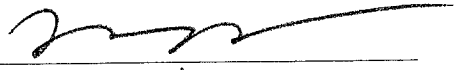
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_


Title: \_\_\_\_\_

CONTRACTOR: DEL-CON, LLC

By:  \_\_\_\_\_

Title: member/manager

ATTEST:

By:  \_\_\_\_\_

Title: office manager

END OF SECTION



# ST. CHARLES PARISH

---

PARKS AND RECREATION

MATTHEW JEWELL  
PARISH PRESIDENT

DUANE FORET  
DIRECTOR

## NOTICE OF INTENT TO AWARD

DATE: MARCH 30, 2022

TO: Del-Con, LLC  
PO Box 916  
Berwick, LA 70342

PROJECT NAME: St. Charles Parish Parks and Recreation IMTT Redesign

PROJECT NO: Not Applicable

To Whom It May Concern:

You are hereby notified that your bid dated March 24, 2022, for the above Project has been considered. You are the apparent Lowest Responsible Bidder and may be awarded the Contract once all the required documents have been received, reviewed, successfully voted by the St. Charles Parish Council, and executed by the St Charles Parish President.

The Contract Price of this award is Two Hundred Twenty Three Thousand Nine Hundred Forty Dollars (\$ 223,940.00 ).

**Deliver all documents to:**

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

**Deliver the following documents by April 5, 2022**

1. Six (6) original Employment Status Verification Affidavit (Section-SCP-E-00475) See La. R.S. 38:2212(B)(3)(a);
2. Six (6) original Non Collusion and Non Solicitation Affidavit (Section-SCP-E-00480) See La. R.S. 38:2224;
3. Six (6) original Attestation Clause (Section-SCP-E-00470) See La. R.S. 38:2227;
4. Six (6) original Request to Sublet (Section-SCP-E-00816).

**Deliver the following documents by April 11, 2022**

1. Six (6) originals of the Contract between Owner and Contractor (Section-SCP-E-00500) signed and completed. **Do not date the forms**; this will be accomplished upon execution of the Contract by the Owner. Contract price must agree with amount on Louisiana Uniform Public Work Bid Form (Section-SCP-E-00300).
2. Six (6) original Payment Bond Forms (Section-SCP-E-00610) completed, signed, dated, and sealed. **Do not put date in blank on page 00610-1 & page 00610-2**; this document will be dated upon execution of the Contract by the Owner.
3. Six (6) original Performance Bond Forms (Section-SCP-E-00611) completed, signed, dated, and sealed. **Do not put date in blank on page 00611-1 & page 00611-2**; this document will be dated upon execution of the Contract by the Owner.
4. Six (6) original Certificates of Insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

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

5. Six (6) original Authorization Letters from the bonding Company(s), that are

issuing the Performance and Payment Bonds to St. Charles Parish, authorizing the Parish to date the Bonds and Power of Attorney to coincide with the time of execution of the contract by St. Charles Parish. The Bonding Company is to fill in the location where the bond was signed.

6. Six (6) original Authorization Letters from the Contractor authorizing St. Charles Parish to date the contracts on behalf of the Parish at the time of execution of the contracts by St. Charles Parish.

**Permits – Contractor is responsible for applying and receiving all required permits before construction mobilization. Refer to specifications Section-SCP-E-01800 and Section-SCP-E-01810 for other details and requirements.**

**Construction Schedule – Contractor shall submit a construction schedule within 14 days of the date of this notice to the Engineer and Owner. Schedule items will include, as a minimum, the following:**

- Time frame will be in days with a starting point at Notice to Proceed
- Review and approval time of submittals
- Order and delivery time of critical path items
- Mobilization and construction set up time
- Construction time
- Anticipated Substantial Completion date
- Anticipated Final Change Order submittal date
- Anticipated project closure date

Failure to comply with these conditions within the time specified will entitle Owner to consider the bid abandoned, to annul this Notice of Intent to Award and to declare the Bid Security forfeited.

Within sixty (60) days after compliance with the above conditions, the Owner will return to the Contractor one fully signed counterpart of the Contract Documents.

If you have any questions, or if we can be of any further assistance, please do not hesitate to contact this office at 985-783-5102, Monday through Thursday 7:30am to 4:30pm.



Duane Foret  
Director of Parks and Recreation

cc:  
*Murray Architects, Inc.*  
*Project File*  
*Parish Council Secretary*

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the 22 day of JULY, 2021 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and Murray Architects, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for IMTT PARK UPGRADES

## 1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

## 2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

### IMTT PARK UPGRADES

2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.

- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

### **3.0 SERVICES OF CONSULTANT**

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment "A".

### **4.0 OWNERSHIP OF DOCUMENTS**

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

- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

## **5.0 SUPPLEMENTARY SERVICES**

The Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Consultant in writing.

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey
- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

## **6.0 DEFECTIVE WORK**

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

## **7.0 NOTICE TO PROCEED**

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Consultant will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

## **8.0 PAYMENTS**

8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.

8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.

8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29<sup>th</sup> Judicial District Court of St. Charles Parish, State of Louisiana.



- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
  - b. Timesheets for all hours invoiced.
  - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
  - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

## **9.0 BUDGET LIMITATIONS**

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project is required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

## **10.0 FUNDS**

No work shall be authorized until funds are established for each individual task.

## **11.0 TERMINATION OR SUSPENSION**

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.
- 11.8

## 12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

## 13.0 INDEMNIFICATION

Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money

to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

#### **14.0 WARRANTY**

- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.
- 14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

#### **15.0 EXCLUSIVE JURISDICTION AND VENUE**

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

#### **16.0 OTHER**

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified withing this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

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

WITNESSES:

Don Galt

Billy Raymond

WITNESSES:

Vicky

Holly Piccolto

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell  
Parish President

7/22/21  
Date:

Murray Architects

[Signature]

By:

7/19/2021  
Date:

## ATTACHMENT "A"

### IMTT PARK UPGRADES

#### Project Scope:

CONSULTANT shall work with the owner to develop a plan of action for the project as well as design of pavilions

CONSULTANT shall provide all professional services to include drawings and construction documents necessary to bid the work described below

- Remove existing concession stand
- Relocate existing fence
- Remove existing fence along right side of field
- Relocate batting cages
- Remove batting cages
- Provide and install three pavilions
- Rework drainage as feasible
- Add security lighting
- Secure all necessary permits.

Provide recommendations for IMTT signage that will not be part of this project bid scope

C-can to be removed by owner along with misc. equipment not being used

Owner will provide survey including elevations, utilities, servitudes, etc. (if required)

**ATTACHMENT "B"**  
**IMTT PARK UPGRADES**

Project Schedule:

The CONSULTANT shall complete the project within the number of days shown after Notice to Proceed:

Project to be completed in 160 days

**ATTACHMENT "C"**

**IMTT PARK UPGRADES**

The cost for this project will be a lump sum fee of \$19,996.00

Any additional work and/or charges must be approved in writing by the owner prior to any work being performed.





# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

**File #:** 2022-0150    **Version:** 1    **Name:** Amendment No. 8 to Ordinance No. 08-10-6, for right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee (Parish Project No. 080905-1D)

**Type:** Ordinance    **Status:** Public Hearing

**File created:** 5/16/2022    **In control:** Parish Council

**On agenda:** 6/6/2022    **Final action:**

**Enactment date:**    **Yes**

**Title:** An ordinance approving and authorizing the execution of Amendment No. 8 to Ordinance No. 08-10-6, which approved the execution of a Professional Services Agreement with MB3 Inc. d/b/a Civix, formerly GCR, Inc. and GCR & Associates, Inc., for right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee (Parish Project No. 080905-1D).

**Sponsors:** Matthew Jewell, Department of Public Works

**Indexes:**

**Code sections:**

**Attachments:** [2022-0150 Civix Amendment No. 8 Reviewed.pdf](#)  
[2022-0150 EXECUTED MB3 Executive Committee Signature Authority 10-11-2021.pdf](#)

Date	Ver.	Action By	Action	Result
5/16/2022	1	Parish Council		
5/16/2022	1	Parish President	Introduced	

**AMENDMENT NO. 8  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR WEST BANK HURRICANE  
PROTECTION LEVEE**

THIS AMENDMENT NO. 8 is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022;

BY AND BETWEEN:

**ST. CHARLES PARISH**, represented herein by its duly authorized Parish President, Matthew Jewell, (hereafter sometimes referred to as “OWNER”), and

**MB3 INC. D/B/A CIVIX, FORMERLY GCR INC. AND GCR & ASSOCIATES, INC.**, represented herein by Mona Nosari, its Senior Vice President, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “CONSULTANT”):

WHEREAS, on October 20, 2008, the St. Charles Parish Council approved Ordinance No. 08-10-6 authorizing a Professional Services Agreement (the “Agreement”) between St. Charles Parish and GCR, Inc. (formerly GCR & Associates, Inc.) to provide right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee (Parish Project No. P080905-1D); and,

WHEREAS, the St. Charles Parish Council determined that services were still required for the progression of the project and adopted Ordinance No. 11-2-13 approving Amendment No.1; Ordinance No. 12-10-6 approving Amendment No.2; Ordinance No. 14-4-3 approving Amendment No.3; Ordinance 15-6-7 approving Amendment No.4; Ordinance No. 16-7-5 approving Amendment No.5; Ordinance No. 17-9-3 approving Change Order No.1 to Amendment No.5; Ordinance No. 18-12-1 approving Amendment No.6, and Ordinance No. 20-6-3 approving Amendment No.7; and,

WHEREAS, On February 22, 2021, the St. Charles Parish Council adopted Resolution 6547 approving and authorizing the execution of a letter by St. Charles Parish approving MB3, Inc. as the successor of GCR, Inc. regarding the Agreement for the West Bank Hurricane Protection Levee; and

WHEREAS, said right-of-way acquisition and program management services continued to be needed for the West Bank Hurricane Protection Levee initiative; and,

WHEREAS, St. Charles Parish now desires the approval of Amendment No.8 to said Agreement to extend the contract time frame from July 1, 2022, through June 30, 2024, and to set the maximum compensation allowance for the extended time frame at \$200,000.00, per the hourly billable rates in the attached EXHIBIT A.

**ATTACHMENT “EXHIBIT A”  
Hourly Billable Rates**

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

**ST. CHARLES PARISH**

By: \_\_\_\_\_

Matthew Jewell  
Parish President

Date: \_\_\_\_\_

**MB3 INC. D/B/A CIVIX**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Mona Nosari  
Senior Vice President

Date: \_\_\_\_\_

**EXHIBIT A**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WEST BANK HURRICANE LEVEE, ST. CHARLES PARISH**  
**HOURLY BILLABLE RATES**

<u>Employee Classification</u>	<u>2022 Billable Hourly Rate</u>
Program Manager	\$195.00
Project Manager	\$130.00
Senior GIS/Mapping Tech.	\$125.00
Senior Real Estate Specialist	\$120.00
Planner /Real Estate Specialist	\$110.00
GIS/Mapping Technician	\$100.00
Graphics Specialist	\$90.00
Abstractor	\$95.00
Junior Real Estate Specialist	\$80.00
Administrative/Clerical	\$67.00

Appraisal and Surveying Rates to be furnished under separate proposal.

**WRITTEN CONSENT TO RESOLUTIONS  
OF THE EXECUTIVE COMMITTEE  
OF THE BOARD OF DIRECTORS OF GCR HOLDINGS, INC.  
ACTING ON BEHALF OF MB3 INC.**

**October 11, 2021**

The undersigned, being all of the elected and qualified members of the Executive Committee (the “Executive Committee”) of the Board of Directors (the “Board”) of GCR Holdings, Inc., an Indiana corporation (“Holdings”), acting under the provisions of the Indiana Business Corporation Law, as amended, hereby waive all notice and unanimous consent to the following actions to be taken in lieu of a special meeting of the Executive Committee:

WHEREAS, the Executive Committee, acting on behalf of the Board of Holdings, desires to confirm the individuals who have certain signing authority on behalf of MB3 Inc., a Delaware corporation and an indirect wholly-owned subsidiary of Holdings (“MB3”);

NOW, THEREFORE, BE IT

RESOLVED, that each of the individuals listed below hereby is authorized to execute and deliver, for and on behalf of MB3, all ordinary course customer contracts, contract amendments, and contract proposals:

Name and Title

Michael A. Foisy, Chairman  
Tommy Wayne Amburgey, Jr., Chief Executive Officer  
Matthew Blaziewske, Chief Financial Officer

; and

RESOLVED, FURTHER, that the individual listed below hereby is authorized to execute and deliver, for and on behalf of MB3, all ordinary course customer contracts, contract amendments, and contract proposals, except for those contracts, contract amendments, and contract proposals with a value exceeding Two Million (\$2,000,000) in revenue:

Name and Title

Angele Romig, President

; and

RESOLVED, FURTHER, that the individual listed below hereby is authorized to execute and deliver, for and on behalf of MB3, all ordinary course customer contracts, contract amendments, and contract proposals, except for those contracts, contract amendments, and contract proposals with a value exceeding Two Hundred Thousand Dollars (\$200,000) in revenue:

Name and Title

Mona Nosari, Senior Vice President

; and

RESOLVED, FURTHER, that the officers of MB3 are hereby authorized to cause MB3 to perform its obligations under any such contracts, contract amendments and contract proposals; and

RESOLVED, FURTHER, that the foregoing resolutions supersede and replace any resolutions adopted by the Board of Directors of MB3 (including those certain resolutions adopted as of November 8, 2019) to the extent that such resolutions relate to any signing authority for Matt Blakely and Rod Thornhill (which signing authority be and hereby is revoked); and

RESOLVED, FURTHER, that this consent may be executed in one or more counterpart copies which, when signed by all of the members of the Board, shall be effective and taken together shall be one and the same instrument; and

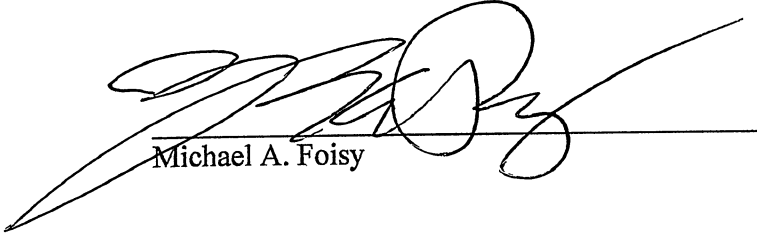
RESOLVED, FURTHER, that all acts and deeds taken or done by the officers of MB3 which are in conformity with the purpose and intent of these resolutions, shall be and hereby are in all respects ratified, approved and confirmed.

71329928

*[Signature Page Follows]*

*[Signature Page to Executive Committee Consent – MB3]*

IN WITNESS WHEREOF, the undersigned have executed this Written Consent to Resolutions effective as of the date first written above, thereby agreeing that the foregoing resolutions shall be of the same force and effect as if adopted at a meeting of the Executive Committee, upon due notice, on such date.



Michael A. Foisy

---


Tommy Wayne Amburgey, Jr.

*[Signature Page to Executive Committee Consent – GCR]*

IN WITNESS WHEREOF, the undersigned have executed this Written Consent to Resolutions effective as of the date first written above, thereby agreeing that the foregoing resolutions shall be of the same force and effect as if adopted at a meeting of the Executive Committee, upon due notice, on such date.

---

Michael A. Foisy



---

Tommy Wayne Amburgey, Jr.





# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
www.stcharlesparish.gov

## Legislation Details

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**File #:** 2022-0165    **Version:** 1    **Name:** CEA between LA Department of the Treasury & State-regarding the allocation of \$260,000.00 to be utilized for drainage improvements

**Type:** Resolution    **Status:** In Council - Resolutions

**File created:** 6/6/2022    **In control:** Parish Council

**On agenda:** 6/6/2022    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution to approve and authorize the execution of a Cooperative Endeavor Agreement between the Louisiana Department of the Treasury and the State of Louisiana, and St. Charles Parish regarding the allocation of \$260,000.00 to be utilized for drainage improvements.

**Sponsors:** Matthew Jewell, Grants Office, Department of Public Works

**Indexes:**

**Code sections:**

**Attachments:** [2022-0165 CEA - St. Charles Parish \(260K\)](#)

Date	Ver.	Action By	Action	Result
6/6/2022	1	Parish President	Introduced	

# **Contact Sheet**

## **Act 120 of 2021 Regular Legislative Session**

**Please complete all sections:**

Legal Name of Entity: St. Charles Parish

Authorized Person: Matthew Jewell

Contact Person, if different: Carla Chiasson

Telephone Number: 985-783-5165

Fax Number: 985-308-1950

Email Address: cchiasson@stcharlesgov.net

Fed Tax ID#: 72-6001208

Physical Address: 15045 River Road, Hahnville, LA 70057

Mailing Address: P.O. Box 302, Hahnville, LA 70057

Parish: St. Charles Parish

Legal Status of Entity \*: Local Government Authority

\* The legal status of the entity may be any of the following:

- Sole Proprietorship
- Partnership
- Limited Liability Company
- Municipality
- Local Governmental Authority
- Corporation
- Non-profit Corporation
- Non-Profit Religious Corporation

**STATE OF LOUISIANA**  
**COOPERATIVE ENDEAVOR AGREEMENT**  
**(Line Item Appropriation)**

THIS COOPERATIVE ENDEAVOR, is made and entered into by and between the Louisiana Department of the Treasury and the State of Louisiana, hereinafter referred to as “State” and/or “Agency” and St. Charles Parish officially domiciled at P.O. Box 302, 15045 River Road, Hahnville, LA 70057, hereinafter referred to as “Contracting Party”.

**ARTICLE I**

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;” and

1.2 WHEREAS, Act 120 of 2021 Regular Legislative Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 10, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act 120 contains a line item appropriation within the Agency’s budget for the benefit of St Charles Parish of which the sum of **TWO HUNDRED SIXTY THOUSAND & NO/100 (\$260,000) DOLLARS** has been allocated for this program/project, as set forth in the Attachment A Plan, which is attached to this Agreement and made a part hereof;

1.3 WHEREAS, the Agency desires to cooperate with the Contracting Party in the implementation of the project as hereinafter provided;

1.4 WHEREAS, the public purpose is described as: Drainage improvements at King and Hahn Streets ;

1.5 WHEREAS, the Contracting Party has provided all required information in accordance with Act 120 of 2021 Regular Legislative Session, if applicable and the Governor’s Executive Order JBE 2016 - 38 on accountability for line item appropriations; and is attached to this agreement and made part hereof by reference as “Attachment E.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE II**  
**SCOPE OF SERVICES**

2.1 The Contracting Party shall: Complete drainage improvements at King and Hahn Streets.

2.2 Deliverables: Spend \$260,000 to complete drainage improvements at King and Hahn Streets by June 30, 2022.

The Contracting Party will provide to the State written quarterly **Progress Reports (Attachment C)** outlining the Contracting Party's resources, initiatives, activities, services and performance consistent with the provisions, goals and objectives of this Agreement and quarterly **Cost Reports (Attachment D)** which provide detailed cost information outlining the use of the above referenced appropriated funds. **Attachment C, Progress Report and Attachment D, Cost Report** are attached to this agreement and made part thereof by reference. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. These reports that are to be provided quarterly shall be due and delivered to the Agency on or before the 31<sup>st</sup> of October for the quarter ending September 30, the 31<sup>st</sup> day of January for the quarter ending December 31, the 30<sup>th</sup> day of April for the quarter ending March 31, and the 15<sup>th</sup> day July for the quarter ending June 30, there being no exceptions or waivers of this July reporting due date.

2.3 Budget: The **Budget** for this project is incorporated herein as **Attachment B** which is attached hereto and made a part hereof by reference and shows all anticipated revenues and expenditures provided by this cooperative endeavor. The **Budget** for this project shall not exceed the total sum of TWO HUNDRED SIXTY THOUSAND, & NO/100 (\$260,000) DOLLARS which sum shall be inclusive of all costs or expenses to be paid by the State in connection with the services to be provided under this agreement. This is the total sum that has been appropriated by the State for this program/project. No state funds shall be paid for any one phase of this Agreement that exceeds the **Budget** attached as "Attachment B", without the **prior** approval of the State. **Attachment B Page 2 - Staffing Chart and Attachment B Page 3 - Schedule of Professional and Other Contracting Services** are also attached hereto and made a part hereof by reference, and shall be fully completed by the Contracting Party for attachment to and inclusion as a part of this Agreement.

2.4 Disclosure and Certification Statement(s): **Attachment E - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of the Contracting Party. Additionally, the Contracting Party shall attach to this **Attachment E**, where applicable, the following: a) a copy of the board resolution authorizing execution of this Agreement on behalf of the Contracting Party, or other written authorization for such execution that may be appropriate, as the case may be; and, b) a copy of a Certificate of "Good Standing" from the Secretary of State. Additionally, as to all sub-contracting, sub-recipient parties shown and identified in **Attachment B Page 3** and any attachments thereto, **Attachment E-1 - Disclosure and Certification Statement** to this Agreement must be fully completed, dated and executed by a duly authorized representative of each such sub-contracting, sub-recipient party, and shall have attached thereto, where applicable, the same attachments required for the Contracting Party in a) and b) of this paragraph. For public or quasi-public entities which are recipients under Act 120 of 2021 Regular Legislative Session and which are not budget units of the State, no funds shall be transferred unless said Contracting Party submits to the Legislative Auditor for approval a copy of this Agreement and Budget showing all anticipated use of the appropriation, an estimate of the duration of the project and a plan showing specific goal and objectives for the use of such funds, including measures of performance. This requirement will be met by Department of Treasury's submission of the approved budget (Attachment A and Attachment

B) to the Legislative Auditor. The Contracting Party shall provide written reports every quarter to the funding agency concerning the use of the funds and the specific goals and objectives for the use thereof.

**2.5 The recipient assures that elected officials or their family members will not receive (directly or indirectly) any part of the funds awarded through this appropriation. State law defines “immediate family” as the term related to a public servant to mean children, the spouses of children, brothers and their spouses, sisters and their spouses, parents, spouse and the parents of a spouse. See R.S. 42:1111 et seq.**

### **ARTICLE III CONTRACT MONITOR**

**3.1** The Contract Monitor for this Agreement is the Local Government Fund Management Division of the Department of the Treasury.

**3.2 Monitoring Plan:** During the term of this Agreement, the Contracting Party shall discuss with the State’s Contract Monitor the progress and results of the project, ongoing plans for the continuation of the project, any deficiencies noted, and other matters relating to the project. The Contract Monitor shall review and analyze the Contracting Party’s Plan to ensure the Contracting Party’s compliance with the requirements of the Agreement.

The Contract Monitor shall also review and analyze the Contracting Party’s written, **Attachment C-Progress Report** and **Attachment D-Cost Report** and any work product for compliance with the Scope of Services; and shall

1. Compare the Reports to Goals/Results and Performance Measures outlined in this Agreement to determine the progress made;
2. Contact the Contracting Party to secure any missing deliverables;
3. Maintain telephone and/or e-mail contact with the Contracting Party on Agreement activity and, if necessary, make visits to the Contracting Party’s site in order to review the progress and completion of the Contracting Party’s services, to assure that performance goals are being achieved, and to verify information when needed.
4. Assure that expenditures or reimbursements requested in **Attachment D-Cost Report** are in compliance with the approved **Goals** in **Attachment A Plan**. The Contract Monitor shall coordinate with the Agency’s fiscal office for reimbursements to Contracting Party and shall contact the Contracting Party for further details, information for documentation when necessary.

Between required performance reporting dates, the Contracting Party shall inform the Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project results by established time schedules and goals. The Contracting Party’s disclosure shall be accompanied by a statement describing the action taken or contemplated by the Contracting Party, and any assistance which may be needed to resolve the situation.

**ARTICLE IV**  
**PAYMENT TERMS**

4.1 Payment shall be made to the Contracting Party under the terms and conditions of one of the following plans (*Please check one*):

\_\_\_\_\_ **PLAN A:** Provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated.

\_\_\_\_\_ **PLAN B:** One initial payment limited to no more than 25% of the total line item appropriation shall be made to the Contracting Party in advance of services being performed **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan), and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority. The balance of the appropriation will be paid provided the Contracting Party's progress and/or completion of the Contracting Party's services are to the reasonable satisfaction of the State, payments to the Contracting Party shall be made by the State on a reimbursement basis, after receipt from the Contracting Party and approval by the State of quarterly Attachment C-Progress Reports and Attachment D-Cost Reports requesting reimbursement, and certifying that such expenses have been incurred. Adequate supporting documentation (including copies of invoices, checks and other appropriate records reflecting expenses incurred) shall be attached to the reports. All original documentation supporting the reports shall be maintained by the Contracting Party, and shall be subject to audit, as hereinafter stated. **Upon receipt of the 1<sup>st</sup> Quarter Progress and Cost Reports and approval thereof, the initial 25% payment will be applied and if such approved expenses exceed the initial payment, the difference will be forthcoming.**

\_\_\_\_\_ **PLAN C:** Payment of 100% of the line item appropriation shall be made to the Contracting Party in advance of purchasing equipment or other similar expenditures **only** with sufficient justification provided on Attachment A, Attachment B and Attachment B-Supplement (collectively termed the business plan) indicating that there is no other source of funding available to make the purchase to satisfy the goals and objectives of the project, and the Cooperative Endeavor Agreement is approved by the Office of Contractual Review or other delegated authority.

4.2 Travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for such reimbursement, such travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount, and then only in accordance with Division of Administration Policy and Procedure Memorandum No. 49. Invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses must be provided or attached to periodic invoices for reimbursement. If reimbursement is sought for meals, which under Memorandum No. 49 are based upon departure and return times and dates that are properly set forth on the State Travel Expense Report, the Contracting Party shall fully complete and submit such Travel Expense Report, attached hereto as **Attachment F**, in addition to all other required submissions, for such reimbursement.

4.3 Payments by the State under this Agreement will be allowed only for expenditures occurring between and including the dates of July 1, 2021 and June 30, 2022, and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability

of sufficient collection of state sales tax revenues credited to the appropriate Fund and upon the approval of this Agreement by the Office of Contractual Review or other delegated authority. Notwithstanding any provision hereof to the contrary, the Attachment C-Progress Report and Attachment D-Cost Report for any reporting period ending June 30, 2022, MUST, under all circumstances, be received by the Agency no later than July 15, 2022, in order for the Contracting Party to receive payment for reimbursement of expenses incurred and set forth herein.

Payments by the State under this Agreement will not be released or provided to the Contracting Party if, when, and long as, the Contracting Party fails or refuses to comply with the provisions of R.S. 24:513. No Contracting Party shall be considered to fail or refuse to comply with the provisions of R.S. 24:513 during any extension of time to comply granted by the legislative auditor to the Contracting Party.

4.4 The Contract Monitor shall monitor disbursements on a monthly basis. Under circumstances such that the recipient entity has not demonstrated substantial progress towards goals and objectives, based on established measures of performance, further disbursements shall be discontinued until substantial progress is demonstrated or the entity has justified, to the satisfaction of the Agency, reasons for the lack of progress. If the Agency determines that the recipient failed to use the Line Item Appropriation within the estimated duration of the project or failed to reasonably achieve its specific goals and objectives, without sufficient justification, the Agency shall demand that any unexpended funds be returned to the state treasury within 45 days of the demand unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. Likewise, if the Contracting Party defaults on the Agreement, breaches the terms of the Agreement, ceases to do business, or ceases to do business in Louisiana it shall be required to repay the State within 45 days of the demand, unless approval to retain the funds is obtained from the Division of Administration and the Joint Legislative Committee on the Budget. For public or quasi-public entities which are recipients under Act 120 of 2021 Regular Legislative Session, the transferring Agency shall forward to the Legislative Auditor, the Division of Administration and the Joint Legislative Committee on the Budget a report showing specific data regarding compliance with this Section and collection of any unexpended funds. This report shall be submitted not later than May 1, 2022.

If the Contracting Party defaults on the agreement, breaches the terms of the agreement, or ceases to do business in Louisiana and does not return unexpended funds upon demand, the agreement shall be turned over to the Attorney General's Office, Collections Section for collection purposes.

4.5 Taxes: The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be the Contracting Party's obligation and identified under Federal tax identification number **72-6001208**.

**ARTICLE V**  
**TERMINATION FOR CAUSE**

5.1 The State may terminate this agreement for cause based upon the failure of the Contracting Party to comply with the terms and/or conditions of the Agreement; provided that the State shall give the Contracting Party written notice specifying the Contracting Party's failure. If within thirty (30) days after receipt of such notice, the Contracting Party shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The Contracting Party may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement; provided that the Contracting Party shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

**ARTICLE VI**  
**TERMINATION FOR CONVENIENCE**

6.1 The State may terminate the agreement at any time by giving thirty (30) days written notice to the Contracting Party. Upon receipt of notice, the Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this agreement. The Contracting Party shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**ARTICLE VII**  
**OWNERSHIP**

7.1 All records, reports, documents and other material delivered or transmitted to the Contracting Party by the State shall remain the property of the State, and shall be returned by Contracting Party to the State, at the Contracting Party's expense, at termination or expiration of this Agreement. All records, reports, documents, or other material related to this agreement and/or obtained or prepared by the Contracting Party in connection with performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by Contracting Party to the State at Contracting Party's expense at termination or expiration of this agreement.

**ARTICLE VIII**  
**ASSIGNMENT**

8.1 The Contracting Party shall not assign any interest in this agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contracting Party from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**ARTICLE IX**  
**FINANCIAL DISCLOSURE**

9.1 Each recipient shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the Contracting Party is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the goals and objectives. This evaluation shall be based upon the progress reports and cost reports as provided and certified by the Contracting Party under the requirements of this agreement, as well as any



site visits that may be made under the provisions this agreement, to ensure effective achievement of the goals and objectives.

**ARTICLE X**  
**AUDITOR'S CLAUSE**

10.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of the Contracting Party which relate to this Agreement.

10.2 The Contracting Party and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this agreement for a period of three years after the date of Treasury's acceptance of the final Cost and Progress Reports and documentation as required to be filed under Section 2.2 of the Agreement.

**ARTICLE XI**  
**AMENDMENTS IN WRITING**

11.1 Any alteration, variation, modification, or waiver of provisions of this agreement shall be valid only when it has been reduced to writing, executed by all parties and approved by the Director of the Office of Contractual Review, Division of Administration, or other delegated authority **prior to the alteration, variation, modification or waiver of any provision of this Agreement.** This agreement may not be amended after the expiration date.

**ARTICLE XII**  
**FISCAL FUNDING CLAUSE**

12.1 The continuation of this agreement is contingent upon the appropriation of funds to fulfill the requirements of the agreement by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the agreement, the agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**ARTICLE XIII**  
**TERM OF CONTRACT**

13.1 This Agreement shall begin on July 1, 2021 and shall terminate on June 30, 2022. Every effort should be made to complete the objectives of the agreement and incur approved expenses by June 30, 2022. There is no extension of the June 30, 2022 deadline without legislative action and approval.

**ARTICLE XIV**  
**DISCRIMINATION CLAUSE**

14.1 The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contracting Party agrees not to discriminate in its employment practices, and will render services under this contract without regard to age, race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**WITNESSES:**

**DEPARTMENT OF THE TREASURY**  
**STATE OF LOUISIANA**

\_\_\_\_\_

\_\_\_\_\_  
*Agency Head or designee*

\_\_\_\_\_

\_\_\_\_\_  
*Print Name and Title*

THUS DONE AND SIGNED AT \_\_\_\_\_, Louisiana on the \_\_\_\_\_ day, of \_\_\_\_\_, 20\_\_\_\_\_.

**WITNESSES:**

**Contracting Party**

\_\_\_\_\_

\_\_\_\_\_  
*Authorized Person*

\_\_\_\_\_

\_\_\_\_\_  
Matthew Jewell, Parish President  
*Print Name and Title*

**ATTACHMENT A - PLAN**

**Act 120 of 2021 Regular Legislative Session Schedule 20**

NAME OF CONTRACTING PARTY:

St. Charles Parish

NAME AND BRIEF NARRATIVE OF PROGRAM:

Drainage Improvements at King and Hahn Streets

**Program Goals, Objectives, Expected Outcomes/Results Activities and Related Performance Measures (Duplicate pages as needed for each goal identified). What are the goals, objective(s), expected outcomes/results for this program:** Indicate the goals/objectives for this program. Indicate the expected outcomes/results for each goal. Explain how each goal, objective, outcome/result is measured. Identify activities that will be implemented to achieve expected outcomes, the person(s) responsible for implementing the activity, and the expected completion date.

1. Program Goal (*Goals are the intended broad, long-term results. Goals are clear statements of the general end purposes toward which efforts are directed.*)

The goal of the program is to improve drainage at King and Hahn Streets.

2. Program Objective(s) (*Objectives are intermediate outcomes--specific, measurable steps towards accomplishing the goal, that identify the expected outcomes and results. **The program objective must include a percentage, a specific dollar amount or a number***).

1. Spend \$260,000 for drainage improvements at King and Hahn Streets by June 30, 2022
2. Complete 100% of the project by June 30, 2022

3. Relevant Activity (Activities) (*An activity is a distinct subset of functions or services within a program to meet the Program Objective.*)

To use the funding for drainage improvements within St. Charles Parish.

4. Performance Measure(s) (*Measure the amount of products or services provided or number of customers served. Specific quantifiable measures of progress, results actually achieved and assess program impact and effectiveness. **A Performance Measure must be designated as a percentage, a specific dollar amount or a number***).

1. Amount spent on drainage improvements at King and Hahn Streets.
2. Percentage of project completed

# ATTACHMENT B

Page 1

## Project Budget (2021-2022)

Act 120 of 2021 Regular Legislative Session

Schedule 20

### St. Charles Parish

#### Anticipated Income or Revenue

Sources (list all sources of revenue)

Amounts

1. Act 120 appropriation	\$260,000
2.	\$
3.	\$
<b>Total all sources</b>	<b>\$260,000</b>

#### Anticipated Expenses

Expense Categories

Total Amount

Amount Line Item  
Appropriation

(see Footnote 1 below)

(see Footnote 2 below)

Gross Salaries(See Attachment B, Page 2)	\$	\$
Related Benefits (Employer share)	\$	\$
Travel	\$	\$
Operating Services:		
Advertising	\$	\$
Printing	\$	\$
Insurance	\$	\$
Maintenance of Equipment	\$	\$
Maintenance of Office and Grounds	\$	\$
Rentals	\$	\$
Software licensing	\$	\$
Dues and Subscriptions	\$	\$
Telephones and Internet Service	\$	\$
Postage	\$	\$
Utilities	\$	\$
Other	\$	\$
Office Supplies	\$	\$
Professional & Contract Services	\$260,000.00	\$260,000.00
(See Attachment B, Page 3)		
Other Charges (See Attachment B, Page 4)	\$	\$
Acquisitions & Major Repairs	\$	\$
<b>Total Use of the Appropriation</b>	<b>\$260,000.00</b>	<b>\$260,000.00</b>

(Budget categories listed above reflect a typical budget and may be adjusted by the agency and recipient to reflect actual categories necessary for each individual program. Salaries and Professional & Other Contract Services and Other Charges shall be detailed using Pages 2, 3 and 4 of Attachment B).

All numbers must be rounded to the nearest dollar.

Footnote (1) This column represents expenditures by category and MUST equal total sources listed above.

Footnote (2) This column represents the portion of expenditures by category funded by the state appropriation provided by this Cooperative Endeavor Agreement.

# ATTACHMENT B

Page 2

## Staffing Chart

Act 120 of 2021 Regular Legislative Session

Schedule 20

Name of Contracting Party: St. Charles Parish

Name of Program: Drainage Improvements at King and Hahn Streets

Name	Title	Total Annual Salary Amount	Total Salary Paid by Appropriation		Related Benefits	Full time or Part Time # of months
			Amount	Percentage		
NA						

Totals    \$ \_\_\_\_\_          \$ \_\_\_\_\_    \$ \_\_\_\_\_

# ATTACHMENT B

Page 3

## Schedule of Professional and Other Contract Services

Act 120 of 2021 Regular Legislative Session

Schedule 20

Name of Contracting Party: St. Charles Parish

Name of Program: Drainage Improvements at King and Hahn Streets

Name and Address of Individual and/or Firm	Nature of Work Performed and Justification for Services	Total Contract Amount	Total Paid by Appropriation
TBD	Drainage Improvements	\$260,000	\$260,000

Totals

\$260,000

\$260,000

# ATTACHMENT B

Page 4

## Schedule of Other Charges

Act 120 of 2021 Regular Legislative Session

Schedule 20

Name of Contracting Party: St. Charles Parish

Name of Program: Drainage Improvements at King and Hahn Streets

Provide a description of the intended use of the funds listed in Other Charges and the dollar amount. Each use should be listed separately. Do not budget funds in Other Charges that can be placed in another expenditure category.	List dollar Amount for each use
1.NA	
	Total – Should agree with Attachment B, Page 1

**ATTACHMENT B-SUPPLEMENT**

**Business Plan**

**Narrative Justification for Plan B or Plan C**  
Act 120 of 2021 Regular Legislative Session

**Schedule 20**

**St. Charles Parish**



## ATTACHMENT C

**Progress Report for the Period of \_\_\_\_\_ to \_\_\_\_\_**

**Act 120 of 2021 Regular Legislative Session**

**Schedule 20**

*(To be submitted quarterly showing progress achieved. Duplicate pages as needed.)*

Name of Contracting Party: St. Charles Parish

Contact Name: Carla Chiasson

Telephone: (985) 783-5000 Fax :(\_\_\_\_) \_\_\_\_\_

<p><b>Goal:</b></p> <p>The goal of the program is to improve drainage at King and Hahn Streets.</p>	
<p><b>Objective(s):</b></p> <ol style="list-style-type: none"> <li>1. Spend \$260,000 for drainage improvements at King and Hahn Streets by June 30, 2022</li> <li>2. Complete 100% of the project by June 30, 2022</li> </ol>	
<p><b>Activity(Activities) Performed:</b></p> <p>To use the funding for drainage improvements within St. Charles Parish.</p>	
<p><b>Performance Measure(s):</b></p> <ol style="list-style-type: none"> <li>1. Amount spent on drainage improvements at King and Hahn Streets.</li> <li>2. Percentage of project completed</li> </ol>	<p><b>%, \$ amt. or number complete</b></p> <ol style="list-style-type: none"> <li><b>1.</b></li> <li><b>2.</b></li> </ol>

***I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.***

\_\_\_\_\_  
**Signature of Authorized Person**

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Date**

## ATTACHMENT D

**Cost Report for the Period of \_\_\_\_\_ to \_\_\_\_\_**

*(Expense categories & dollar amounts must reflect those listed in "Attachment B" project budget.)*

**Act 120 of 2021 Regular Legislative Session**

**Schedule 20**

Name of Contracting Party: St. Charles Parish

Name of Program: Drainage Improvements at King and Hahn Streets

Expense Category	Amount of Line Item Appropriation from Attachment B Page 1	Quarterly Expenditures	Total Cumulative Year to Date Expenditures	Balance Remaining
Gross Salaries				
Related Benefits (employer share				
Travel				
Operating Services:				
Advertising				
Printing				
Insurance				
Maintenance of Equipment				
Maintenance of Office and Grounds				
Rentals				
Software licensing				
Dues and Subscriptions				
Telephones and Internet Service				
Postage				
Utilities				
Other				
Office Supplies				
Professional Services	260,000			
Other Charges				
Acquisitions & Major Repairs				
<b>Totals</b>	<b>\$260,000</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**NOTE: Include a copy of the check and invoice/receipt for each expense submitted with this report.**

*I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.*

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

## ATTACHMENT D-1

**Cost Report for the Period of \_\_\_\_\_ to \_\_\_\_\_**  
 Act 120 of 2021 Regular Legislative Session

Schedule 20

Name of Contracting Party: St. Charles Parish

Name of Program: Drainage Improvements at King and Hahn Streets

Instructions: List each individual and/or Firm and approved budget amount as listed on Page 3 of Attachment B.

Name of Sub-contractor	Amount of Line Item Appropriation from Attachment B	Quarterly Expenditures to be paid by the State (must equal invoices etc.)	Total Cumulative Year to Date Expenditures including this quarter's expenditures	Balance Remaining
<b>Professional Services:</b>				
<b>TBD</b>	<b>\$260,000</b>			
<b>Totals</b>	<b>\$260,000</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**NOTE: An Attachment E-1 must be submitted for any sub-contractor listed on this attachment.**

*I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.*

\_\_\_\_\_  
 Signature of Authorized Person

\_\_\_\_\_  
 Print Name and Title

\_\_\_\_\_  
 Date

**ATTACHMENT E**  
**Disclosure and Certification Statement**  
Act 120 of 2021 Regular Legislative Session

Schedule 20

**Contracting Party Name: St. Charles Parish**

**Contractor's Mailing Address: P.O. Box 302, Hahnville, LA 70057**

**Name of Program: Drainage Improvements at King and Hahn Streets**

**Organization Type: (Example: local government, non-profit, corporation, LLP, etc.) Local Government**

**Private entities required to register with the Secretary of State's office must be in good standing with that office.**

**Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:**

**Matthew Jewell, Parish President**  
**Beth A. Billings, Councilwoman At Large, Div. A**  
**Holly Fonseca, Councilwoman At Large, Div. B**  
**La Sandra Darensbourg Gordon, Councilwoman, District I**  
**Mary K. Clulee, Councilwoman, District II**  
**Dick Gibbs, Councilman, District III**

**Nicky Dufrene, Councilman, District IV**  
**Marilyn B. Bellock, Councilwoman, District V**  
**Bob Fisher, Councilman, District VI**  
**Julia Fisher-Cormier, Councilwoman, District VII**  
**Michael Palamone, Chief Administrative Officer**

**Mailing Address: P.O. Box 302, Hahnville, LA 70057**

**Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:**

**Miles Bingham, Director of Public Works and Wastewater**  
**Grant Dussom, Chief Financial Officer**  
**Carla Chiasson, Grants Officer**

**Mailing Address: P.O. Box 302, Hahnville, LA 70057**

**List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.**

- I hereby certify that this organization has no outstanding audit issues or findings.
- I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings. (ATTACH COPY OF AUDIT FINDINGS)

**Attach a completed Federal Form W-9 (Request for Taxpayer Identification Number and Certification)**

**I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.**

\_\_\_\_\_  
**Signature of Authorized Person**

Matthew Jewell, Parish President  
**Print Name and Title**

\_\_\_\_\_  
**Date**

**ATTACHMENT E-1**  
**Disclosure and Certification Statement**  
Act 120 of 2021 Regular Legislative Session

Schedule 20

**Contracting Party Name: St. Charles Parish**

**Name of Program: Drainage Improvements at King and Hahn Streets**

**Sub-Contractor's Name: TBD**

**Sub-Contractor's Mailing Address: TBD**

**Organization Type:** (Example: local government, non-profit, corporation, LLP, etc.)

**Private entities required to register with the Secretary of State's office must be in good standing with that office.**

**Names and Addresses of all officers and directors, including Executive Director, Chief Executive Officer or any person responsible for the daily operations of the entity:**

**Names and Addresses of all key personnel responsible for the program or functions funded through this agreement:**

**List any person receiving anything of economic value from this agreement if that person is a state elected or appointed official or member of the immediate family of a person who is a state elected or appointed official. Include the amount of anything of economic value received and the position held within the organization. Identify the official and the public position held.**

I hereby certify that this organization has no outstanding audit issues or findings.

I hereby certify that this organization has outstanding audit issues or findings and is currently working with the state to resolve such issues or findings. **(ATTACH COPY OF AUDIT FINDINGS)**

**I hereby certify that I have reviewed the above information, it is true and correct to the best of my knowledge, and I am the duly authorized representative of the organization.**

\_\_\_\_\_  
**Signature of Subcontractor (Authorized person)**

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Date**

**“Attachment F” Travel Expense Reimbursement Report  
Act 120 of 2021 Regular Legislative Session**

Name of Employee: \_\_\_\_\_

**Schedule 20**

DATE	HOUR		TERRITORY TRAVELED SHOW ALL POINTS VISITED	ODOMETER		MILES TRAV.	SUBSISTENCE		TOLLS AND PARK.	TIPS	OTHER EXPENSES	
	DEP.	ARR.		READING			LODGING	MEALS			NO.	COST
			DEPART	ARRIVE								
			TOTALS				\$		\$	\$	\$	\$

*(To be completed if travel expense category includes reimbursement of mileage, lodging, meals and tips.)*

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. St. Charles Parish	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Local Government</b>	Exempt payee code (if any) <u>3</u>  Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. P.O. Box 302	Requester's name and address (optional)
	6 City, state, and ZIP code Hahnville, LA 70057	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
7	2	-	6	0	0	1	2	0	8

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

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**File #:** 2022-0167    **Version:** 1    **Name:** Intergovernmental Agreement with the State of Louisiana through the Coastal Protection and Restoration Authority for Des Allemands Boat Launch (BA-0237)

**Type:** Resolution    **Status:** In Council - Resolutions

**File created:** 6/6/2022    **In control:** Parish Council

**On agenda:** 6/6/2022    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution to approve and authorize the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority and St. Charles Parish regarding the construction of the Des Allemands Boat Launch (BA-0237) project.

**Sponsors:** Matthew Jewell, Grants Office

**Indexes:**

**Code sections:**

**Attachments:** [2022-0167 INTERGOVERNMENTAL AGREEMENT.DES ALLEMANDS BOAT LAUNCH.DWH REC](#)

Date	Ver.	Action By	Action	Result
6/6/2022	1	Parish President	Introduced	



**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN**  
**THE COASTAL PROTECTION AND RESTORATION AUTHORITY**  
**AND**  
**ST. CHARLES PARISH**  
**REGARDING**  
**CONSTRUCTION OF**  
**THE DES ALLEMANDS BOAT LAUNCH**  
**(BA-0237)**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”), is entered into and effective on \_\_\_\_\_, 2022, by and between the State of Louisiana through the Coastal Protection and Restoration Authority, (hereinafter sometimes referred to as the “CPRA” or the “STATE”) acting by and through its Executive Director, Lawrence B. Haase, and St. Charles Parish (hereinafter referred to as the “PARISH”) represented by its duly authorized Parish President, Matthew Jewell (hereinafter collectively referred to herein as the “Parties”).

**WHEREAS**, pursuant to La. R.S. 49:214.6.1 *et seq.*, CPRA shall be responsible for the implementation and enforcement of the master plan and annual plan and shall implement projects relative to the protection, conservation, enhancement, and restoration of the coastal area of the State of Louisiana through oversight of integrated coastal projects and programs consistent with the legislative intent as expressed in La. R.S. 49:214.1; and

**WHEREAS**, the PARISH has the authority of a local political subdivision to enter into agreements with governmental bodies, such as the STATE, for the public welfare, health, safety and good order of its jurisdiction by virtue of the specific authority granted in its Home Rule Charter; and

**WHEREAS**, the Parties desire to enter into this Agreement for the purpose of providing and enhancing recreational opportunities impacted by the *Deepwater Horizon* oil spill (DWH oil spill) through the implementation and construction of the Des Allemands Boat Launch (“Project” or “Des Allemands Boat Launch”); and

**WHEREAS**, this Project, referred to as the Des Allemands Boat Launch in the *Louisiana Trustee Implementation Group Final Restoration Plan/ Environmental Assessment #4: Nutrient Reduction (nonpoint source) and Recreational Use* (Final RP/EA #4), was evaluated pursuant to the Oil Pollution Act of 1990 (OPA), the National Environmental Policy Act (NEPA), the *Deepwater Horizon Oil Spill: Final Programmatic Damage Assessment and Restoration Plan and Final Programmatic Environmental Impact Statement* (PDARP/PEIS), and the *Trustee Council Standard Operating Procedures for Implementation of the Natural Resource Restoration for the Deepwater Horizon Oil Spill* (TC SOPs); and

**WHEREAS**, the Louisiana Trustee Implementation Group (LA TIG) adopted and approved the release of the Final RP/EA #4 which found this Project eligible for funding under the Natural Resource Damage Assessment (NRDA) settlement funds from the DWH oil spill and in which this Project was selected for engineering, design, and construction; and

**WHEREAS**, the Final RP/EA #4, and the subsequent LA TIG Change Memorandum dated October 21, 2021 (the “10/21/21 Change Memorandum”), details the Project, including the total estimated Project costs and engineering, design, and construction of the Project; and

**WHEREAS**, pursuant to the Final RP/EA #4, the Parish will be responsible for the operations, maintenance, and monitoring of the Project; and

**WHEREAS**, this Agreement pertains to engineering, design, and construction of the Project; and

**WHEREAS**, this Agreement will be mutually beneficial to the Parties in the furtherance of their respective statutory purposes, duties, and authorities, and each Party expects to receive a public benefit at least equal to the costs of the responsibilities undertaken pursuant hereto; and

**WHEREAS**, CPRA and the PARISH, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Parties through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the parties, and to facilitate the successful implementation of the Project as described herein; and

**NOW, THEREFORE**, in consideration of the Parties’ mutual undertakings herein and the purposes, duties, and authorities granted under La. R.S. 49:214.1 *et seq.*, the constitution and general laws of the State of Louisiana, the Parties hereto do hereby agree as follows:

**ARTICLE I**  
**OBJECTIVE AND IDENTIFICATION**

**A. Objective.**

The Purpose of this Agreement is to set forth the terms, conditions, and responsibilities to be performed by the STATE and the PARISH in the engineering, design, construction, and operation and maintenance of the Des Allemands Boat Launch approved for funding by the LA TIG in the Final RP/EA #4 and the 10/21/21 Change Memorandum.

**B. Identification.**

For the purpose of administration, identification and record keeping, State Project Number BA-0237 is assigned to this Project. This number will be used to identify all Project costs.

**ARTICLE II**  
**GOAL**

Implementation and construction of the Des Allemands Boat Launch to provide and enhance recreational opportunities impacted by the *Deepwater Horizon* oil spill (DWH oil spill).

**ARTICLE III**  
**PROJECT DESCRIPTION**

This Project involves the engineering, design, and construction of the Des Allemands Boat Launch as described and detailed in **Attachment A**, LA TIG Implementation Work Plan for the Des Allemands Boat Launch, which is attached hereto and incorporated herein.

**ARTICLE IV**  
**SCOPE**

The PARISH and any retained contractors hereby agree to furnish services as outlined in **Attachment A**, LA TIG Implementation Work Plan and in accordance with Final RP/EA #4.

**ARTICLE V**  
**PERFORMANCE MEASURES**

The performance of this Agreement will be measured by the State Contract Monitor, Maury Chatellier, or his designee, authorized on behalf of the State, to evaluate the PARISH's contractor's/subcontractor's/consultant's performance against the criteria in the Scope of Services and are identified as:

The submission of satisfactory Monthly Monitoring Reports is required. Performance measures for this contract shall include the PARISH's contractor's/subcontractor's/consultant's timely and successful completion, submission, and performance of any work product being sought and provided through this Agreement, consistent with the provisions, goals and objectives of this Agreement. The Performance Measures for this Project are also set forth in the LA TIG's Final RP/EA #4.

**ARTICLE VI**  
**PROJECT FUNDING AND COMPENSATION**

This Agreement shall be administered as follows:

- A. CPRA shall provide to the PARISH a maximum of \$1,841,116 in *Deepwater Horizon* Natural Resource Damage Assessment ("NRDA") Settlement Funds. The Project Budget Estimate is provided in **Attachment A**. This is intended to be an estimate; actual quantities shall be billed as incurred not to exceed the maximum Project cost as specified herein.
- B. If at any time during the performance of work for a particular funding category, the actual or anticipated cost of that category exceeds 100% of that particular funding category as set forth in this Paragraph and in **Attachment A**, all work in that particular category shall cease. The Parties may agree to increase the cost of completing that particular category by transferring funds from one category to the other but only if such increase does not cause any funding to exceed the maximum Project cost. Such agreements regarding transferring funds from one category to another shall be governed by the DWH TC SOPs, of which both Parties are in possession.
- C. All funding expended for this Project shall be used for the purposes stated herein and shall be managed and administered by CPRA. All funding shall be subject to Article XXIV entitled "Fiscal Funding Clause".
- D. The Parties also agree to abide by the relevant provisions set forth in the TC SOPs.

**ARTICLE VII**  
**PROJECT RESPONSIBILITIES**

- A. **Project Tasks**
  - 1. CPRA will perform the following:
    - a) Provide funding on a reimbursable basis for engineering and design and construction of the Project.
    - b) Provide appropriate personnel for consultation as required.
    - c) Provide access to relevant materials required in the performance of the work.
    - d) Provide any progress schedules/work directives as may be necessary to facilitate the Project.
  - 2. The PARISH, or its agent, will perform the following:
    - a) Engineering, design, and construction of the Project.
    - b) Oversight of contracted work to perform any tasks listed above and in accordance with the following:

- a. Scopes of Work issued by the PARISH and associated costs incurred by the PARISH to contractors/subcontractors/consultants or other third parties for work pertaining to the Project shall be provided to the CPRA Project Manager identified in Article X.
- b. Scope of Work changes shall be properly documented, organized, and shall be provided to the CPRA Project Manager.
- c. Provide any design documents at the request of CPRA to a third party review contractor selected by CPRA.
- c) Receive, approve, and pay invoices from consultants/contractors/subcontractors/vendors on a timely basis and in accordance with this Article and all applicable state, federal, and local laws.
- d) Submit invoices to CPRA for reimbursement.
- e) The PARISH shall adhere to all applicable state funding requirements and guidelines, as well as to all terms and conditions of this Agreement. At CPRA's sole discretion, the PARISH's failure to adhere to these requirements may result in no payment to the PARISH.

**B. Public Bid**

When a work item/task is of a scope and magnitude that is beyond the capabilities of the PARISH, the PARISH shall solicit bids for the services, labor and materials needed to construct the Project in accordance with all applicable Public Bid Laws of the State, including, but not limited to La. R.S.38:2211, *et seq.* and any other laws, rules, regulations, or requirements as are applicable to political subdivisions of the State.

**ARTICLE VIII**  
**DELIVERABLES**

The PARISH shall submit to CPRA a copy of any final documents produced in connection with the performance of the work outlined herein, including but not limited to, surveys, test results, land rights documents, design documents, plans, and specifications generated for the Project in accordance with this Agreement.

During the construction period, the PARISH or its agent will document Project construction with monthly status reports that summarize the progress of construction, identify any potential or actual problems associated with compliance with the construction contract, and describe any field changes or change orders. CPRA shall receive copies of these reports by the 10<sup>th</sup> calendar day of each month and be invited to construction meetings. The PARISH will immediately notify CPRA of any construction delays or specific environmental concerns.

The PARISH or its agent will arrange for and conduct final inspection of the completed works or improvement. Such inspection shall be made in conjunction with CPRA, if requested to do so. The PARISH will provide CPRA with a certified engineer's approval of the final project inspection upon project completion, as well as a Construction Completion Report, including but not limited to as-built drawings (CAD drawings and input files), verification of completed punch-list items, photographic documentation of completed work, and any other information requested by CPRA, within two months of final inspection, if requested.

The work for this Project shall be performed in accordance with this Agreement, the *Deepwater Horizon LA TIG Final RP/EA #4*, the LA TIG Change Memorandum dated October 21, 2021, and all Engineering Design Documents, Plans, and Specifications shall be prepared according to sound engineering principles and practices as directed and defined by the CPRA Engineering Division.

The PARISH shall also submit to CPRA all other deliverables as are specified in Article VII.A.2 and IX.

**ARTICLE IX**  
**PAYMENT**

All costs incurred by the PARISH on or after the beginning of the Agreement in Article XLII, which are directly related to the work described herein, will be eligible for reimbursement in accordance with established guidelines and in accordance with Articles VI, VII, and VIII herein.

The PARISH acknowledges that any of the Project Funds not used in accordance with the terms and conditions of this Agreement, shall be reimbursed to CPRA, and that any cost and expense in excess of the total maximum Project cost, as agreed to by CPRA and set forth herein, shall be the sole responsibility of the PARISH.

Payments will be made only on the approval of Maury Chatellier, or his designee. Payment to the PARISH for services rendered shall be made according to the following and provided that the PARISH shall provide the below to CPRA, through CPRA's Project Manager identified in Article X:

- A. Prior to reimbursement, the PARISH shall render detailed monthly invoices for payment of work performed and all documentation necessary to support the invoice, including a summary of the type of work, total value of the work performed, and the costs incurred, as provided in **Attachment B**, along with the following:
  - 1. Monthly contracted services summary.
- B. Copies of all recorded time sheets/records for consultants/contractors/subcontractors/vendors shall be included in the detailed monthly invoices.
- C. Invoices shall be verified by the PARISH's consultant/contractor/ subcontractor/vendor and another properly designated official representing the PARISH as being correct and in compliance with the plans and specifications.
- D. All invoices shall be subject to verification, adjustment and/or settlement as a result of any audit referenced in Article X of this Agreement. Project costs in excess of those described in Article VI shall be borne 100% by the PARISH.
- E. Subject to any other terms of this Agreement, in no case shall the sum total of payments made by CPRA to the PARISH exceed **\$1,841,116** for the initial term of this Agreement.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49. Travel and other allowable expenses shall constitute part of the maximum payable under the terms of this Agreement. All out of state travel will be subject to prior written approval of the Executive Director of the CPRA.

This is a budget estimate; actual rates and quantities shall be billed as incurred, not to exceed the total maximum Project cost of **\$1,841,116**, as set forth in Article VI.

The participation by CPRA in the Project shall in no way be construed to make CPRA a party to any contract between the PARISH and its consultant(s)/contractor(s)/subcontractor(s).

**ARTICLE X**  
**RECORD KEEPING, REPORTING, AUDITS AND CONTRACT MONITORING**

The Contract Monitor for this Agreement is Maury Chatellier, or his designee, and the Project Manager designated for the Project by CPRA shall be Joe Wyble, or his designee. CPRA shall provide the PARISH notice of any changes to the designated Project Manager within seven (7) days of any such change.

The Project Manager shall maintain a file relative to the necessary acquisition of services, labor and materials needed to complete the Project. Likewise, the PARISH shall maintain a

procurement file relative to the necessary acquisition of services, labor, and materials needed to complete the Project that will be subject to review by CPRA at any time and upon request.

The PARISH agrees to abide by the requirements of all applicable state and federal statutes, laws, rules, and regulations, including but not limited to any requirements of the subject NRDA restoration plan and TC SOPs.

The PARISH shall maintain all documents, papers, books, field books, accounting records, appropriate financial records and other evidence, including electronic records that are pertinent to the Project Funds, pertaining to costs incurred for the Project and shall make such materials available for inspection at all reasonable times during the Agreement period and for a six (6) year period from the date of reimbursement under the Project for inspection by CPRA and/or the Legislative Auditor; however, prior to disposal of any Project data for the Project, the PARISH shall obtain prior written approval from CPRA.

Each Party acknowledges and agrees that the Legislative Auditor of the State of Louisiana, the auditors of the Office of the Governor, Inspector General, and Division of Administration, shall have the authority to audit all records and accounts of CPRA and the PARISH which relate to this Agreement, and those of any subcontractors which relate to this Agreement. Any audit shall be performed in accordance with R.S. 24:513 *et seq.*, as applicable, and/or the TC SOPs. The PARISH further agrees to make available to the Office of the Governor, Division of Administration, any documents, papers or other records, including electronic records of the PARISH that are pertinent to the Project Funds, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the PARISH's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

CPRA and the PARISH, and any consultants/contractors/subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of ten (10) years after the date of final payment under the prime contract and any contract/subcontract entered into under this Agreement.

The purpose of submission of documentation by CPRA to the PARISH, or by the PARISH to CPRA as required by this Agreement is to verify that such documentation is being produced, to provide evidence of the progress of the Project, and to verify that the expenditure of Project funds occurs in accordance with the terms of this Agreement. CPRA assumes no responsibility to provide extensive document review for any documents received by the PARISH or its consultants/contractors/subcontractors or to determine the completeness or accuracy of any such documentation. The PARISH and its consultants/contractors/subcontractors shall also be responsible for, and assure, compliance with all applicable state statutes, laws, rules, and regulations in carrying out any of its obligations under this Agreement.

The PARISH shall be responsible for monitoring any consultants, contractors and subcontractors to ensure that work performed in connection with this Agreement comports with the Agreement's terms and all applicable federal and state laws, rules, regulations, and guidelines.

The Parties agree to abide by the relevant record keeping, reporting, auditing, and monitoring provisions set forth in the TC SOPs.

## **ARTICLE XI**

### **TERMINATION FOR CAUSE**

CPRA may terminate this Agreement for cause based upon the failure of the PARISH to comply with the terms and/or conditions of the Agreement; provided that CPRA shall give the PARISH written notice specifying the PARISH's failure. If within thirty (30) days after receipt of

such notice, the PARISH shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then CPRA may, at its option, place the PARISH in default and the Agreement may terminate on the date specified in such notice.

The PARISH may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of CPRA to comply with the terms and conditions of this Agreement; provided that the PARISH shall give CPRA written notice specifying CPRA's failure and providing a reasonable opportunity for CPRA to cure the defect.

In the event that either Party elects to terminate this Agreement pursuant to this Article, the Parties agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein. The obligations under this Article shall survive termination or expiration of this Agreement for any reason.

## **ARTICLE XII**

### **TERMINATION FOR CONVENIENCE**

CPRA may terminate this Agreement at any time by giving thirty (30) days written notice to the PARISH. The PARISH may likewise terminate this Agreement at any time by giving thirty (30) days written notice to CPRA. The PARISH shall be entitled to reimbursement for the costs of deliverables in progress, to the extent work has been performed satisfactorily as of the date of termination and any costs or expenses the PARISH incurs which are directly associated with the termination, modification, or change of any underlying engineering, design and/or consultant contracts for the Project.

In the event that either Party elects to terminate this Agreement pursuant to this Article, the Parties agree to participate in a final cost accounting as of the date of termination and in accordance with the terms and conditions herein. The obligations under this Article shall survive termination or expiration of this Agreement for any reason.

## **ARTICLE XIII**

### **ALLOWABLE COSTS**

Costs that result from obligations incurred by the PARISH during a suspension or after termination are not allowable unless CPRA expressly authorizes them in writing in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the PARISH before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

## **ARTICLE XIV**

### **NON-DISCRIMINATION CLAUSE**

The Parties agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, the Davis-Bacon Act (40 USC 276a et seq.), and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Parties agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**ARTICLE XV**  
**COMPLIANCE WITH STATE AND FEDERAL LAW**

The Parties agree to comply with any applicable Federal labor laws covering non-Federal construction, which may include but are not limited to, the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c) and to the extent if applicable 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act) (formerly 40 U.S.C. 276a *et seq.*). The Parties further agree, in the case of any equipment and/or product authorized to be purchased under this Agreement, to comply with the Buy American Act 41 U.S.C. 8301-8305 (formerly 41 U.S.C. 10a-10c), if and as applicable.

Further, the PARISH and its employees, subcontractors and agents shall agree to comply with all applicable Federal, State, and Local laws, rules, regulations, guidelines, policies, and ordinances, in carrying out all provisions of this Agreement.

**ARTICLE XVI**  
**EMPLOYEE WHISTLEBLOWER RIGHTS**  
**AND REQUIREMENT TO INFORM**

This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (F.A.R.) 3.908.

The PARISH and any retained contractors shall inform their employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the F.A.R.

The PARISH and any retained contractors shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold.

**ARTICLE XVII**  
**VETERANS AND HUDSON INITIATIVES**

CPRA fully participates in and encourages the PARISH and any retained contractors to participate in the Hudson Initiative. The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as “LaVets” and “SEs” respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible contractors are encouraged to become certified. Eligible contractors are also required to make it clear in their proposal that they are certified by attaching a certification document. Qualification requirements and online certification are available at <https://smallbiz.louisianaeconomicdevelopment.com>.

**ARTICLE XVIII**  
**HOLD HARMLESS AND INDEMNITY**

The PARISH shall be fully liable for the actions of its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors,



vendors, and other persons under its control, and shall fully indemnify and hold CPRA and its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, harmless from suits, actions, damages, and costs of every name and description relating to personal injury and/or damage to real or personal tangible property, caused by the negligence, failure to act or legal fault of the PARISH, its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control, without limitation, except that the PARISH shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act or legal fault of CPRA, and its successors, officers, directors, assigns, agents, representatives, employees, partners, consultants, contractors, subcontractors, vendors, and other persons under its control.

No Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties herein.

The obligations under this Section shall survive termination or expiration of this Agreement for any reason.

#### **ARTICLE XIX** **CLAIMS FOR LIENS**

The PARISH shall be solely liable for and shall hold CPRA harmless from any and all claims or liens for labor, services or material furnished to the PARISH in connection with the performance of its obligations under this Agreement.

#### **ARTICLE XX** **TAXES**

The PARISH hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be PARISH's obligation and identified under Federal Tax Identification Number 72-6001208.

#### **ARTICLE XXI** **AMENDMENTS**

Notwithstanding any other provision herein, the Parties agree that any change to this Agreement shall require a written amendment, mutually agreed upon and signed by both Parties. The terms and conditions contained in this Agreement may not be amended, modified, superseded, subsumed, terminated, or otherwise altered except by mutual written consent of all Parties hereto.

#### **ARTICLE XXII** **OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to the PARISH by CPRA shall remain the property of CPRA and shall be returned by the PARISH to CPRA upon request at termination or expiration of this Agreement. All records, reports, documents, or other material related to this Agreement and/or obtained or prepared by the PARISH in connection with performance of the services contracted for herein shall be the property of the PARISH, and shall be retained in accordance with the terms of this Agreement.

#### **ARTICLE XXIII** **NO ASSIGNMENT**

The PARISH shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, subrogation or novation), without prior written consent

of CPRA, provided however, that claims for money due or to become due to the PARISH from CPRA may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to CPRA.

**ARTICLE XXIV**  
**FISCAL FUNDING CLAUSE**

The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Louisiana Legislature. If the Louisiana Legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if the allocation is rescinded or reduced by the State in case of an emergency, or the appropriation is reduced by veto of the Governor or by any other means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are rescinded, reduced, or not appropriated.

**ARTICLE XXV**  
**CERTIFICATION OF DEBARMENT / SUSPENSION STATUS**

All Parties certify with their execution of this Agreement that it is not suspended, debarred or ineligible from entering into contracts or agreements with any department or agency of the Federal Government, or in receipt of notice of proposed debarment or suspension. The PARISH further certifies with its execution of this Agreement that it is not suspended, debarred or ineligible from entering into contracts or agreements with any department or agency of the State of Louisiana, or in receipt of notice of proposed debarment or suspension.

All Parties agree to secure from any consultants, contractors, and/or subcontractors for the Project certification that such consultants, contractors, and/or subcontractors are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension. The Parties further agree to secure from any consultants, contractors, and/or subcontractors for the Project certification that such consultants, contractors, and/or subcontractors are not suspended, debarred or declared ineligible from entering into contracts with any department or agency of the State of Louisiana, or in receipt of a notice of proposed debarment or suspension.

All Parties agree to provide immediate notice to the other party in the event of it or its consultants, contractors, and/or any subcontractors associated with the Project being suspended, debarred or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement. The PARISH further agrees to provide immediate notice to CPRA in the event of it or its consultants, contractors, and/or any subcontractors being suspended, debarred or declared ineligible by any department or agency of the State of Louisiana, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this Agreement.

Upon notice of suspension, debarment, or declaration that either Party and/or its consultants, contractors and/or any subcontractors are ineligible to enter into contracts with any department or agency of the Federal Government, either prior to or after execution of this Agreement, each Party reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Agreement pursuant to the terms of Article XI in this Agreement, or take such other action it deems appropriate under this Agreement. Upon notice of suspension, debarment, or declaration that the PARISH and/or its consultants, contractors, and/or any subcontractors are ineligible to enter into contracts with any department or agency of the State of Louisiana, either prior to or after execution of this Agreement, CPRA further reserves

the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this Agreement pursuant to the terms of Article XI in this Agreement, or to take such other action it deems appropriate under this Agreement.

**ARTICLE XXVI**  
**SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

**ARTICLE XXVII**  
**NO THIRD PARTY BENEFICIARY**

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement as indicated herein or by operation of law.

**ARTICLE XXVIII**  
**RELATIONSHIP OF PARTIES**

- A. In the exercise of their respective rights and obligations under this Agreement, the PARISH and CPRA each act in an independent capacity, and no Party is to be considered the officer, agent, or employee of the other, unless otherwise provided by law.
- B. In the exercise of its rights and obligations under this Agreement, no Party shall provide, without the consent of the other Party, any consultant/contractor/subcontractor with a release that waives or purports to waive any rights the other Party may have to seek relief or redress against that consultant/contractor/subcontractor either pursuant to any cause of action that the other Party may have or for violation of any law.
- C. The participation CPRA in the Project shall in no way be construed to make CPRA a party to any contract between the PARISH, its consultants, contractors, and/or subcontractors or between CPRA and any third party. The participation by the PARISH in the Project shall in no way be construed to make the PARISH a party to any contract between CPRA and/or either's consultants, contractors, and/or subcontractors, or any third party.

**ARTICLE XXIX**  
**APPLICABLE LAW, VENUE AND DISPUTES**

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. Before any Party to this Agreement may bring suit in any court concerning any issue relating to this Agreement, such Party must first seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, Louisiana.

**ARTICLE XXX**  
**REMEDIES FOR DEFAULT**

Any claim or controversy arising out of this Agreement shall be resolved by the provisions of LSA - R.S. 39:1672.2-1672.4.

**ARTICLE XXXI**  
**DELAY OR OMISSION**

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

**ARTICLE XXXII**  
**SEVERABILITY**

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

**ARTICLE XXXIII**  
**ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

**ARTICLE XXXIV**  
**PROVISION REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement shall forthwith be amended to make such insertion or correction.

**ARTICLE XXXV**  
**ANTI-LOBBYING**

The PARISH and its consultants, contractors, or subcontractors agree not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

The PARISH and all of its consultants, contractors, and subcontractors shall agree to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has

not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The PARISH and each of its and all of its consultants, contractors, and subcontractors shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

**ARTICLE XXXVI**  
**REPORTING OF FRAUD, WASTE, ABUSE OR CRIMINAL ACTIVITY**

In accordance with La. R.S. 24:523.1, any actual or suspected misappropriation, fraud, waste or abuse of public funds shall be reported to one of the following:

Toll-Free Phone: 1-844-50-FRAUD (1-844-503-7283); or

Fax to: 1-844-40-FRAUD (1-844-403-7283); or

Via U.S. Mail: LLA Hotline P. O. Box 94397 Baton Rouge, LA 70804.

**ARTICLE XXXVII**  
**PROHIBITED ACTIVITY, CONFLICTS OF INTEREST, AND CODE OF ETHICS**

The PARISH and its consultants, contractors, and subcontractors are prohibited from using, and shall be responsible for its consultants, contractors, and subcontractors being prohibited from using, the Project Funds provided herein for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. The PARISH and its consultants, contractors, and subcontractors will comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

The PARISH and any entity or individual performing work under this Agreement subject to any form of legal agreement with the PARISH, including without limitation, consultants, contractors and subcontractors, must comply with the conflicts of interest provisions referenced in CPRA's Conflicts of Interest Policy as contained in CPRA's Policy No. 4, entitled "Governmental Ethics Compliance and Dual Employment", effective April 1, 2009, as well as any additional agency conflicts of interest policies or procedures that CPRA may implement in the future.

The PARISH and any entity or individual performing work under this Agreement subject to any form of legal agreement with the PARISH, including without limitation, consultants, contractors and subcontractors, must also comply with Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 *et seq.*, Code of Governmental Ethics) in the performance of services called for in this Agreement. The PARISH agrees to immediately notify the CPRA if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

**ARTICLE XXXVIII**  
**COVENANT AGAINST CONTINGENT FEES**

The PARISH shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, CPRA shall have the right to annul this Agreement without liability in accordance with Article XI ("Termination for Cause") of this Agreement or, in its discretion, to deduct from this Agreement

or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

**ARTICLE XXXIXL**  
**DRUG FREE WORKPLACE COMPLIANCE**

The PARISH hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 24 C.F.R. Part 21. Further, in any contracts executed by and between the PARISH and any third parties funded using the Project Funds under this Agreement, there shall be a provision mandating compliance with the Drug-Free Workplace Act of 1988, as amended, in accordance with 48 FAR 23.500, *et seq.*, and 48 C.F.R. 52.223-6.

**ARTICLE XL**  
**NO AUTHORSHIP PRESUMPTIONS**

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

**ARTICLE XLI**  
**DESIGNATION OF POINTS OF CONTACT**

The Parties designate the following persons to be their official contacts in relation to this Agreement. Any Party may change its contact person upon written notice to the other Party. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given, if in writing and delivered personally or sent by registered or certified mail as follows:

If to the PARISH:

Matthew Jewell  
Parish President  
Courthouse, Third Floor  
15045 River Road  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000

If to CPRA:

Lawrence B. Haase  
Executive Director  
Coastal Protection and Restoration Authority  
150 Terrace Avenue  
Baton Rouge, LA 70802  
225-342-7308

**ARTICLE XLII**  
**EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION**

This Agreement shall begin on May 9, 2022, and terminate on July 31, 2025. This Agreement shall terminate upon mutual execution of a “notice of completion”, acknowledging that all actions and activities described in the Implementation Work Plan (attached hereto as **Attachment A**) have been satisfied, unless otherwise terminated or amended by written mutual agreement of all parties or in accordance with the terms herein.

Except as otherwise provided herein, the provisions, terms and conditions contained in this Agreement may not be amended, modified, superseded, terminated, or otherwise altered except by mutual written consent of all Parties hereto.

This Agreement may be executed in multiple originals.

**THUS SIGNED** on the dates indicated below before competent witnesses.

**COASTAL PROTECTION AND RESTORATION AUTHORITY**

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

Lawrence B. Haase, Executive Director

DATE: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name



**THUS SIGNED** on the dates indicated below before competent witnesses.

**ST. CHARLES PARISH**

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

Matthew Jewell, Parish President

DATE: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, personally came and appeared Lawrence B. Haase, to me known, who declared that he is the Executive Director of the Coastal Protection and Restoration Authority, that he executed the foregoing Agreement on behalf of said entity, that the Agreement was signed pursuant to the authority granted to him by said entity, and that he acknowledged the Agreement to be the free act and deed of said entity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Louisiana Notary Public/Bar Number

My commission expires: \_\_\_\_\_  
(SEAL)

**STATE OF LOUISIANA**

**PARISH OF ST. CHARLES**

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, personally came and appeared Matthew Jewell, to me known, who declared that he is the Parish President of St. Charles Parish, that he executed the foregoing Agreement on behalf of said entity, that the Agreement was signed pursuant to the authority granted to him by said entity, and that he acknowledged the Agreement to be the free act and deed of said entity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Louisiana Notary Public/Bar Number

My commission expires: \_\_\_\_\_  
(SEAL)

## ATTACHMENT A

### Louisiana Trustee Implementation Group Implementation Work Plan for Des Allemands Boat Launch

This *Deepwater Horizon* (DWH) Implementation Work Plan outlines the tasks and activities to be undertaken to implement the Des Allemands Boat Launch project authorized by the Louisiana Trustee Implementation Group (LA TIG) in the Louisiana Trustee Implementation Group Final Restoration Plan/Environmental Assessment #4: Nutrient Reduction (Nonpoint Source) and Recreational Use (RP/EA #4) and Resolution #LA-2022-013. The Louisiana Coastal Protection and Restoration Authority (CPRA) is the Lead Trustee for this project and will oversee the work performed by St. Charles Parish as outlined herein.

#### ACTIVITIES

##### Project Implementation

1. Activities and responsibilities. St. Charles Parish is responsible for the planning, engineering and design, permitting and consultation, and construction of the project, as outlined in RP/EA #4.
2. Timeframe. Implementation will begin as soon as environmental compliance is completed.

Activity	Responsible Party	Funds	Expected Timeframe
Planning and E&D	St. Charles Parish	DWH NRDA	4-6 months
Permitting and Consultation	St. Charles Parish /LA TIG	DWH NRDA	6 months
Construction	St. Charles Parish	DWH NRDA	24 months

##### Operation and Maintenance

1. Activities and responsibilities. St. Charles Parish is responsible for all maintenance activities and costs related to the new and improved structures, which would include a 4,873-foot-long × 22-foot-wide limestone access road with adjacent drainage improvements for boat ramp traffic from Louisiana Highway 632 to the parking lot (480 feet paved with asphalt at turnoff); a paved (asphalt) parking lot with up to 60 spaces large enough to accommodate a vehicle with a trailer as well as 16 single car spaces, four of which would be ADA compliant; two paved access roads (dimensions TBD; est. 30 feet wide x 260 feet long per road) on either side of the parking lot providing access to the four launch ramps at Bayou Des Allemands; four concrete boat launch ramps (final dimensions TBD; est. 90-foot-long × 12-foot-wide) with an adjacent approximately 14,400-square-foot maneuvering area; three 50-foot-long × 8-foot-wide (400-square-foot each) wooden docks constructed of treated wood; two 100-foot-long × 7-foot-wide fishing piers constructed of treated wood; two 4-foot-wide ADA-compliant concrete walkway (length TBD; est. 270 feet per walkway) for foot traffic from the fishing pier to the parking area, as well as any repairs or maintenance needed over the life of these structures.

2. Funding. The funding for operation and maintenance activities are the responsibility of St. Charles Parish. After the project is constructed, St. Charles Parish may elect to charge a launch fee to partially fund operation and maintenance of the facility.
3. Timeframe. St. Charles Parish will conduct reasonable and appropriate maintenance with respect to this project, beginning at the completion of construction of the infrastructure and improvements as described in RP/EA #4.

## **Monitoring**

1. Activities and responsibilities. Monitoring of the alternative will include ensuring that all elements are constructed as designed, and that the alternative enhances recreational use compared with pre-construction conditions. St. Charles Parish is responsible for performance and use monitoring and for obtaining as-built designs from the project engineer. Funding for post-construction monitoring will be provided by St. Charles Parish.
2. Funding. The funding source for monitoring activities is St. Charles Parish funds.
3. Timeframe. St. Charles Parish will conduct monitoring as outlined in the RP/EA #4 for 5 years.

## **BUDGET**

1. The total DWH funding available for the project is \$1,841,116. The funding will be utilized for construction; St. Charles Parish will provide the funding for design services and any additional funding needed to complete construction. This cost estimate does not include funds for operation, maintenance, or monitoring, all of which are the responsibility of St. Charles Parish. Any costs incurred or obligated for any construction activity over and above the DWH funded portion of this project budget must be approved in advance in writing as per the Implementation Agreement and approved by the TIG.

## **REPORTING REQUIREMENTS/DELIVERABLES**

1. Project Implementation. CPRA will provide financial and implementation project status to the LA TIG at regularly scheduled LA TIG meetings (monthly or as requested). Reporting requirements for project implementation will continue until construction of the infrastructure and improvements described in the RP/EA #4 is complete. At any time, the LA TIG may request CPRA to provide a status update on implementation and monitoring of the Project. Upon request and justification by CPRA, and as consistent with the Trustee Council Standard Operating Procedures (TC SOPs), the LA TIG may grant flexibility in meeting the reporting requirements of this Implementation Plan. CPRA will update project records in DIVER at least annually, and as needed following the TC SOPs, throughout the planning, execution, and post-execution stages. These updates will include, but may not be limited to, the following: contracting actions, financial expenditures, environmental compliance, planning and construction milestones and outcomes, and long-term activities, including monitoring and operations, management, and maintenance, as applicable.

2. Project Monitoring. St. Charles Parish will provide an annual report to CPRA by January 30<sup>th</sup> of each year describing the prior year's monitoring activity in accordance with the Monitoring Plan. Each monitoring report should describe 1) the monitoring activity; 2) date of each activity; 3) expenditures; and 4) information collected. CPRA, in conjunction with St. Charles Parish, will be responsible for reporting on general monitoring activities as part of the project reporting, following the TC SOPs, into DIVER. Reporting requirements for project monitoring will continue for the duration of the monitoring activities specified in the Monitoring Plan. Reporting requirements for project monitoring will continue for the duration of the monitoring activities specified in the Monitoring Plan.
3. Letter of Completion. Within 45 days of completion of all requirements specified in this Work Plan, St. Charles Parish will submit a letter of completion to CPRA. This letter will certify that all project components have been completed through a final monitoring report and provide a final accounting of expenditures, funds balance, including interest, and the total amount of funds that will be returned to CPRA, if required.
4. Form. All project reporting will be in the form specified by CPRA and consistent with the reporting requirements in the RP/EA #4 and the TC SOPs.

**ADDITIONAL TERMS:**

1. CPRA will notify the LA TIG of material project changes during design or construction before taking further action on the project. Notifications will include a brief discussion of the change, impact, and proposed path forward. Any material project changes must be approved by the LA TIG.
2. At the time this Work Plan is approved, environmental compliance with federal regulations is still pending for the project. The LA TIG Trustees agree that all applicable regulatory compliance activities must be completed prior to undertaking any construction related activities for the project and that the terms and conditions of all federal, state, and local permits must be complied with in the course of implementing the project. All compliance documents will be posted to the project file on the LA TIG SharePoint site.

Bald and Golden Eagle Protection Act (USFWS)	Complete
Coastal Barrier Resources Act (CRA) (USFWS)	Complete
Coastal Zone Management Act (CZMA)	Complete
Endangered Species Act (ESA) Section 7 (NMFS)	Complete
Endangered Species Act (ESA) Section 7 (USFWS)	Complete
Essential Fish Habitat (EFH) (NMFS)	Complete
Marine Mammal Protection Act (MMPA) (USFWS)	Complete
Migratory Bird Treaty Act (MBTA) (USFWS)	Complete
National Historic Preservation Act (NHPA)	In Progress
Rivers and Harbors Act/Clean Water Act (USACE permit)	Complete

**REFERENCE DOCUMENTS:**

1. CPRA will provide the following to St. Charles Parish upon execution of the Work Plan and Implementation Agreement.
  - LA TIG RP/EA #4
  - Project Monitoring Plan
  - Trustee Council Standard Operating Procedures

**ATTACHMENT B**  
**MONTHLY MONITORING REPORT**  
**CONTRACT NO. \_\_\_\_\_**

Date: \_\_\_\_\_

Contracting Party: \_\_\_\_\_ CPRA Contract No. \_\_\_\_\_

Project Title: “ \_\_\_\_\_ ”

Invoice No. \_\_\_\_\_ Invoice Amount: \_\_\_\_\_

Total Contract Amount: \$ \_\_\_\_\_ Contract Balance: \$ \_\_\_\_\_

Total Task Amount: \$ \_\_\_\_\_ Task Balance: \$ \_\_\_\_\_

Total invoiced to date: \$ \_\_\_\_\_

I. **WORK COMPLETED TO DATE (ACCORDING TO TYPE CONTRACT):**

- A. Percentage of work completed [include percentage completed and/or milestones accomplished (give dates)].
- B. Hourly (include services performed and number of hours worked).
- C. Scope of Services Outlined by Tasks (include tasks completed or portion of task completed to date).
- D. Actual Costs Incurred
- E. Fee Schedule

II **FOR EACH PROJECT A NARRATIVE OF IMPLEMENTATION PROGRESS INCLUDING:**

- A. **Tasks and/or milestones accomplished (give dates)**



B. Tasks and/or milestones not accomplished with explanation or assessment of:

1. Nature of problems encountered:
2. Remedial action taken or planned:
3. Whether minimum criteria for measure can still be met:
4. Likely impact upon achievement:

III DELIVERABLES

IV OTHER DISCUSSIONS OF SPECIAL NOTE

Contracting Party \_\_\_\_\_ Date \_\_\_\_\_  
(Printed Name)

Approval \_\_\_\_\_ Date \_\_\_\_\_  
CPRA Project Manager (Printed Name)

Approval \_\_\_\_\_ Date \_\_\_\_\_  
CPRA Contract Monitor or Designee (Printed Name)



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
www.stcharlesparish.gov

## Legislation Details

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**File #:** 2022-0120    **Version:** 1    **Name:** Appoint a member to the St. Charles Parish Planning & Zoning Commission as the District VII Representative

**Type:** Appointment    **Status:** In Council - Appointments

**File created:** 4/18/2022    **In control:** Parish Council

**On agenda:** 4/18/2022    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District VII Representative.

**Sponsors:**

**Indexes:** P and Z (Dept. of)

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
5/16/2022	1	Parish Council		
5/2/2022	1	Parish Council	Deferred	
4/18/2022	1	Parish Council	Vacancy Announced	
6/4/2018	1	Parish Council	Enacted Legislation	



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
www.stcharlesparish.gov

## Legislation Details

**File #:** 2022-0159    **Version:** 2    **Name:** Accept resignation of Bishop Otis Kenner - Regional Planning Commission  
**Type:** Appointment    **Status:** In Council - Appointments  
**File created:** 6/6/2022    **In control:** Parish Council  
**On agenda:** 6/6/2022    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Accept resignation of Bishop Otis Kenner - Regional Planning Commission  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2022-0159 Regional PC email.pdf](#)  
[2022-0159 Bishop Kenner ltr.pdf](#)

Date	Ver.	Action By	Action	Result
4/28/2022	2	Council Secretary	Correspondence Sent	
8/16/2020	2	Board Member	Resigned	
1/8/2018	2	Parish Council	Enacted Legislation	

## Valarie Berthelot

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**From:** Jeff Roesel <jroesel@norpc.org>  
**Sent:** Friday, August 14, 2020 12:16 PM  
**To:** Megan Leonard; Colethia Kent; Malissa Dietsch-Givhan  
**Subject:** Otis Kenner, STC Citizen member

I was just advised by the Parish that Bishop Kenner will be stepping down at RPC. STC will follow up on replacing his post soon.

Jeffrey W. Roesel AICP  
Executive Director  
Regional Planning Commission  
10 Veterans Blvd.  
New Orleans, LA 70124

504-483-8500- Main  
504-483-8528- Direct  
504-483-8526- Fax

*Communications to and from this e-mail address are subject to provisions of the State of Louisiana Public Records Act.*



# ST. CHARLES PARISH

## OFFICE OF THE COUNCIL SECRETARY

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057

(985) 783-5000 • Fax: (985) 783-2067

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

April 28, 2022

CERTIFIED MAIL #7014 3490 0000 8712 6824  
RETURN RECEIPT REQUESTED

Bishop Otis Kenner  
1114 East Harding Street  
Destrehan, LA 70047

Dear Bishop Kenner:

The council office has been notified that you wish to resign as a member of the Regional Planning Commission as of August 2020. The council office has not received your written resignation to date; therefore, please let this correspondence serve as confirmation of your resignation.

Should you oppose our records indicating your resignation as a member of the Regional Planning Commission as of August 2020, please contact me at 985-783-5125 prior to May 13, 2022.

Sincerely,

MICHELLE IMPASTATO  
COUNCIL SECRETARY

MI/sm



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
www.stcharlesparish.gov

## Legislation Details

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**File #:** 2022-0160    **Version:** 1    **Name:** Appoint a member to the Regional Planning Commission  
**Type:** Appointment    **Status:** In Council - Appointments  
**File created:** 6/6/2022    **In control:** Parish Council  
**On agenda:** 6/6/2022    **Final action:**  
**Enactment date:**    **Yes**

**Title:** A resolution to appoint a member to the Regional Planning Commission.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
1/8/2018	1	Parish Council	Enacted Legislation	



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

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**File #:** 2022-0161    **Version:** 1    **Name:** Appoint an Ad-Hoc member, with a health professional background, to the Board of Directors for the Arc of St. Charles

**Type:** Appointment    **Status:** In Council - Appointments

**File created:** 6/6/2022    **In control:** Parish Council

**On agenda:** 6/6/2022    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution to appoint an Ad-Hoc member, with a health professional background, to the Board of Directors for the Arc of St. Charles.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2022-0161 Letter from ARC of St. Charles BOD #2.pdf](#)

Date	Ver.	Action By	Action	Result
5/5/2022	1	Parish Council	Correspondence Received	
7/27/2020	1	Parish Council	Enacted Legislation	



St. Charles

For people with intellectual and developmental disabilities and special needs

[admin@arcfstcharles.com](mailto:admin@arcfstcharles.com)

*Achieve with us.*

13771 Old Spanish Trail, PO Box 455  
Boutte, Louisiana 70039  
1-800-540-4144  
T: (985) 785-0971  
F: (985) 785-0034  
[www.arcfstcharles.com](http://www.arcfstcharles.com)

May 5, 2022

St. Charles Parish Council,

The Arc of St Charles Board of Directors approved a Motion regarding Dr. Jeffrey Kuo, St. Charles Parish Appointed Representative on the Arc of St Charles Board of Directors, and other Board Members' Term of Office extensions.

At The Arc of St Charles Board of Directors Meeting held on May 3, 2022, Called to Order at 4:30 PM, with a majority of the Board Members present for the meeting, the following

***Motion was made*** by Coy Landry and the  
***Motion was seconded*** by Donnie Hills:

***“Extend Term of Office for up to ONE, additional TWO (2) YEAR TERM,  
by approval of Majority Vote by Board Members,  
beginning July 1, 2022 (through June 30, 2024), for any 2021-2022 Board Members  
whose Term of Office is due to expire June 30, 2022.”***

***Motion was APPROVED*** by ALL five (5) of the eligible Voting Arc Board Members present at this meeting, which meets the Quorum voting requirements.

Respectfully Submitted,

*Dale Seal*

Dale Seal – Secretary  
Arc of St Charles Board of Directors

Executive Director: Victoria Bryant  
Board of Directors: Dennis “Black” Roussel, *President*; Avis Trice, *Vice-President*;  
Dale Seal, *Secretary*; Donnie Hills, *Past-President*, Dr. Jeffrey Kuo,  
Coy Landry, Dr. Kathleen McGraw, Joseph Rochelle, Charles Wilson





# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
www.stcharlesparish.gov

## Legislation Details

**File #:** 2022-0162    **Version:** 1    **Name:** Appoint a member to the St. Charles Parish Communications District representing Emergency Medical Services as requested by the Hospital Service District No. 1, Parish of St. Charles, Board of Commissioners

**Type:** Appointment    **Status:** In Council - Appointments

**File created:** 6/6/2022    **In control:** Parish Council

**On agenda:** 6/6/2022    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution to appoint a member to the St. Charles Parish Communications District representing Emergency Medical Services as requested by the Hospital Service District No. 1, Parish of St. Charles, Board of Commissioners.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2022-0162 Hospital letter.pdf](#)

Date	Ver.	Action By	Action	Result
5/25/2022	1	Parish Council	Correspondence Received	
5/6/2022	1	Council Secretary	Correspondence Sent	
5/6/2019	1	Parish Council	Enacted Legislation	

May 25, 2022

~~Councilman Dick Gibbs~~ Councilman Bob Fisher  
Chairman  
St. Charles Parish Council  
P.O. Box 302  
Hahnville, LA 70057

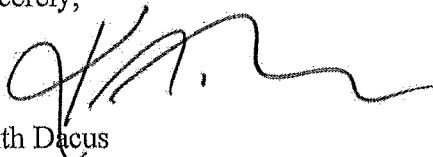
RE: St. Charles Parish Communications District

Fisher  
Dear Chairman ~~Gibbs~~,

Please be advised that the Board of Commissioners of St. Charles Parish Hospital Service District No. 1 Board of Commissioners has selected Mr. Huey Marcel, 417 Oak Lane, Luling, LA 70070 to represent Emergency Medical Services on the St. Charles Parish Communications District Board of Commissioners. This appointment shall be effective immediately upon Parish Council confirmation. Mr. Marcel is replacing Mr. Guillot whose term expires August 19, 2022.

Mr. Marcel can be reached at email [huey.marceliii@ochsner.org](mailto:huey.marceliii@ochsner.org) or via cell # 504-473-2558.

Sincerely,



Keith Dacus  
Chief Executive Officer/Secretary

Cc: Mr. Sam Zinna, President  
St. Charles Parish Communications District  
P. O. Box 426  
Hahnville, LA 70057



# St. Charles Parish

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985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

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**File #:** 2022-0163    **Version:** 1    **Name:** Appoint a member to the St. Charles Parish Communications District representing the St. Charles Parish President's Office

**Type:** Appointment    **Status:** In Council - Appointments

**File created:** 6/6/2022    **In control:** Parish Council

**On agenda:** 6/6/2022    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution to appoint a member to the St. Charles Parish Communications District representing the St. Charles Parish President's Office.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2022-0163 appointment letter PP-911 .pdf](#)

Date	Ver.	Action By	Action	Result
5/19/2022	1	Council Secretary	Correspondence Received	
5/6/2022	1	Council Secretary	Correspondence Sent	
11/2/2020	1	Parish Council	Enacted Legislation	

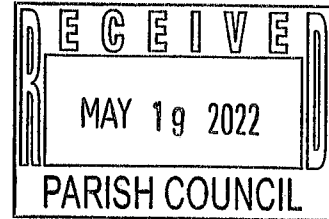


# ST. CHARLES PARISH

OFFICE OF THE PARISH PRESIDENT

MATTHEW JEWELL  
PARISH PRESIDENT

RECHELL CHAMPAGNE  
EXECUTIVE ASSISTANT



5/19/2022

Ms. Ravenel Mixon  
Director of Communications  
St. Charles Parish Communications District  
222 Joe Lewis Ln.  
Hahnville, LA 70057

Dear Ms. Mixon,

This letter will serve to confirm the reappointment of Mr. Armond Bourque as a Commissioner of the St. Charles Parish Communications District. Mr. Bourque is a resident of Luling, LA.. Mr. Bourque's term will begin August 19, 2022 and expire on August 19, 2026.

Mr. Bourque can be contacted at 504-415-0755 and his physical address is 421 River Oaks Drive, Luling, LA. 70070

Sincerely,

Matthew Jewell  
Parish President

Cc: Chief Rodney Madere  
Lt. Sam Zinna  
SCP Parish Council  
Michelle Impastato



# St. Charles Parish

St. Charles Parish  
Courthouse  
15045 Highway 18  
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Hahnville, LA 70057  
985-783-5000  
www.stcharlesparish.gov

## Legislation Details

---

**File #:** 2022-0164    **Version:** 1    **Name:** Appoint a member to the St. Charles Parish Communications District representing the St. Charles Parish Council

**Type:** Appointment    **Status:** In Council - Appointments

**File created:** 6/6/2022    **In control:** Parish Council

**On agenda:** 6/6/2022    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution to appoint a member to the St. Charles Parish Communications District representing the St. Charles Parish Council.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
8/6/2018	1	Parish Council	Enacted Legislation	



# St. Charles Parish

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985-783-5000  
[www.stcharlesparish.gov](http://www.stcharlesparish.gov)

## Legislation Details

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**File #:** 2022-0149    **Version:** 1    **Name:** Appoint an Official Journal to serve the Parish Council of St. Charles Parish for the period June 2022 through June 2023

**Type:** Appointment    **Status:** In Council - Appointments

**File created:** 5/16/2022    **In control:** Parish Council

**On agenda:** 5/16/2022    **Final action:**

**Enactment date:**    **Yes**

**Title:** A resolution appointing an Official Journal to serve the Parish Council of St. Charles Parish for the period June 2022 through June 2023.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2022-0149 for Agenda Official Journal Selection Process.2022](#)  
[RS 43 141 - 43 149 Official Journal](#)

Date	Ver.	Action By	Action	Result
5/16/2022	1	Parish Council		
5/16/2022	1	Parish Council		

2022-0149

May 17, 2022

**PUBLIC NOTICE**

Applicants desiring to be considered for selection as Official Journal for the Parish Council of the Parish of St. Charles shall present the Secretary of the Council with a letter proposal containing a firm rate schedule based on a one column inch rate. Proposals must be received by 6:00 P.M., Monday, June 6, 2022, Council Chambers, Courthouse, Hahnville, at which time they shall be publicly opened and read.

PUBLISH: MAY 19, 2022

**ST. CHARLES PARISH COUNCIL**  
**OFFICIAL JOURNAL SELECTION PROCESS**  
**2022**

DATES

ACTIVITY

MAY 16

Authorize Public Notice to receive proposals for selection at June 6<sup>th</sup> meeting

MAY 19

Publish Notice seeking proposals

JUNE 6

- 1) Open Proposals
- 2) Appoint Official Journal



New

A motion was made by BRADLEY seconded by SIRMON  
to adopt the following:

INTRODUCED BY: VICTOR E. BRADLEY, JR.  
COUNCILMAN AT LARGE, DIVISION A

RESOLUTION NO. 3477

A resolution to establish a procedure  
for publicly receiving and opening  
proposals for selection of Official  
Journal.

WHEREAS, the St. Charles Parish Council unofficially established  
procedures for its annual selection of Official Journal  
for the Parish of St. Charles; and

WHEREAS, letter proposals are presented to the office of the  
Parish Council Secretary by applicants desiring to be  
considered for selection; and

WHEREAS, public notice is given that proposals must be received by  
the deadline established so that proposals may be  
forwarded to Council members for review prior to  
selection; and

WHEREAS, applicants have expressed an interest in being present  
for the opening of the proposals.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST.  
CHARLES PARISH COUNCIL do hereby establish the procedure of  
publicly receiving and opening proposals for selection of Official  
Journal at the Parish Council meeting immediately following the  
deadline.

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

YEAS: BRADLEY, SIRMON, TREGRE, ROBERTS, TALBOT, SOMME', JOHNSON,  
DUHE, DANFORD  
NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 4th day of  
June, 1990, to become effective five (5) days after  
publication in the Official Journal.

ST Talbot  
COUNCIL CHAIRMAN

Joan Bernal  
SECRETARY

DELIVERED TO PARISH PRESIDENT 6-5-90

APPROVED: ok

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

Albert D. Lopez  
PARISH PRESIDENT

RETURNED TO SECRETARY ON 6-5-90

AT 2:45 AM/PM

RECEIVED BY JB

<i>Document</i>	<i>Fee</i>
Any adopted long range plan	50.00
Budget book	30.00
Unaudited financial statements	35.00
Audited financial statements	35.00
Nonsufficient fund check fee	30.00
Mailing labels on computer diskette(s), per label \$50.00 minimum fee	0.05

8-3-92; Ord. No. 93-3-16, § I, 3-22-93; Ord. No. 93-12-9, § I, 12-20-93; Ord. No. 95-6-7, § I, 6-5-95; Ord. No. 96-6-8, § 1, 6-18-96; Ord. No. 96-9-4, § 1, 9-9-96; Ord. No. 01-11-2, § I, 11-5-01; Ord. No. 01-11-3, § I, 11-5-01; Ord. No. 03-8-2, § I, 8-4-03; Ord. No. 06-9-7, § I, 9-18-06; Ord. No. 11-8-8, § 1, 8-22-11; Ord. No. 19-4-3, § 1, 4-18-19)

**Sec. 2-3. Selection of parish journal.**

(a) For the purpose of effectively selecting an official journal for the parish council, and upon official request of the council, the secretary to the parish council shall secure and present to the parish council those documents necessary for the consideration and selection of an official journal.

(b) In order to meet the qualifications necessary for the selection as official journal for the parish, the requirements of R.S. 43:141 through 43:149 shall be satisfied in all particulars. (Ord. No. 80-6-17, §§ 1—4, 6-25-80; Ord. No. 85-3-3, §§ III, IV, 3-4-85)

**Sec. 2-4. Procedure to dedicate, or revoke dedication of street, canal, etc.**

(a) A formal act of dedication shall be filed by any person requesting the parish council to accept for maintenance streets and drainage using the following format:

- (1) The act shall state the name of the person dedicating the street or drainage.
- (2) The act shall contain a description of the property in which the street or drainage is located.
- (3) The act shall state the name of the street, the width and length to be accepted.
- (4) All drainage ditches shall be properly marked with widths shown. The dedication shall spell out the width and length of each ditch.
- (5) Two (2) updated maps shall be submitted to accompany each act of dedication. These maps shall give a description of the area including section, tract and range lines; name of subdivision, if

<b>GIS MAPS</b>			
<i>Size</i>	<i>Matte</i>	<i>Glossy</i>	<i>Laminated</i>
8.5 x 11	\$2.00	\$3.00	\$4.00
8.5 x 14	\$3.00	\$4.00	\$5.00
11 x 17	\$4.00	\$5.00	\$8.00
18 x 24	\$8.00	\$11.00	\$17.00
26 x 39	\$18.00	\$25.00	\$39.00
42 x 60	\$44.00	\$62.00	\$97.00
Data—CD/DVD (general data, streets, parcels, etc.)			\$20.00
Custom—CD/DVD (data, extents, tables, etc.)			\$40.00
Imagery—DVD/hard drive (hi resolution aerial photos)			\$75.00 per grid
			\$500.00 whole parish on provided hard drive

The actual costs for postage shall be added to all documents which are mailed.

(b) Either the parish council or the parish president may, whenever the council or the president shall deem it of public interest, waive the charge for any photostatic copy or copies of any ordinance, motion, resolution, or other record of any proceeding of the council. The council secretary may waive the charge for any such copy or copies requested by a governing body, a public official or a parish board or agency.

(c) Such fees as are collected under this section shall be the property of the parish and shall be accounted for by the officer or employee receiving same. All employees providing documents to the public shall complete the required invoice for proper billing at the time services are rendered.

(Ord. No. 82-5-6, §§ I—III, 5-17-82; Ord. No. 85-10-2, §§ I, II, 10-7-85; Ord. No. 92-8-7, § I,

# SECRETARY OF STATE

R. KYLE ARDOIN  
SECRETARY OF STATE



P.O. Box 94125  
BATON ROUGE, LA 70804-94125

May 2, 2022

"Matt" Jewell, President  
St. Charles Parish President  
P.O. Box 302  
Hahnville, LA 70057

Dear "Matt" Jewell,

According to R.S. 43:141 and R.S. 43:150, the appointment of the official journal of your Parish will expire soon.

Please execute the enclosed Official Parish Journal certificate with regard to the newly-appointed Official Journal of your Parish and return it to this office before **June 30, 2022**.

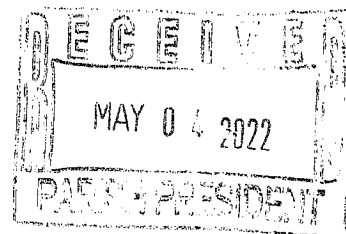
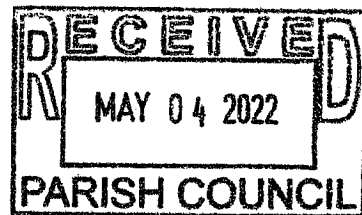
A self-addressed envelope is enclosed for your convenience. You may also email it to [publications@sos.la.gov](mailto:publications@sos.la.gov). Please feel free to call me at 225.922.0900 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Ross Servat".

Ross Servat  
Elections Services

/rs  
Enclosures



# OFFICIAL PARISH JOURNAL SELECTION

In accordance with Louisiana Revised Statutes 43:141 and 43:150, the governing authority of the Parish of \_\_\_\_\_ has selected:

\_\_\_\_\_  
(Name of Newspaper)

\_\_\_\_\_  
(Complete **MAILING ADDRESS** of Newspaper)

\_\_\_\_\_  
(Telephone Number and Fax Number of Newspaper)

\_\_\_\_\_  
(E-mail address for Legal Advertising for Newspaper)

This Official Municipal Journal has been selected by said Parish on the \_\_\_\_\_ day of \_\_\_\_\_, of the year \_\_\_\_\_, in the manner provided by law for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Official)

\_\_\_\_\_  
(Title of Official)

\_\_\_\_\_  
(Date)

Please return this form to:

Secretary of State  
Election Services  
P.O. Box 94125  
Baton Rouge, LA 70804-9125

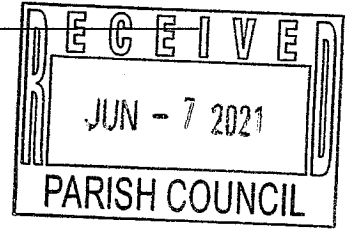
This form can also be sent via email to [publications@sos.la.gov](mailto:publications@sos.la.gov).

Any changes that need to be made to contact information for your Newspaper can be sent to the email listed above. We do not change information provided to us without consent from the Parish.

Rev. 2/2021

# St. Charles Herald-GUIDE

*opened*



June 7, 2021

To: St. Charles Parish Council

The St Charles Herald-Guide hereby offers a firm rate for providing the advertising service as your Official Journal for twelve months beginning July 1, 2021. The rates are as follows:

\$2.96 per column inch for advertising the newspaper must set into type  
\$2.46 per column inch for advertising the newspaper can scan

These rates comply with the maximum \$6 per 100-word rate set forth by the law of the State of Louisiana for Official Journals. It has been a pleasure to serve as your Official Journal, and we look forward for the opportunity to continue our relationship.

Sincerely,

Jonathan Menard  
Publisher  
St. Charles Herald-Guide

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14236 U.S. Hwy 90, Boutte, LA 70039  
Office 985-758-2795 • Fax 985-758-7000 • 1-800-538-4355

**RS 43:141**

§141. Official journal to be selected by police juries, city and parish councils, municipal corporations, and school boards

A. The police juries, city and parish councils, municipal corporations, and school boards in all the parishes, the parish of Orleans excepted, at their first meeting in June of each year, shall select a newspaper as official journal for their respective parishes, towns, or cities for a term of one year.

B. In any parish which is divided by the Mississippi River and has a population of not less than one hundred thousand the governing body shall have the authority to select two official journals for their respective parishes, one of which shall be located on one bank of the river and the other which shall be located on the opposite bank thereof and no act heretofore performed shall be considered invalid because of any such parish having heretofore designated two such official journals.

Amended by Acts 1958, No. 515, §1; Acts 1986, No. 378, §1, eff. July 2, 1986.

**RS 43:142**

## §142. Qualifications of newspaper

## A. The newspaper:

(1) Shall have been published in an office physically located in the parish in which the body is located for a period of five years preceding the selection.

(2) Shall not have missed during that period as many as three consecutive issues unless caused by fire, flood, strike, or natural disaster.

(3) Shall have maintained a general paid circulation in the parish in which the body is located for five consecutive years prior to the selection.

(4) Shall have been entered in a U.S. post office in that parish under a periodical permit in that parish for a period of five consecutive years prior to the selection.

B. The provisions of this Section relating to the five-year requirement shall not contravene any contract existing between any governing body and a newspaper on and prior to May 11, 1970; nor shall the five-year requirement herein be applied in assessing the qualifications of a newspaper which was in existence on May 11, 1970; nor shall any provision of this Chapter prohibit a publication from becoming an official journal in Jefferson Parish if the publication is qualified to publish judicial advertisements and legal notices in Jefferson or Orleans Parish or has actually published official proceedings within one year prior to June 1, 1986, of any municipal corporation, parish council, police jury, or school board within Jefferson Parish.

Amended by Acts 1950, No. 289, §1; Acts 1952, No. 276, §1; Acts 1970, No. 111, §1; Acts 1986, No. 378, §1, eff. July 2, 1986; Acts 1997, No. 422, §1; Acts 2011, 1<sup>st</sup> Ex. Sess., No. 36, §1; Acts 2014, No. 197, §1, eff. May 22, 2014.

NOTE: See also R.S. 43:140(3) regarding definition of newspaper.

**RS 43:143**

§143. Newspaper selected to be known as official journal; duties

The newspaper selected shall be known as the official journal of the parish, town, city or school board, and it shall publish all minutes, ordinances, resolutions, budgets and other official proceedings of the police jury, town or city councils, or the school board.



**RS 43:144**

## §144. Penalty for failure to have proceedings published

The official of any municipal corporation, police jury, or school board by law responsible for the preparing and recording of the official proceedings who, within twenty days from the date of any meeting at which the official proceedings were had, wilfully neglects or fails to furnish the official journal with a copy of the minutes, ordinances, resolutions, budgets, and proceedings for publication, shall be fined not less than twenty-five dollars nor more than five hundred dollars, or be imprisoned for not less than ten days nor more than six months, or both.

Acts 2010, No. 251, §1.

**RS 43:145**

§145. Municipalities to select newspaper located within their boundaries

Municipal corporations shall select an official journal published in an office physically located within their municipal boundaries if a newspaper as defined in R.S. 43:140(3) is published therein. If no qualified newspaper is published within the municipal boundaries, a newspaper published in the parish of the municipal corporation which meets the requirements of a newspaper as defined in R.S. 43:140(3) shall be selected.

Acts 1986, No. 378, §1, eff. July 2, 1986.

**RS 43:146**

§146. Designation of other newspaper when no newspaper published in the parish

Where there is no newspaper published in an office physically located within the parish which meets the requirements of R.S. 43:140(3), a newspaper in an adjoining parish may be designated as the official journal.

Acts 1986, No. 378, §1, eff. July 2, 1986.

**RS 43:147**

## §147. Compensation for printing

A. The police juries, municipal corporations, and school boards throughout the state, may, at their option, have their official proceedings published by contract, which contract may not provide for a cost in excess of the maximum amounts hereinafter provided for. Payment may be made monthly or quarterly at the option of the police jury, municipal corporation, or school board, unless otherwise provided in any contract entered into for the publication of official proceedings.

B. When the publication of proceedings is not done by contract providing for a lesser amount, the cost of advertisement in all parishes which do not contain a city of over one hundred thousand population shall not exceed the rate of six dollars per square of one hundred words or a fraction thereof. When the insertion contains material to be set in tabular form, the tabulated matter shall be computed on the basis of the number of words of straight matter which would occupy identical space.

C. The agate line shall be the unit of basis of measurement and charges for all official proceedings published in parishes containing a city of more than one hundred thousand, but less than three hundred thousand population. When the publication of the proceedings is not done by contract providing for a lesser amount, the printing shall be let at not over thirty-three cents per agate line of space occupied by each insertion.

D. The agate line shall be the unit or basis of measurement and charge for all official proceedings published in parishes containing a city of more than three hundred thousand population. When the publication of the proceedings is not done by contract providing for a lesser amount, the printing shall be let at not over thirty-seven cents per agate line of space occupied by each insertion.

Amended by Acts 1962, No. 138, §1; Acts 1972, No. 89, §1; Acts 1976, No. 485, §1; Acts 1980, No. 317, §1, eff. June 1, 1981; Acts 1999, No. 501, §2, eff. June 28, 1999.

**RS 43:148**

§148. Bids may be required

In printing what is generally designated as job work, or commercial printing, bids may be required for any work exceeding twenty-five dollars, and the contract shall then be awarded to the lowest bidder.

**RS 43:149**

§149. Vacancy; how filled

In case of vacancy the governing body shall select an official journal for the unexpired term.



# St. Charles Parish

St. Charles Parish  
Courthouse  
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Hahnville, LA 70057  
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## Legislation Details

**File #:** 2022-0166    **Version:** 1    **Name:** Calendar of Official Action for the 2023 Budget: Set Public Hearing Dates  
**Type:** Special Matter    **Status:** In Council - Special Matters  
**File created:** 6/6/2022    **In control:** Parish Council  
**On agenda:** 6/6/2022    **Final action:**  
**Enactment date:**    **Yes**  
**Title:** Calendar of Official Action for the 2023 Budget: Set Public Hearing Dates  
**Sponsors:** Matthew Jewell, Department of Finance  
**Indexes:**  
**Code sections:**  
**Attachments:** [2022-0166 CALENDAR OF OFFICIAL ACTION FOR 2023 BUDGET](#)

Date	Ver.	Action By	Action	Result
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**2022-0166**

**CALENDAR OF OFFICIAL ACTION  
FOR THE 2023 BUDGET**

**DATE**

**ACTION**

06-01-22 Memos to Department Directors to set meeting dates for the Proposed Budget Requests.

06-01-22 Mail Budget Request Memos to Departments and Agencies and compile revenue and expense data.

07-06-22 Conduct Department Budget Meetings and formulate Proposed 2023 Parish  
Thru Budget Requests.  
07-22-22

07-15-22 District and Agency Proposed Budgets due.

08-01-22 Begin inputting Proposed 2023 Consolidated Operating and Capital Budget data into the computer system.

08-29-22 Present Preliminary Budget Draft to Parish President.

09-16-22 Fax Notice of Availability of Proposed 2023 Budget for Public Inspection, Ordinance and Budget Summary to Paper.  
(Publish Thursday, 9-22-22)

09-14-22 Budget Ordinance to Council Secretary for introduction, 9-19-22. Provide a PDF  
4 P.M. copy of the proposed budget to Council for review. Official budget books to come at a later date once printed.

09-19-22 Publish Notice of Availability of Proposed 2023 Budget for Public Inspection, Ordinance and Budget Summary. (Required Time Lapse – 10 days from Published Notice of 9-19-22 to the first Public Hearing.) Make copy of advertisement.

(First Public Hearing has to be after 9/29/2022)



**CALENDAR OF OFFICIAL ACTION  
FOR THE 2023 BUDGET**

<b><u>DATE</u></b>	<b><u>ACTION</u></b>
10-03-22	Proposed Parish Budget books to Council Secretary for Council. Send Budget to East and West Regional Library Branches and place in Council Chamber. Make copies of Budget Message for the Press and Council.
10-25-22	President formally presents the 2023 Proposed Parish Budget to Council. Send Proposed Budget to Directors and Outside Agencies.
*11-01-22	9 A.M. – Tuesday
*11-03-22	1 P.M. – Thursday
*11-07-22	6 P.M. – Monday
	Suggested Public Hearings on ordinance to appropriate funds for the 2023 Parish Budget. (Pursuant to the Home Rule Charter)
11-14-22	Draft Roads & Bridges and Waterworks Capital Budgets.
11-21-22	Mail any amended budgets to Departments and/or Agencies affected. Note that the Council has until December 01, 2022 to adopt the 2023 Budget.
11-11-22	Mail Public Notice of 11-17-22 to Official Journal.
11-21-22	Introduce Ordinance to adopt the Roads & Bridges and Waterworks Capital Budgets.
12-05-22	Publish Notice of Availability of Enacted Budget including Certification of Budget Completion. Make copy of advertisement.
12-19-22	Adoption of the Roads & Bridges and Waterworks Capital Budgets.
<b>*NOTE:</b>	The Parish Council shall schedule the actual dates for the Budget Public Hearings. The first Hearing has to be scheduled after September 29, 2022.

Prepared by: Department of Finance, May 25, 2022