



St. Charles Parish

Meeting Agenda

Parish Council

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

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

Monday, June 3, 2019

6:00 PM

Council Chambers, Courthouse

Final

CALL TO ORDER

PRAYER / PLEDGE

Father John M. Ryan
St. Gertrude Catholic Church, Des Allemands

APPROVAL OF MINUTES

Regular Meeting – May 20, 2019

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

- 1 [2019-0170](#) In Recognition: Mrs. Felicia Gomez-Walker, St. Charles Parish Public Schools Superintendent

Sponsors: Mr. Cochran

Attachments: [2019-0170 Felicia Gomez-Walker](#)

- 2 [2019-0171](#) Proclamation: “Weekend of the Catfish”

Sponsors: Mr. Woodruff

Attachments: [2019-0171 Catfish](#)

- [2019-0172](#) In Recognition: Trash Bash Awards
2019 Spring Trash Bash Raffle Winners
Adelaide and Leo Harms
Sanova Smith

Sponsors: Mr. Cochran

- 3 [2019-0173](#) Proclamation: “The 2020 Census Campaign in St. Charles Parish”

Sponsors: Mr. Cochran

Attachments: [2019-0173 Census 2020](#)

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

[2019-0168](#) Department of Emergency Preparedness and Hurricane Preparedness

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, June 17, 2019, 6:00 pm, Council Chambers, Courthouse, Hahnville

- 4 [2019-0169](#) An ordinance providing for the issuance and sale of not exceeding Five Hundred Seventy-Five Thousand Dollars (\$575,000) of Sales Tax Revenue Refunding Bonds, Series 2019 (the "Bonds"), of the Parish of St. Charles, State of Louisiana; providing for the sale and issuance of the Bonds, awarding said Bonds to the purchaser thereof, fixing certain details of the Bonds, and providing for other matters in connection therewith.

Sponsors: Mr. Cochran and Bond Counsel

Attachments: [2019-0169 Exhibits A-D](#)
[2019-0169 Certificate](#)

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

- 28 [2019-0151](#) An ordinance to approve and authorize the execution of a professional service agreement with Evans-Graves Engineers, Inc., for providing all necessary professional engineering services for a drainage maintenance project for Ormond Lakes Dredging (Watershed) Project No. P180806.

Sponsors: Mr. Cochran and Department of Public Works

Attachments: [2019-0151 Evans-Graves Engineering Agreement](#)
[2019-0151 Evans-Graves Proposal](#)
[2019-0151 fee schedule 2017](#)

Legislative History

5/20/19	Parish President	Introduced
5/20/19	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 40** [2019-0152](#) An ordinance to approve and authorize the execution of a professional service multi-phase project agreement with Evans-Graves Engineers, Inc., for providing all necessary professional engineering services for a project that replaces an existing 30-inch pump with a 48-inch pump at the Schexnaydre Pump Station (P.S.). (Parish Project Number [P190502](#)).

Sponsors: Mr. Cochran and Department of Public Works

Attachments: [2019-0152 Evans-Graves Engineering Agreement](#)
[2019-0152 Manhour and Fee Proposal - Schexnaydre PS Improvements - 5-1-1](#)

Legislative History

5/20/19	Parish President	Introduced
5/20/19	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 53** [2019-0163](#) An ordinance approving and authorizing the execution of Change Order No. 1 for the Ellington Drainage Pump Station Project No. P080905-5D, grant reference Project No. H.013148, as part of the West Bank Hurricane Protection Levee Project, to increase the contract amount by \$36,252.00 and increase the contract time by fifty nine (59) days.

Sponsors: Mr. Cochran and Department of Public Works

Attachments: [2019-0163 Ellington DPS- Change Order #1 Completed](#)
[2019-0163 Ellington Drainage PS -P080905-5D-Work Change Directive No.1 E](#)
[2019-0163 Ellington PS WCD #2 Executed](#)
[2019-0163 Work Change Directive No. 3 Executed](#)
[2019-0163 Work Directive 4](#)
[2019-0163 Work Directive 5](#)
[2019-0163 Ord. 18-11-1 additional info](#)

Legislative History

5/20/19	Parish President	Introduced
5/20/19	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 95** [2019-0164](#) An ordinance approving and authorizing the execution of a Professional Services Agreement for Parish Project No P080802 Montz Master Drainage Plan Implementation with GCR Inc. to provide professional services regarding the acquisitions of servitude, fee simple parcels, and permitting.

Sponsors: Mr. Cochran and Department of Public Works

Attachments: [2019-0164 GCR Permitting Prof Service Contract MONTZ -Revised](#)
[2019-0164 Exhibit A](#)

Legislative History

5/20/19	Parish President	Introduced
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5/20/19 Parish Council Publish/Scheduled for Public Hearing to the Parish Council

101 [2019-0165](#)

An ordinance to amend the Code of Ordinances for the Parish of St. Charles, Chapter 1 General Provisions, Section 1-2. Rules of construction and definitions by adding the following after the 3rd section paragraph: "Upon ordinances being constructed and made part of this Code, the manifest intent of the parish council expressed by the ordinance shall be liberally construed in order that the true intent and meaning of the parish council shall be fully carried out in all cases by the Administration through its interpretation and application of the Code of Ordinances. In cases where the parish council takes actions which are contradictory to the Code of Ordinances, the Parish President has the duty and obligation to not approve and not enforce such actions".

Sponsors:

Mr. Hogan

Legislative History

5/20/19	Council Member(s)	Introduced
5/20/19	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

RESOLUTIONS

- 102** [2019-0166](#) A resolution calling for the Chairman of the Council to appoint a Special Committee in accordance with Council Rule No. 32 to investigate the matters noted in the two “Special Matters To Be Considered By Council” which have appeared in the March 11 and May 20, 2019 council meeting agendas, both pertaining to the apparent Misuse of Public Equipment on Private Property.

Sponsors:

Mr. Hogan

- 103** [2019-0167](#) A resolution authorizing and calling for the Parish Council to conduct a formal investigation into the two “Special Matters To Be Considered By Council” which have appeared on the May 20, 2019 council meeting agenda regarding the misuse of public equipment on private property, pursuant to the Home Rule Charter, Article III. Organizations, Structure & Distribution of Powers and Functions, A. The Governing Authority, 7. Powers & Duties of the Parish Council, c. iv.

Sponsors:

Mr. Hogan

APPOINTMENTS

- 104** [2019-0129](#) A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District V Representative.

Council will confirm nomination from the District V Councilmember to fill the vacancy created by the expiration of the term of Mr. Billy B. Booth. Four (4) year term to begin immediately and expire May 31, 2023.

Nominee: Mr. Michael J. Dunn

Legislative History

5/18/15	Parish Council	Enacted Legislation
	Mr. Billy B. Booth appointed to the Planning & Zoning Commission on May 18, 2015, per Resolution No. 6160	
	Term: May 31, 2015 - May 31, 2019	
4/22/19	Parish Council	Vacancy Announced
5/6/19	Parish Council	Deferred
5/6/19	Parish Council	Deferred
5/20/19	Parish Council	Nomination(s) Accepted
	Nominee:	
	Councilwoman Bellock nominated Mr. Michael J. Dunn	
5/20/19	Parish Council	Close Nomination(s) for
5/20/19	Parish Council	Nomination(s) Closed

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

LAFOURCHE BASIN LEVEE DISTRICT: Wednesday, 6/5/19, 6PM, Lafourche Basin Levee District Office, 21380 Highway 20, Vacherie

PLANNING & ZONING COMMISSION: Thursday, 6/6/19, 7PM, Council Chambers

COMMUNICATIONS DISTRICT (911): Monday, 6/10/19, 5PM, Council Chambers

COMMUNITY ACTION ADVISORY BOARD: Wednesday, 6/12/19, 7PM, Council Chambers

PONTCHARTRAIN LEVEE DISTRICT: Monday, 6/17/19, 6PM, Pontchartrain Levee District Headquarters Complex, 2069 Railroad Avenue, Lutcher

ST. CHARLES PARISH COUNCIL: Monday, 6/17/19, 6PM, Council Chambers

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

- 108** [2019-0156](#) A resolution appointing an Official Journal to serve the Parish Council of St. Charles Parish for the period June 2019 through June 2020.

Attachments: [2019-0156 for Agenda Official Journal Selection Process.2019 .pdf](#)
[RS 43 141 - 43 149 Official Journal.pdf](#)

Legislative History

5/20/19	Parish Council	Authorized
5/20/19	Parish Council	Authorized

- 110** [2019-0072](#) Misuse of Public Equipment on Private Property on July 1, 2018 in Paradis, Louisiana, was referred by the Legal Department to the District Attorney, who has since advised in a meeting held on May 8, 2019, his position remains that after careful review, he finds no criminal intent, would decline to prosecute and refuse any charges brought against the individuals involved, and it was his understanding this matter was referred to St. Charles Parish officials, which he believes is the appropriate agency to deal with this particular matter and its policies and procedure for employees going forward.

Sponsors: Mr. Hogan

Attachments: [2019-0072 #609 Memo - Public Equipment on Private Property \(01-24-19\).pdf](#)

Legislative History

3/11/19	Parish Council	Discussed. Councilman Hogan discussed File No. 2019-0072.
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Legal Services Director Robert Raymond stated that the Administration referred the matter to the District Attorney for review and advised this council not to take any action.

5/20/19	Parish Council	Read
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2019-0145

Misuse of Public Equipment on Private Property in early 2018, when the Parish performed clearing and ditch work that was to be done by the developer of River Road Estates Subdivision shown on the construction plans, done by the Parish under the false pretense that it had a historical servitude in the work area, which documents obtained through normal channels and through public records request confirmed that the Parish has no historical servitude and that the first time the Parish ever performed work in this area was when it performed the illegal work in 2018, which is supported by a conversation had with two of the family members whose family owned the property from 1936 until sold for subdivision development in 2004, who stated that they have no knowledge of the Parish ever having worked on their property.

Sponsors:

Mr. Hogan

Legislative History

5/20/19

Parish Council

Read

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.



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Legislation Details

File #: 2019-0170 **Version:** 1 **Name:** In Recognition: Mrs. Felicia Gomez-Walker, St. Charles Parish Public Schools Superintendent

Type: Proclamation **Status:** Special Business

File created: 6/3/2019 **In control:** Parish Council

On agenda: 6/3/2019 **Final action:**

Enactment date: **Yes**

Title: In Recognition: Mrs. Felicia Gomez-Walker, St. Charles Parish Public Schools Superintendent

Sponsors: Lawrence 'Larry' Cochran

Indexes:

Code sections:

Attachments: [2019-0170 Felicia Gomez-Walker](#)

Date	Ver.	Action By	Action	Result
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The Parish of St. Charles

June 3, 2019

IN RECOGNITION

WHEREAS, Felicia Gomez-Walker began her career with the St. Charles Parish School System as a teacher in 1976, teaching first and second grade at Paradis Elementary, then moved on to Allemands Elementary, and then to Luling Elementary before transitioning into administration; and,

WHEREAS, Felicia Gomez-Walker has served in a number of different capacities during her years as an educator; Instructional Specialists, Principal, Executive Director of Restructuring, Curriculum and Instruction, and Assistant Superintendent; and,

WHEREAS, while serving in these various positions, **Felicia Gomez-Walker** earned her Masters of Education degree in Administration and Supervision from Nicholls State University and received additional certifications as Parish or City Supervisor of Instruction in 1995, Principal for all levels in 1996, and School Superintendent in 2005; and,

WHEREAS, July of 2013, Felicia Gomez-Walker was voted unanimously to become the Superintendent of St. Charles Parish Schools, making her the first woman to be named to the position; and,

WHEREAS, during her leadership as Superintendent, St. Charles Parish Schools ranked among the top performing districts in Louisiana, test scores continued to increase, the school system won numerous national awards in finance, school safety, and communications, the website "onlyinyourstate.com" ranked the school system as the number one school district in Louisiana, and parish voters approved a bond issue that supported the construction of the Lafon Performing Arts Center; and,

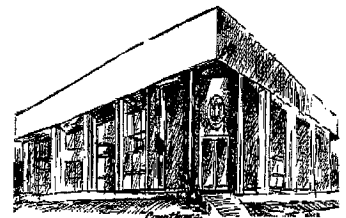
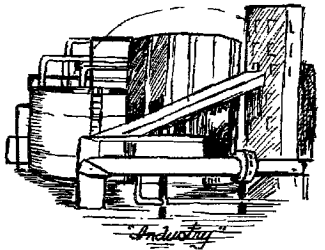
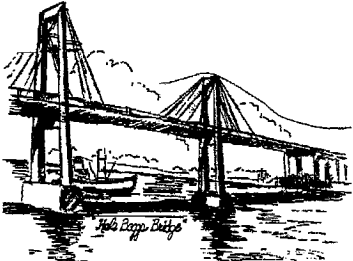
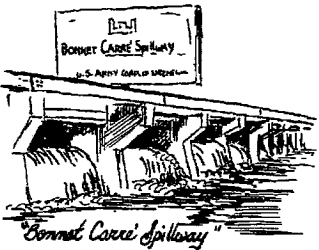
WHEREAS, Felicia Gomez-Walker is a member of the American Association of School Administrators, Louisiana Association of School Executives, National Federation of Urban and Suburban School Districts, Eastern States Consortium, AdvancED (Advancing Excellence in Education), St. Charles Parish Reading Council, Rotary Club of St. Charles Parish, and a number of other professional and community organizations; and,

WHEREAS, for more than 40 years of being a part of the St. Charles Parish Public School System, **Felicia Gomez-Walker** has served the parish with profound, dedicated, and distinguished service.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, do hereby honor and congratulate

Felicia Gomez-Walker On Her Retirement June 30, 2019

"PARISH OF ESENTY"
created in 1807 from the county of the
"German Coast", a parish of
unprecedented economic and social
development, known for its
hospitality, rural living and sporting
opportunities... with the added
distinction of being located
on both sides of the
Mighty Mississippi River.



LARRY COCHRAN
PARISH PRESIDENT

PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

MARY K. GLULÉE
COUNCILWOMAN, DISTRICT II

DICK GIBBS
COUNCILMAN, DISTRICT III

WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A

WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV

MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII



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Legislation Details

File #: 2019-0171 **Version:** 1 **Name:** Proclamation: "Weekend of the Catfish"
Type: Proclamation **Status:** Special Business
File created: 6/3/2019 **In control:** Parish Council
On agenda: 6/3/2019 **Final action:**
Enactment date: **Yes**
Title: Proclamation: "Weekend of the Catfish"
Sponsors: William Billy Woodruff
Indexes:
Code sections:
Attachments: [2019-0171 Catfish](#)

Date	Ver.	Action By	Action	Result
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PROCLAMATION

WHEREAS, annually, St. Gertrude Catholic Church in Des Allemands has sponsored a festival that has grown yearly; and,

WHEREAS, the Louisiana Catfish Festival is the most renowned tourist attraction in St. Charles Parish, founded in 1975 by Reverend William McCallion; and,

WHEREAS, in 1975, Governor Edwin Edwards signed a proclamation declaring Des Allemands the "Catfish Capital of the World"; and,

WHEREAS, on July 9, 1980, Act 132 of the Louisiana State Legislature proclaimed Des Allemands, Louisiana, in St. Charles Parish as the "Catfish Capital of the Universe"; and,

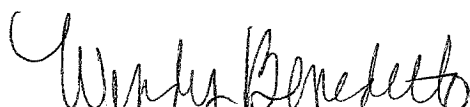
WHEREAS, the Louisiana Catfish Festival continues to attract visitors to St. Charles Parish to enjoy a weekend of delicious food, rides, and live entertainment.

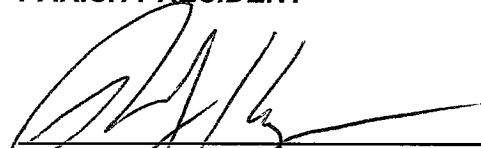
NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM JUNE 21, 22, AND 23, 2019, AS THE

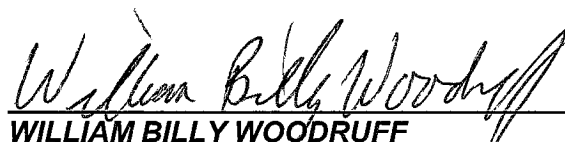
"WEEKEND OF THE CATFISH"


AND ENCOURAGE ALL CITIZENS TO ATTEND THE FESTIVAL IN DES ALLEMANDS, LOUISIANA.

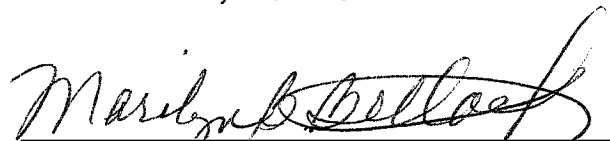

LARRY COCHRAN
PARISH PRESIDENT


WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A


PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B

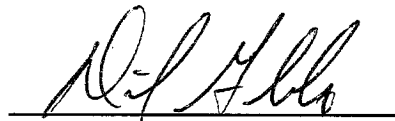

WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV

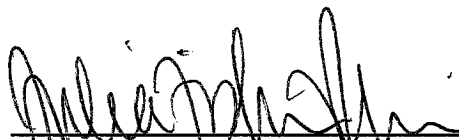

TERRELL D. WILSON
COUNCILMAN, DISTRICT I


MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V


MARY K. CLULEE
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Legislation Details

File #: 2019-0172 **Version:** 1 **Name:** In Recognition: Trash Bash Awards
Type: Proclamation **Status:** Special Business
File created: 6/3/2019 **In control:** Parish Council
On agenda: 6/3/2019 **Final action:**
Enactment date: **Yes**
Title: In Recognition: Trash Bash Awards
2019 Spring Trash Bash Raffle Winners
Adelaide and Leo Harms
Sanova Smith
Sponsors: Lawrence 'Larry' Cochran
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Legislation Details

File #: 2019-0173 **Version:** 1 **Name:** Proclamation: "The 2020 Census Campaign in St. Charles Parish"
Type: Proclamation **Status:** Special Business
File created: 6/3/2019 **In control:** Parish Council
On agenda: 6/3/2019 **Final action:**
Enactment date: **Yes**
Title: Proclamation: "The 2020 Census Campaign in St. Charles Parish"
Sponsors: Lawrence 'Larry' Cochran
Indexes:
Code sections:
Attachments: [2019-0173 Census 2020](#)

Date	Ver.	Action By	Action	Result
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PROCLAMATION

WHEREAS, the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American Society; and,

WHEREAS, St. Charles Parish is committed to ensuring that every resident is counted; and,

WHEREAS, Federal and State Funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on the census; and,

WHEREAS, census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for an accurate and fair redistricting of state legislative seats, parish and city councils and voting districts; and,

WHEREAS, information from the 2020 Census and American Community Survey are vital tools for economic development and increased employment; and,

WHEREAS, the information collected by the census is confidential and protected by law; and,

WHEREAS, a united voice from business, government, community-based and faith-based organizations, educators, media, and others, will enable the 2020 Census Message to reach more of our citizens.

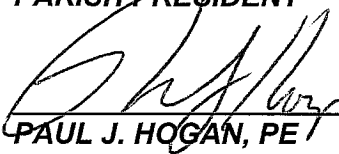
NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROMOTE

"THE 2020 CENSUS CAMPAIGN IN ST. CHARLES PARISH"


TO EDUCATE, SUPPORT, AND ENCOURAGE ALL ST. CHARLES PARISH RESIDENTS TO PARTICIPATE IN THE 2020 CENSUS.



LARRY COCHRAN
PARISH PRESIDENT



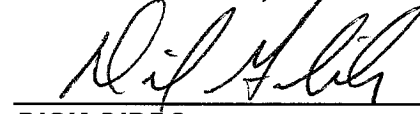
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COUNCILMAN AT LARGE, DIV. B



TERRELL D. WILSON
COUNCILMAN, DISTRICT I



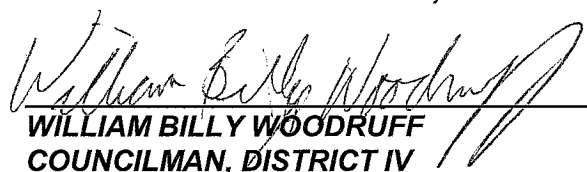
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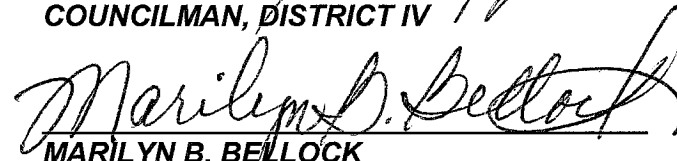
DICK GIBBS
COUNCILMAN, DISTRICT III



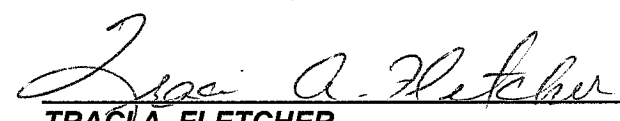
WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A



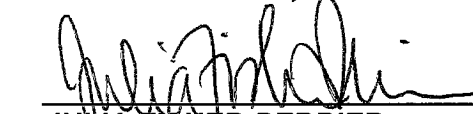
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Legislation Details

File #: 2019-0168 **Version:** 1 **Name:** Department of Emergency Preparedness and Hurricane Preparedness
Type: Report **Status:** In Council - Reports
File created: 6/3/2019 **In control:** Parish Council
On agenda: 6/3/2019 **Final action:**
Enactment date: **Yes**
Title: Department of Emergency Preparedness and Hurricane Preparedness
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Legislation Details

File #: 2019-0169 **Version:** 1 **Name:** Issuance and sale of not exceeding Five Hundred Seventy-Five Thousand Dollars (\$575,000) of Sales Tax Revenue Refunding Bonds, Series 2019

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

File created: 6/3/2019 **In control:** Parish Council

On agenda: 6/3/2019 **Final action:**

Enactment date: **Yes**

Title: An ordinance providing for the issuance and sale of not exceeding Five Hundred Seventy-Five Thousand Dollars (\$575,000) of Sales Tax Revenue Refunding Bonds, Series 2019 (the "Bonds"), of the Parish of St. Charles, State of Louisiana; providing for the sale and issuance of the Bonds, awarding said Bonds to the purchaser thereof, fixing certain details of the Bonds, and providing for other matters in connection therewith.

Sponsors: Lawrence 'Larry' Cochran, Bond Counsel

Indexes:

Code sections:

Attachments: [2019-0169 Exhibits A-D](#)
[2019-0169 Certificate](#)

Date	Ver.	Action By	Action	Result
6/3/2019	1	Parish President	Introduced	

OUTSTANDING BONDS TO BE REFUNDED

SALES TAX REVENUE BONDS, SERIES 2007

<u>MATURITY</u> <u>(August 1)</u>	<u>PRINCIPAL</u> <u>AMOUNT</u> <u>DUE</u>	<u>INTEREST</u> <u>RATE</u>
2020	\$35,000	4.600%
2021	40,000	4.650
2022	40,000	4.700
2023	45,000	4.750
2024	45,000	4.800
2025	45,000	4.850
2026	50,000	5.100
2027	50,000	5.100
2028	55,000	5.100
2029	60,000	5.100
2030	60,000	5.100
2031	65,000	5.100

Those bonds maturing August 1, 2020 to August 1, 2031, inclusive, will be called for redemption on August 1, 2019, at the principal amount thereof and accrued interest to the redemption date plus a premium equal to one and one-half percent (1-1/2%) of the principal amount so redeemed.

(FORM OF FACE OF BONDS)

NO. R-_____

PRINCIPAL AMOUNT: \$_____

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. CHARLES

SALES TAX REVENUE REFUNDING BOND, SERIES 2019
OF THE
PARISH OF ST. CHARLES, STATE OF LOUISIANA

Bond Date: August 1, 2019 Maturity Date: August ____, 20__ Interest Rate:

THE PARISH OF ST. CHARLES, STATE OF LOUISIANA (the "Issuer"),
promises to pay, but only from the source and as hereinafter provided, to

_____ (PURCHASER) _____

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above, or from the most recent interest payment date to which interest has been paid or duly provided for, payable on February 1 and August 1 of each year, commencing February 1, 2020 (each an "Interest Payment Date"), at the Interest Rate per annum set forth above until said Principal Amount is paid. The principal of this Bond, upon maturity or earlier redemption, is payable in such coin or currency of the United States of America which at the time of payment is legal tender for payment of public and private debts at _____, Louisiana, or any successor thereto (the "Paying Agent"), upon presentation and surrender hereof. Interest on this Bond is payable by check mailed by the Paying Agent to the registered owner hereof. The interest so payable on any Interest Payment Date will, subject to certain exceptions provided in the hereinafter defined Bond Ordinance, be paid to the person in whose name this Bond is registered as of the close of business on the Record Date (which is the 15th calendar day of the month next preceding an Interest Payment Date). Any interest not punctually paid or duly provided for shall be payable as provided in the Bond Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the certificate of registration hereon shall have been signed by the Paying Agent.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond and the issue of which it forms a part to constitute the same legal, binding and valid obligations of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond and the issue of which it forms a part, does not exceed the limitations prescribed by the Constitution and statutes of the State of Louisiana.

This Bond is one of an authorized issue of Sales Tax Revenue Refunding Bonds, Series 2019, aggregating in principal the sum of not exceeding Five Hundred Seventy-Five Thousand Dollars (\$575,000) (the "Bonds"), said Bonds having been issued by the Issuer pursuant to an ordinance adopted on June 17, 2019 (the "Bond Ordinance"), for the purpose of refunding the August 1, 2020 to August 1, 2031, inclusive, maturities of the Issuer's outstanding Sales Tax Revenue Bonds, Series 2007 (the "Refunded Bonds") and paying the costs of issuance of the Bonds, under the authority conferred by Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

The Bonds are issuable in the denomination of \$5,000, or any integral multiple thereof within a single maturity. As provided in the Bond Ordinance, and subject to certain limitations set forth therein, the Bonds are exchangeable for an equal aggregate principal amount of Bonds of the same maturity of any other authorized denomination.

Subject to the limitations and requirements provided in the Bond Ordinance, the transfer of this Bond shall be registered on the registration books of the Paying Agent upon surrender of this Bond at the principal corporate trust office of the Paying Agent as Bond Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form and a guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new Bond or Bonds of the same maturity and of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee. Prior to due presentment for transfer of this Bond, the Issuer and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest hereon and for all other purposes, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

The outstanding principal amount of the Bonds shall be callable for redemption by the Issuer in full or in part at any time on any Interest Payment Date on or after August 1, 2029, at the principal amount thereof and accrued interest to the date fixed for redemption.

This Bond and the issue of which it forms a part are payable as to both principal and interest solely from and secured by an irrevocable pledge and dedication of the avails or proceeds of the Issuer's one-eighths of one percent (1/8%) sales and use tax (the "Tax") authorized at an election held within the corporate boundaries of the Issuer on December 8, 1979, subject only to the payment of the reasonable and necessary costs and expenses of collecting and administering the Tax, all as provided in the Bond Ordinance, and this Bond does not constitute an indebtedness or pledge of the general credit of the Issuer within the meaning of any constitutional or statutory limitation of indebtedness. The governing authority of the Issuer has covenanted and agreed and does hereby covenant and agree not to discontinue or decrease or permit to be discontinued or decreased the Tax in anticipation of the collection of which this Bond and the issue of which it forms a part have been issued, nor in any way make any change which would diminish the amount of the revenues of the Tax to be received by the Issuer until all of such Bonds shall have been paid in principal and interest. For a complete statement of the revenues from which and conditions under which this Bond is issued, and provisions permitting the issuance of *pari passu* additional bonds under certain conditions, reference is hereby made to the Bond Ordinance.

The Bond Ordinance permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the owners of the Bonds at any time by the Issuer with the consent of the owners of a majority of the Bond Obligation, as defined in the Bond Ordinance.

IN WITNESS WHEREOF, the Parish Council of the Parish of St. Charles, State of Louisiana, acting as the governing authority of the Issuer, has caused this Bond to be executed in the name of the Issuer by the manual or facsimile signatures of the Parish President and Council Secretary of said governing authority, and a manual or facsimile of the corporate seal of the Issuer to be imprinted hereon.

PARISH OF ST. CHARLES, STATE OF
LOUISIANA

Council Secretary
St. Charles Parish Council

Parish President
Parish of St. Charles, State of Louisiana

(SEAL)

* * * * *

(FORM OF PAYING AGENT'S CERTIFICATE OF REGISTRATION)

This Bond is one of the Bonds referred to in the within mentioned Bond Ordinance.

_____, Louisiana

Date of Registration: _____

By: _____
Authorized Officer

* * * * *

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Assignor hereby sells, assigns and transfers the within bond and all rights thereunder unto the following Assignee:

Name:

Address:

_____,
who by its execution below hereby certifies to the Paying Agent that (a) it is (i) an affiliate of the original owner of this Bond, or (ii) a bank, or entity directly or indirectly controlled by a bank, or under common control with a bank, other than a broker dealer or municipal securities dealer, which certifies that it is a "qualified institutional buyer" as defined in Rule 144A of the Securities Act of 1933, as amended, and (b) it consents to the terms of the Purchaser Letter executed by the original owner of this Bond as referenced in the Bond Ordinance.

_____, Assignee
_____, Assignor

By: _____
Its: _____

By: _____
Its: _____

Date: _____

OFFER TO PURCHASE

_____, 2019

Honorable Parish Council
Parish of St. Charles, State of Louisiana
Hahnville, Louisiana

Re: \$575,000 of Sales Tax Revenue Refunding
Bonds, Series 2019, of the Parish of St.
Charles, State of Louisiana

Please accept this offer to purchase the following refunding bonds upon the terms and conditions outlined below:

1. Issuer and Amount: \$575,000 aggregate principal amount of Sales Tax Revenue Refunding Bonds, Series 2019, of the Parish of St. Charles, State of Louisiana (the "Issuer").
2. Purpose of Issue: To refund the callable maturities of the Issuer's Sales Tax Revenue Bonds, Series 2007, being those 2007 Bonds maturing August 1, 2020 to August 1, 2031, inclusive.
3. Authority for Issue: Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended.
4. Dated Date of Bonds: Date of delivery.
5. Form of Bonds: The Bonds will be issued in the form of a single typewritten bond for each maturity, in fully registered form.
6. Interest Payments: Semi-annually on February 1 and August 1, commencing February 1, 2020, based on a 30/360 day year.
7. Interest Rate and Principal Payments: (NOT TO EXCEED 5%) The Bonds will bear interest at the interest rate and mature in installments due on August 1 of each year as follows:

Date (August 1)	Principal Payment	Interest Rate
2021	\$	%
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		

8. Prepayment Provisions: The outstanding principal amount of the Bonds shall be callable for redemption by the Issuer in full or in part at any time on any Interest Payment Date on or after August 1, 2029, at the principal amount thereof and accrued interest to the date fixed for redemption.
9. Security: The Bonds will be secured by and payable solely from and secured by an irrevocable pledge and dedication of the Issuer's one-eighths of one percent (1/8%) sales and use tax, authorized at an election

held within the corporate boundaries of the Issuer on December 8, 1979 (the "Tax"), subject only to the prior payment of the reasonable and necessary costs and expenses of collecting and administering the Tax.

10. Paying Agent Bank: _____, of _____, _____ . Fees _____ will/_____ will not be due the Paying Agent for serving in this capacity. (If fees are to be due Paying Agent, schedule of fees is to be attached hereto and form a part of the proposal).
11. Legal Opinion: Legal opinion of Foley & Judell, L.L.P., as to the due authorization, validity and federal tax-exemption of interest on the Bonds will be required.
12. Bank Eligibility: The Bonds will be designated as "qualified tax-exempt obligations" under Section 265(b) of the Internal Revenue Code of 1986, as amended.
13. Investment Letter: The undersigned will sign an investment letter indicating that it has made a full investigation of the security for the issue and has not relied upon or requested that any disclosure document be prepared by or on behalf of the Issuer, and further that it is purchasing the Bonds without any intention to sell any portion thereof to any person other than another financial institution.
14. Continuing Disclosure. It is understood that, with respect to the Bonds, the Issuer will not be required to comply with continuing disclosure requirements of SEC Rule 15c2-12(b).
15. Delivery: On or about August 1, 2019.

Yours very truly,

By:

Title:

ACCEPTED BY THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, ON _____, 2019.

By: _____
Secretary

CONDITIONAL NOTICE OF CALL FOR REDEMPTION

**SALES TAX REVENUE BONDS, SERIES 2007
(MATURING AUGUST 1, 2020 to AUGUST 1, 2031)
OF THE
PARISH OF ST. CHARLES, STATE OF LOUISIANA**

NOTICE IS HEREBY GIVEN that, pursuant to the Bond Ordinance adopted on June 17, 2019, by the Parish Council of the Parish of St. Charles, State of Louisiana, acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Issuer"), the Issuer hereby calls for redemption on August 1, 2019, its outstanding Sales Tax Revenue Bonds, Series 2007, consisting of all of the bonds of said issue which mature August 1, 2020 to August 1, 2031, inclusive, (the "Refunded Bonds"), at the principal amount thereof and accrued interest to the redemption date plus a premium equal to one and one-half percent (1-1/2%) of the principal amounts so redeemed, said Refunded Bonds being more fully described as follows:

<u>MATURITY</u> <u>(August 1)</u>	<u>PRINCIPAL</u> <u>AMOUNT</u> <u>DUE</u>	<u>INTEREST</u> <u>RATE</u>	<u>CUSIP:</u>
2020	\$35,000	4.600%	
2021	40,000	4.650	
2022	40,000	4.700	
2023	45,000	4.750	
2024	45,000	4.800	
2025	45,000	4.850	
2026	50,000	5.100	
2027	50,000	5.100	
2028	55,000	5.100	
2029	60,000	5.100	
2030	60,000	5.100	
2031	65,000	5.100	

No further interest shall accrue and be payable on the Refunded Bonds from and after August 1, 2019. **Redemption of the Refunded Bonds is conditioned upon the receipt by the Paying Agent on or before the Optional Redemption Date of moneys sufficient to pay the principal of and interest on the Refunded Bonds, and if such moneys have not been received, this notice shall be of no force and effect and the Issuer is not required to redeem such Refunded Bonds.** The foregoing Refunded Bonds should be surrendered for payment on August 1, 2019 at The Bank of New York Mellon Trust Company, N.A. (as successor to Bank One Trust Company, N.A.), as follows:

By Express Mail

or Courier Service

The Bank of New York Mellon
Global Corporate Trust
2001 Bryan Street – 9th Floor
Dallas, TX 75201

By Mail

The Bank of New York Mellon
Global Corporate Trust
P. O. Box 2320
Dallas, TX 75221-2320

By Hand

The Bank of New York Mellon
Global Corporate Trust
101 Barclay Street
New York, New York 10286
1st Floor East
Corporate Trust Window

CUSIP NUMBERS listed above are provided for the convenience of the bondowners. The Issuer does not certify as to their correctness.

Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003, unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee.

PARISH OF ST. CHARLES, STATE OF
LOUISIANA

By:

Council Secretary

Date: _____, 2019

STATE OF LOUISIANA

PARISH OF ST. CHARLES

I, the undersigned Secretary of the St. Charles Parish Council, do hereby certify that the foregoing pages constitute a true and correct copy of an ordinance adopted by the St. Charles Parish Council on June 17, 2019, providing for the issuance and sale of not exceeding Five Hundred Seventy-Five Thousand Dollars (\$575,000) of Sales Tax Revenue Refunding Bonds, Series 2019 (the "Bonds"), of the Parish of St. Charles, State of Louisiana; providing for the sale and issuance of the Bonds, awarding said Bonds to the purchaser thereof, fixing certain details of the Bonds, and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said District at Hahnville, Louisiana, on this 17th day of June, 2019.

Secretary

STATE OF LOUISIANA

PARISH OF ST. CHARLES

I, the undersigned Secretary of the St. Charles Parish Council, do hereby certify that the foregoing pages constitute a true and correct copy of an ordinance adopted by the St. Charles Parish Council on June 17, 2019, providing for the issuance and sale of not exceeding Five Hundred Seventy-Five Thousand Dollars (\$575,000) of Sales Tax Revenue Refunding Bonds, Series 2019 (the "Bonds"), of the Parish of St. Charles, State of Louisiana; providing for the sale and issuance of the Bonds, awarding said Bonds to the purchaser thereof, fixing certain details of the Bonds, and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature and the impress of the official seal of said District at Hahnville, Louisiana, on this 17th day of June, 2019.

Secretary



St. Charles Parish

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

Legislation Details

File #: 2019-0151 **Version:** 1 **Name:** Professional service agreement with Evans-Graves Engineers, Inc., for a drainage maintenance project for Ormond Lakes Dredging (Watershed) Project No. P180806

Type: Ordinance **Status:** Public Hearing

File created: 5/20/2019 **In control:** Parish Council

On agenda: 6/3/2019 **Final action:**

Enactment date: **Yes**

Title: An ordinance to approve and authorize the execution of a professional service agreement with Evans-Graves Engineers, Inc., for providing all necessary professional engineering services for a drainage maintenance project for Ormond Lakes Dredging (Watershed) Project No. P180806.

Sponsors: Lawrence 'Larry' Cochran, Department of Public Works

Indexes:

Code sections:

Attachments: [2019-0151 Evans-Graves Engineering Agreement](#)
[2019-0151 Evans-Graves Proposal](#)
[2019-0151 fee schedule 2017](#)

Date	Ver.	Action By	Action	Result
5/20/2019	1	Parish Council		
5/20/2019	1	Parish President	Introduced	

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the ____ day of _____, 2019, 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 Evans-Graves Engineers, Inc., a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the Ormond Lakes Dredging (Watershed) project as described in Ordinance No. _____, which is attached hereto and made a part hereof.

1.0 GENERAL

The Owner is dredging up to 20 ponds as part of a drainage maintenance project within the Ormond Lakes Watershed. The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. The Engineer will provide the services in Engineer's proposal dated April 30, 2019 (Proposal), which is attached hereto and made a part hereof.

The Engineer may proceed upon receipt of this Agreement after it has been fully executed. The Owner may terminate the Agreement by written notification and without cause per Section 7.0.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

2.1 Engineer shall provide for Owner professional engineering services of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Engineer. These services will include, but will not be limited to, serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil and structural engineering.

2.2 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.

2.3 Engineer shall provide minutes of all meetings with St. Charles Parish.

3.0 SERVICES OF THE OWNER

3.1 Provide full information as to the requirements of the Agreement.

3.2 Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.

3.3 Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.

4.0 COMPENSATION

4.1 For performance of Basic Engineering as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the Standard Hourly Rate Schedule in the Proposal, and actual time and costs. The not-to-exceed fee is \$88,900.

4.2 If the Agreement is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0.

4.3 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

4.3.1 A copy of the Owner's written authorization to perform the service.

4.3.2 Timesheets for all hours invoiced.

4.3.3 Invoice copies, logs or other substantiation of non-salary expenses.

4.4 For additional engineering and other services described in Section 5, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the Agreement amendment.

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.10 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.10 inclusive.

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

5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.4 of this Agreement.

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

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

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

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

5.1.2.5 Provide renderings or models for Owner's use.

5.1.2.6 Prepare documents in addition to those furnished under basic services.

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

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

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

5.1.2.10 Provide topographic surveying and/or permitting services.

6.0 OWNERSHIP OF DOCUMENTS

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

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

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

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

7.0 TERMINATION.

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

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

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

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

7.5 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures.

8.0 COMPLIANCE WITH LAWS AND ORDINANCES.

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

9.0 SUCCESSORS AND ASSIGNS

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

10.0 INSURANCE

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

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

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

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

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

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

11.0 GENERAL

- 11.1** The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property, growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 11.2** While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Agreement.
- 11.3** The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability.
- 11.4** This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5** Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6** No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Agreement, and the Engineer shall take appropriate steps to assure compliance.
- 11.7** No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Agreement, and the Engineer shall take appropriate steps to assure compliance.
- 11.8** The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Agreement no person having any such interest shall be employed.
- 12.0 ACCESS TO SITE**
- 12.1** Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.
- 13.0 WARRANTY**
- 13.1** Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements
- 13.2** If Engineering Services designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 13.3** The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Agreement.

14.0 EXCLUSIVE JURISDICTION AND VENUE

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

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

WITNESSES:

ST. CHARLES PARISH

Larry Cochran
Parish President

WITNESSES:

EVANS-GRAVES ENGINEERS, INC.

Ashlyn Graves

PROFESSIONAL SERVICES
for
ST. CHARLES EAST BANK MASTER DRAINAGE PLAN

PROPOSED IMPROVEMENTS TO
THE ORMOND LAKES WATERSHED
RAINWATER DETENTION PONDS
St. Charles Parish, Louisiana

April 30, 2019

The following Professional Services are proposed by **Evans-Graves Engineers, Inc.** (E-G) to St. Charles Parish for Proposed Improvements to the Ormond Lakes Watershed Rainwater Detention Ponds. The primary objective is to deepen the ponds to recommended design depths.

The included area is entirely inside the bounds of the Ormond Lakes Watershed in Ormond. Rights of Entry have been provided to us and the Dredging Contractor.

Each pond will be considered a separate Task Item. The ponds will use the naming system developed in the 2003 Lambert Engineers report, with ponds numbered Lake No. 01 through Lake No. 20. The work required on each task will be similar in nature and description, with the geometry of each design determined by that pond's footprint, so as to not encroach on the associated golf course.

Surveys of the existing ponds have been provided to us. These surveys, coupled with the Parish LIDAR surveys, will be used to optimize the improved shape and depth design of each pond. These improved designs will be provided to the Parish and Dredging Contractor for review, and then as Maintenance Documents, for each pond in the sequence the Dredging Contractor and the Parish determine. E-G will include in this Proposal Supplementary Services for on-site E-G personnel for Inspection and Services during Maintenance, on an as-needed basis.

TASK No. 1: MEETINGS AND FIELD VISITS WITH PARISH, SURVEYOR, AND CONTRACTOR

This task includes meetings for coordination and development of scope.

NOT TO EXCEED CHARGE: \$3,200.00

TASK No. 2: COORDINATION AND DEVELOPMENT OF EXISTING CONDITIONS BATHYMETRIC SURVEY

This task includes coordinating and directing the Surveyor on the Existing Conditions Bathymetric Survey being provided by the Parish.

NOT TO EXCEED CHARGE: \$4,000.00

TASK Nos. 3 through 22: DESIGN OPTIMIZED IMPROVEMENTS TO THE ORMOND LAKES WATERSHED DETENTION POND NUMBER ASSOCIATED WITH THAT TASK NUMBER

These tasks will each be based on the Bathymetric Survey provided by the Parish and the Parish LIDAR survey.

These tasks will each include professional services for determining the new lake bottom geometry for the affected lake. This work will include:

- determining final lake bank footprint design
- determining appropriate embankment slope
- determining maximum depth
- determining operational minimum, normal, and maximum operational lake levels
- defining Design Storm maximum inundation elevation
- determining locations of required bulkheads in restricted spaces (bulkhead and other structural design to be done under separate contract)

This information will be provided to the Parish as georeferenced maintenance sketches and point data files adequate to direct the Dredging Contractor to dredge and remove existing material from the affected lake. The sketches will also identify lake bottom embankment which is currently over-excavated. (Fill work will be done under separate contract).

The Not to Exceed amount of any individual task may be amended if authorized in writing by the Parish.

NOT TO EXCEED CHARGE FOR EACH TASK ORDER

<u>TASK 03: LAKE 01</u>	<u>\$2,800.00</u>
<u>TASK 04: LAKE 02</u>	<u>\$14,300.00</u>
<u>TASK 05: LAKE 03</u>	<u>\$1,700.00</u>
<u>TASK 06: LAKE 04</u>	<u>\$2,500.00</u>
<u>TASK 07: LAKE 05</u>	<u>\$11,900.00</u>
<u>TASK 08: LAKE 06</u>	<u>\$10,300.00</u>
<u>TASK 09: LAKE 07</u>	<u>\$2,000.00</u>
<u>TASK 10: LAKE 08</u>	<u>\$4,400.00</u>

<u>TASK 11: LAKE 09</u>	<u>\$5,800.00</u>
<u>TASK 12: LAKE 10</u>	<u>\$7,500.00</u>
<u>TASK 13: LAKE 11</u>	<u>\$4,000.00</u>
<u>TASK 14: LAKE 12</u>	<u>\$800.00</u>
<u>TASK 15: LAKE 13</u>	<u>\$1,500.00</u>
<u>TASK 16: LAKE 14</u>	<u>\$1,600.00</u>
<u>TASK 17: LAKE 15</u>	<u>\$1,300.00</u>
<u>TASK 18: LAKE 16</u>	<u>\$900.00</u>
<u>TASK 19: LAKE 17</u>	<u>\$2,200.00</u>
<u>TASK 20: LAKE 18</u>	<u>\$800.00</u>
<u>TASK 21: LAKE 19</u>	<u>\$1,100.00</u>
<u>TASK 22: LAKE 20</u>	<u>\$2,700.00</u>

Task SS: SUPPLEMENTARY SERVICES

Task SS.A: Professional Services by Evans-Graves: – This task will include additional E-G professional services authorized by the Parish and associated with this project, but not included in Tasks 1 through 22. The work under this category will be billed on a time charge basis in accordance with the attached fee schedule. A description of these services will be provided with the invoice.

Task SS.B: Professional Services by Others: – This task will include additional professional services by outside professionals, authorized by the Parish and associated with this project, such as surveying and geotechnical investigation, and not included in Tasks 1 through 22. Parish invoices will consist of the invoice amount by the outside professional, with a ten percent management fee added by Evans-Graves:

TIME CHARGES AS NEEDED

DELIVERABLES

Design Drawings – Design Drawings will be provided for each Lake prior to dredging operations being started for that Lake. These Drawings will include a map of Existing and Proposed Contours, a Typical Cross Section, and an Engineer's Quantities Estimate, without costs.

GENERAL NOTES

1. Tasks do not include any agency filing, review, permit, or application fees.
2. Invoices will be submitted monthly to reflect current work effort on the project. Payment is due upon receipt of the invoice.
3. Time-charge tasks will be billed in accordance with the approved Evans-Graves rate schedule.

TASK SUMMARY

TASK No. 01: MEETINGS	\$2,400.00
TASK No. 02: EXISTING SURVEY	\$3,200.00
TASK No. 03: LAKE 01	\$2,800.00
TASK No. 04: LAKE 02	\$14,300.00
TASK No. 05: LAKE 03	\$1,700.00
TASK No. 06: LAKE 04	\$2,500.00
TASK No. 07: LAKE 05	\$11,900.00
TASK No. 08: LAKE 06	\$10,300.00
TASK No. 09: LAKE 07	\$2,000.00
TASK No. 10: LAKE 08	\$4,400.00
TASK No. 11: LAKE 09	\$5,800.00
TASK No. 12: LAKE 10	\$7,500.00
TASK No. 13: LAKE 11	\$4,000.00
TASK No. 14: LAKE 12	\$800.00
TASK No. 15: LAKE 13	\$1,500.00
TASK No. 16: LAKE 14	\$1,600.00
TASK No. 17: LAKE 15	\$1,300.00
TASK No. 18: LAKE 16	\$900.00
TASK No. 19: LAKE 17	\$2,200.00
TASK No. 20: LAKE 18	\$800.00
TASK No. 21: LAKE 19	\$1,100.00
TASK No. 22: LAKE 20	\$2,700.00
TASK No. 23: FINAL SURVEY	\$3,200.00
TOTAL PROJECT	\$88,900.00
Task SS: SUPPLEMENTARY SERVICES	AS NEEDED

If you agree with the Scope of Services, and Compensation as outlined herein, please indicate your acceptance by signing on the line provided below, dating and returning a copy to our office.

EVANS-GRAVES ENGINEERS, INC.

ST CHARLES PARISH

Ashlyn Graves
Vice President

Larry Cochran
President

Date

Date

**FEE SCHEDULE
TIME CHARGE SERVICES**

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Senior Principal (P.E.)	\$ 250.00
Principal (P.E.)	\$ 225.00
Program Manager	\$ 195.00
Chief Engineer (P.E.)	\$ 185.00
Special Projects Engineer (P.E.)	\$ 175.00
Senior Engineer (P.E.)	\$ 160.00
Construction Engineer (P.E.)	\$ 135.00
Project Engineer (P.E.)	\$ 135.00
Senior Consultant (P.E.)	\$ 150.00
Consultant (P.E.)	\$ 120.00
Engineer Intern (E.I.)	\$ 95.00
Senior Designer	\$ 110.00
Designer	\$ 100.00
Planner	\$ 120.00
Landscape Architect	\$ 120.00
Senior Technician	\$ 110.00
Technician	\$ 90.00
CADD Drafter	\$ 70.00
Construction Administrator	\$ 100.00
Inspector	\$ 110.00
Regulatory Compliance Specialist	\$ 140.00
Professional Land Surveyor	\$ 135.00
Five (5) Man Field Survey Party	\$ 180.00
Four (4) Man Field Survey Party	\$ 165.00
Three (3) Man Field Survey Party	\$ 150.00
Two (2) Man Field Survey Party	\$ 130.00
Survey Party Chief	\$ 90.00
Engineering Aide	\$ 60.00
Administrative Assistant	\$ 60.00
GPS Equipment	\$ 100.00
20' Mudboat (Special)	\$ 250.00

PROJECT: _____
 LOCATION: _____ DATE _____
 BY: _____ PERIOD: _____

REMARKS: Above rates increased by 25% for expert testimony and legal proceedings.

REIMBURSABLE EXPENSES: (Not included in above rates). 4-Wheeler billed at \$100/day. Long Distance telephone charges, express mail, printing and reproduction, regulatory agency and recording fees; travel, food and lodging outside of the Baton Rouge, Louisiana area; special equipment or supplies all billed at invoice amount, plus an administrative charge of 10%. Mileage outside of the Baton Rouge, Louisiana area will be billed at the current Federal Allowable Rate plus 10%.



St. Charles Parish

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

Legislation Details

File #: 2019-0152 **Version:** 1 **Name:** Professional service multi-phase project agreement with Evans-Graves Engineers, Inc., for a project that replaces an existing 30-inch pump with a 48-inch pump at the Schexnaydre Pump Station

Type: Ordinance **Status:** Public Hearing

File created: 5/20/2019 **In control:** Parish Council

On agenda: 6/3/2019 **Final action:**

Enactment date: **Yes**

Title: An ordinance to approve and authorize the execution of a professional service multi-phase project agreement with Evans-Graves Engineers, Inc., for providing all necessary professional engineering services for a project that replaces an existing 30-inch pump with a 48-inch pump at the Schexnaydre Pump Station (P.S.). (Parish Project Number P190502).

Sponsors: Lawrence 'Larry' Cochran, Department of Public Works

Indexes:

Code sections:

Attachments: [2019-0152 Evans-Graves Engineering Agreement](#)
[2019-0152 Manhour and Fee Proposal - Schexnaydre PS Improvements - 5-1-19](#)

Date	Ver.	Action By	Action	Result
5/20/2019	1	Parish Council		
5/20/2019	1	Parish President	Introduced	

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the ____ day of _____, 2019, 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 Evans-Graves Engineers, Inc., a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the New Pump at Schexnaydre Pump Station project as described in Ordinance No. _____, which is attached hereto and made a part hereof.

1.0 GENERAL

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. The project will be implemented in phases and the Engineer will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, where specified in Engineer's proposal dated April 29, 2019 (Proposal), which is attached hereto and made a part hereof.

A task order will be issued for each phase and shall specify the work to be performed, basis of payment, and time for completion. Each task order shall become an Addendum to and a part of this Agreement in accordance with Exhibit A. The Owner may terminate the Agreement or any task order by written notification and without cause per Section 7.0. Issuance of a task order will serve as the Owner's approval to begin a subsequent phase.

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

2.1 General

2.1.1 Engineer shall provide for Owner professional engineering services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Engineer. These services will include, but will not be limited to, serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, structural, and construction engineering and inspection.

2.1.2 In general the Project consists of the design, bidding, and construction phase services phases shown in the Proposal. Implementation of each phase will not necessarily be done in the order listed. As this project progresses, phases may be deleted or added to complement achieving a successful project.

The proposed project is to replace an existing 30-inch pump with a new 48-inch pump including associated piping.

2.1.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.

2.1.4 Engineer shall obtain from Owner a task order authorization to proceed for each phase of the Project.

2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.

2.2 Task Order – Data Collection and Surveying Coordination: Tasks include site visit, obtaining all available records on existing pump station, and coordination with Owner-supplied topographic surveyor to identify needs for survey of pump station, including intake, sump, discharge, and all surface and subsurface utilities and features including cross-sections in the sump.

2.3 Task Order - Preliminary Engineering Design: Tasks include preliminary civil engineering design, site visits, calculations, meetings and coordination, coordination with equipment supplier, and cost estimating.

2.4 Task Order - Final Engineering Design: Tasks include final civil engineering design, meetings and coordination, production of Bidding Documents to include

final plans and the project manual (Owner supplies front-end documents), quantity takeoffs, and construction cost estimating.

2.5 Task Order – Permitting: Tasks include meetings and coordination, preparation and production of permit documents and drawings, submittals, and revisions. Permits will include Coastal Use and Corps of Engineers permits.

2.6 Task Order – Bidding Phase: Tasks include coordination, responding to questions and requests, revisions, production and issuance of Addenda, attendance at Pre-Bid Meeting and Bid Opening, tabulation of bid results, and recommendation of award.

2.5 Task Order - Construction Phase Services

2.5.1 General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.

2.5.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress.

2.5.2.1 Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.

2.5.2.2 The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided elsewhere in this Contract. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.

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

2.5.4 Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents.

2.5.5 Shop Drawings. Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in

the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided elsewhere in this Agreement.

2.5.6 Substitutes. Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.

2.5.7 Inspections and Tests. Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

2.5.8 Dispute between Owner and Contractor. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

2.5.9 Applications for Payment. Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

2.5.9.1 Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

2.5.9.2 By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect

the amount that should be paid except as provided elsewhere in this Contract.

2.5.10 Construction Closeout Document. Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.

2.5.11 Inspection. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).

2.5.12 Pre-Construction Conference. Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one (1) electronic file copy of each drawing in AutoCAD format (release 2000 or later) and in PDF format titled to reflect "Construction Drawings".

2.5.13 Owner shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.

2.5.14 Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.5.1 through 2.5.13 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents, inclusive of but not limited to 2.5.3.

2.5.15 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.

2.5.16 Task Order Close-out and Facility Operation

The Engineer shall:

2.5.16.1 Provide start-up services for the new facility.

2.5.16.2 Prepare training materials and provide training of Owner's staff to operate and maintain the new equipment if specified in the Task Order. Training will consist of classroom and hands-on training using the installed equipment.

2.5.16.3 Assemble required sets of equipment manufacturer's operation and maintenance manuals if specified in the Task Order.

2.5.16.4 Assemble required sets of approved shop drawings in proper order if specified in the Task Order.

2.5.16.5 Provide technical consultation and assistance in correcting warranty items.

2.5.16.6 Provide assistance in connection with the refining and adjusting of new equipment or system.

2.5.16.7 Prepare a final set of stamped project drawings reflecting "as built" along with one (1) electronic file copy of these drawings in AutoCADD format (release 2000 or later) and in PDF format titled to reflect "as built".

2.5.16.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning

correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

2.5.17.8 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of the Contract.

2.6 Task Order – Resident Inspection: The Scope of Services, fee and schedule for a Resident Project Representative may be negotiated prior to construction in a task order.

3.0 SERVICES OF THE OWNER

3.1 Provide full information as to the requirements of the Task Order.

3.2 Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.

3.3 Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.

4.0 COMPENSATION

4.1 For performance of Basic Engineering as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the Standard Hourly Rate Schedule in the Proposal, and actual time and costs. The not-to-exceed fees for each phase are as follows:

4.1.1	Data Collection and Surveying Coordination	\$ 3,750
4.1.2	Preliminary Engineering	\$ 9,980
4.1.3	Final Engineering	\$ 20,280
4.1.4	Permitting	\$ 11,980
4.1.5	Bidding Assistance	\$ 2,760
4.1.6	Construction Phase	\$ 10,400
4.1.7	Resident Inspection	To be determined

4.2 If a task order, or any portion thereof, is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0.

4.3 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

4.3.1 A copy of the Owner's written authorization to perform the service.

4.3.2 Timesheets for all hours invoiced.

4.3.3 Invoice copies, logs or other substantiation of non-salary expenses.

4.4 For additional engineering and other services described in Section 5, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.9 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.9 inclusive.

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

- 5.1.2** Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.4 of this contract.
- 5.1.2.1** Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.
 - 5.1.2.2** Prepare to and serve as an expert witness for the Owner in any litigation.
 - 5.1.2.3** Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)
 - 5.1.2.4** Services resulting from significant changes in the general scope, extent or character of the Task Order or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.
 - 5.1.2.5** Providing renderings or models for Owner's use.
 - 5.1.2.6** Preparing documents in addition to those furnished under Engineering Design and Construction Documents for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.
 - 5.1.2.7** Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
 - 5.1.2.8** Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
 - 5.1.2.9** Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.
 - 5.1.2.10** Provide topographic surveying and/or permitting services.

6.0 OWNERSHIP OF DOCUMENTS

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

7.0 TERMINATION.

- 7.1** This Agreement or any Task Order may be terminated by either party upon thirty (30) days written notice.
- 7.2** The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed

to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

- 7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 7.5 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures.

8.0 COMPLIANCE WITH LAWS AND ORDINANCES.

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

9.0 SUCCESSORS AND ASSIGNS

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

10.0 INSURANCE

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

11.0 GENERAL

- 11.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property, growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.
- 11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to

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

- 11.4** This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5** Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6** No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.7** No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.8** The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Agreement no person having any such interest shall be employed.

12.0 ACCESS TO SITE

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

13.0 WARRANTY

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

14.0 EXCLUSIVE JURISDICTION AND VENUE

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

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

WITNESSES:

ST. CHARLES PARISH

Larry Cochran
Parish President

WITNESSES:

EVANS-GRAVES ENGINEERS, INC.

Ashlyn Graves

EXHIBIT A

TASK ORDER

ST. CHARLES PHASED DELIVERY TYPE CONTRACT

Is hereby attached to and is part of the
**AGREEMENT FOR ENGINEERING SERVICES BETWEEN
ST. CHARLES PARISH AND EVANS-GRAVES ENGINEERS, INC.**

TASK ORDER NO. _____

TASK ORDER DESCRIPTION

SCOPE OF SERVICES

COMPENSATION

Basic Services

Additional Services

If you agree with the Scope of Services, and Compensation as outlined herein, please indicate your acceptance by signing on the line provided below, dating and returning a copy to our office.

EVANS-GRAVES ENGINEERS, INC.

ST CHARLES PARISH

Ashlyn Graves

Clayton "Snookie" Fauchaux
Director of Public Works and
Wastewater

Date

Date

St. Charles Parish Department of Public Works

ENGINEERING SERVICES PROPOSAL
for
SCHEXNAYDRE PUMP STATION MODIFICATIONS

Evans-Graves Engineers, Inc.

April 29, 2019

PHASE IA - PRELIMINARY DESIGN (SEE NOTE 1)

(Task includes preliminary civil engineering design, site visits, calculations, meetings and coordination, coordination with equipment supplier, and cost estimating.)

Category	Manhours	Rate	Subtotal
Principal (P.E.)	12	\$185.00	\$2,220.00
Senior Engineer (P.E.)	24	\$145.00	\$3,480.00
Technician	48	\$80.00	\$3,840.00
Administrative Asst.	8	\$55.00	\$440.00

PHASE TOTAL **\$9,980.00**

PHASE IB - FINAL DESIGN

(Task includes final civil engineering design, meetings and coordination, production of Bidding Documents to include Final Plans and the Project Manual (incorporation of civil and mechanical Technical Specifications into the Parish-supplied front-end documents), quantity takeoffs, and construction cost estimating.)

Category	Manhours	Rate	Subtotal
Principal (P.E.)	24	\$185.00	\$4,440.00
Senior Engineer (P.E.)	56	\$145.00	\$8,120.00
Technician	80	\$80.00	\$6,400.00
Administrative Asst.	24	\$55.00	\$1,320.00

PHASE TOTAL **\$20,280.00**

PHASE IC - ENGINEERING SERVICES DURING BIDDING

(Task includes coordination, responding to questions and requests, revisions, production and issuance of Addenda, attendance at Pre-Bid Meeting and Bid Opening, tabulation of bid results, and recommendation of award.)

Category	Manhours	Rate	Subtotal
Principal (P.E.)	4	\$185.00	\$740.00
Senior Engineer (P.E.)	8	\$145.00	\$1,160.00
Technician	8	\$80.00	\$640.00
Administrative Asst.	4	\$55.00	\$220.00

PHASE TOTAL **\$2,760.00**

PHASE ID - ENGINEERING SERVICES DURING CONSTRUCTION

(Task includes site visits, meetings and coordination, responding to questions and RFI; review of: submittals, testing lab reports, and contractor invoices; substantial completion and final acceptance walkthroughs and documentation; record drawings; and project closeout. Task does NOT include resident inspection or materials testing lab services.)

Category	Manhours	Rate	Subtotal
Principal (P.E.)	16	\$185.00	\$2,960.00
Senior Engineer (P.E.)	32	\$145.00	\$4,640.00
Technician	24	\$80.00	\$1,920.00
Administrative Asst.	16	\$55.00	\$880.00

PHASE TOTAL **\$10,400.00**

ENGINEERING SERVICES PROPOSAL
for
SCHEXNAYDRE PUMP STATION MODIFICATIONS

Evans-Graves Engineers, Inc.

April 29, 2019

SUBTOTAL - ENGINEERING PHASES \$43,420.00

PHASE IIA - DATA COLLECTION AND SURVEYING COORDINATION

(Task includes site visit, obtaining all available records on existing Pump Station, and coordination with Owner-supplied Topographic Surveyor to identify needs for survey of pump station, including intake, sump, discharge, and all surface and subsurface utilities and features, including cross-sections in the sump. No record drawings of the Station exist.)

Category	Manhours	Rate	Subtotal
Topographic Surveyor Services <i>(Purchased by Owner)</i>	Lump	\$0.00	\$0.00
Principal (P.E.)	6	\$185.00	\$1,110.00
Senior Engineer (P.E.)	16	\$145.00	\$2,320.00
Technician	4	\$80.00	\$320.00

PHASE TOTAL \$3,750.00

PHASE IIB - SUPPLEMENTAL SERVICES: PERMITTING (SEE NOTE 2)

(Task includes meetings and coordination, preparation and production of permit documents and drawings, submittals, and revisions. Permits will include Coastal Use and Corps. Task does NOT include payment of any required agency permit fees.)

Category	Manhours	Rate	Subtotal
Drainage Study/Report (if needed)	1	\$6,000.00	\$6,000.00
Principal (P.E.)	8	\$185.00	\$1,480.00
Senior Engineer (P.E.)	14	\$145.00	\$2,030.00
Technician	24	\$80.00	\$1,920.00
Administrative Asst.	10	\$55.00	\$550.00

PHASE TOTAL \$11,980.00

SUBTOTAL - SUPPLEMENTAL SERVICES \$15,730.00

GRAND TOTAL - ALL PHASES \$59,150.00

NOTES:

- 1 Manhour Proposal based on Scope of Work discussed in e-mail communication with Don Edwards on 4/17/19 and field meeting with Chris Tregre on 4/23/19. Scope is understood to include civil engineering work only, and no electrical engineering required. Scope is understood to include removal of existing 30" pump, including intake and discharge, and replacement with new 48" diesel pump, including intake and discharge, all of which will be supplied by the construction contractor under this project. A fuel capacity analysis is also included in the scope, and specification of any new fuel tank or piping required. Also included is an analysis whether the existing diesel engine can be re-used with the new pump.
- 2 While no independent drainage study/report is required by Owner, it may be required as part of the permit process. If not, the associated time will not be charged or invoiced.



St. Charles Parish

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

Legislation Details

File #: 2019-0163 **Version:** 1 **Name:** Change Order No. 1 for the Ellington Drainage Pump Station Project

Type: Ordinance **Status:** Public Hearing

File created: 5/20/2019 **In control:** Parish Council

On agenda: 6/3/2019 **Final action:**

Enactment date: **Yes**

Title: An ordinance approving and authorizing the execution of Change Order No. 1 for the Ellington Drainage Pump Station Project No. P080905-5D, grant reference Project No. H.013148, as part of the West Bank Hurricane Protection Levee Project, to increase the contract amount by \$36,252.00 and increase the contract time by fifty nine (59) days.

Sponsors: Lawrence 'Larry' Cochran, Department of Public Works

Indexes:

Code sections:

Attachments: [2019-0163 Ellington DPS- Change Order #1 Completed](#)
[2019-0163 Ellington Drainage PS -P080905-5D-Work Change Directive No.1 Executed](#)
[2019-0163 Ellington PS WCD #2 Executed](#)
[2019-0163 Work Change Directive No. 3 Executed](#)
[2019-0163 Work Directive 4](#)
[2019-0163 Work Directive 5](#)
[2019-0163 Ord. 18-11-1 additional info](#)

Date	Ver.	Action By	Action	Result
5/20/2019	1	Parish Council		
5/20/2019	1	Parish President	Introduced	

SECTION 00806

CHANGE ORDER

No. 1

DATE OF ISSUANCE 6-03-2019

EFFECTIVE DATE _____

OWNER: St. Charles Parish

CONTRACTOR: Sealevel Construction

Contract: Ellington Drainage Pump Station

Project: Ellington Drainage Pump Station

OWNER's Contract No. P080905-5D

ENGINEER's Contract No. 10475-323

ENGINEER: Burk-Kleinpeter, Inc.

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

1. *Add a 3/4" water meter at the project trailer location (WCD #1).*
2. *Add cut-off concrete piles (including extend grout tubes and core holes in pile tops) (WCD #2).*
3. *Add a second test pile (WCD #3).*
4. *Delete remote stainless-steel fuel fill/spill container at generator (WCD #4)*
5. *Revise four rake motors and associated control panel starter equipment to 480V/3PH/60HZ (WCD #5)*

Description:

1. Add the Following Work Items:

- a. New Contract Item # 66: 3/4" Water Meter (WCD #1)
Addition of \$1,150 L.S.
- b. New Contract Item # 67: Cut-Off Concrete Piles (Including extend grout tubes and core holes in pile tops) (WCD #2)

Addition of \$14,382 L.S.

Breakdown of the New Contract Item# 67 is as follows:

- | | |
|------------------------------|--------------------------------|
| i. Cut-off Concrete Piles | 34 EACH x \$260.00= \$8,840.00 |
| ii. Extend Grout tubes | 34 EACH x \$38.00= \$1,292.00 |
| iii. Core Holes in Pile tops | 34 EACH x \$125.00= \$4,250.00 |

- c. New Contract Item # 68: Second test pile (WCD #3)
Addition of \$21,000 L.S.

Total of Added Work Items = (+\$36,532.00)

2. Revise the Following Work Item Quantities:

- a. Contract Item # 30: Bar Screen w/Chain and Rake Cleaner (*WCD #5*)
Revise four rake motors and associated control panel starter equipment to 480V/3PH/60HZ. (+\$4,220)
- b. Contract Item # 33: Fuel Fill and Piping (*WCD #4*)
Delete remote stainless-steel fuel fill/spill container. (-\$4,500)

Total of Change in Work Items Quantity = (-\$280.00)

Reason for Change Order:

1. Add the Following Work Items

- a. New Contract Item # 66: Location for the project trailer to be supplied by the Contractor was denoted to have water and power provisions, but the water meter at this location was not found and will be required to be installed for the project trailer support and use.
- b. New Contract Item # 67: Test pile driving showed refusal before achieving the designed tip elevation. So, it is anticipated that some of the piles may be required to cut-off (including extend grout tubes and core holes in pile tops) to achieve design elevation.
- c. New Contract Item # 68: Based on Engineer's review of first test pile driving and report, a second test pile was necessary in order to determine the extent of hard soil layer encountered during the first test pile driving process, i.e. to confirm the uniformity of the underlying soil.

2. Revise the Following Work Item Quantities

- a. Contract Item # 30: The generator fuel tank is out-fitted with an anti-spill container which drains back to the generator fuel tank and is equipped with an overfill protection valve and a male Cam Lock hose connection fitting. This eliminates the requirement for the remote fuel fill/spill container at the generator fuel tank.
- b. Contract Item #33: The specifications for four rake motors was revised from 120V/1PH/60HZ to 480V/3PH/60HZ for high speed gear ratio for bar screen cleaners.

3. Change in Contract Time:

Additional 59 days in contract time incurred due to:

- a. 36 days to Cut-Off the tops of 34 concrete piles (including extend grout tubes and core new holes in pile tops).
- b. 23 days for second test pile.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ 8,288,890.00
Net Increase (Decrease) from previous Change Orders No. <u>0</u> to <u>0</u> : \$ 0.00
Contract Price prior to this Change Order: \$ 8,288,890.00
Net increase (decrease) of this Change Order: +\$ 36,252.00
Contract Price with all approved Change Orders: \$ 8,325,142.00

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>500 Days- 4/2/20</u> Ready for final payment: <u>545 Days- 5/17/20</u> (days or dates)
Net change from previous Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0 Days</u> Ready for final payment: <u>0 Days</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>500 Days- 4/2/20</u> Ready for final payment: <u>545 Days- 5/17/20</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>+59 Days</u> Ready for final payment: <u>+59 Days</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>559 Days- 5/31/20</u> Ready for final payment: <u>604 Days- 7/15/20</u> (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
ENGINEER (Authorized Signature)

By: _____
OWNER (Authorized Signature)

By: _____
CONTRACTOR(Authorized Signature)

Date: _____

Date: _____

Date: _____

SECTION 00805

WORK CHANGE DIRECTIVE

No. 1

DATE OF ISSUANCE 02/11/2019 EFFECTIVE DATE 02/11/2019

Owner: St. Charles Parish
Contractor: Sealevel Construction
Contract: Ellington Drainage Pump Station
Project: Ellington Drainage Pump Station
Owner's Contract No.: P080905-5D Engineer's Contract No.: 10475-323
ENGINEER: Burk-Kleinpeter, Inc.

Contractor is directed to proceed promptly with the following change(s):
Description: Addition of a 3/4" water meter at the project trailer location (441 Magnolia Ridge Road) for the contractor's use during construction.

Attachments: (List documents supporting change) 10475-0323ProjectTrailerLocation

Purpose for Work Change Directive:

Location for the project trailer to be supplied by the Contractor was denoted to have water and power provisions, but the water meter at this site was not found and will be required to be installed for project trailer support and use.

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: \$ 1,150 increase
Contract Time 0 days [increase] [decrease]

Basis of estimated change in Contract Price:

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

Recommended: [Signature] Limited Authorization By*: [Signature] Received: [Signature]
By: [Signature] Engineer (Authorized Signature) By: [Signature] Owner's Representative* By: [Signature] Contractor (Authorized Signature)
Title: Senior Vice President Title: Senior Project manager Title: President
Date: 02/13/19 Date: 2-26-19 Date: 2/19/19

*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: _____

Proposal

From: SEALEVEL CONSTRUCTION INC.
P.O. Box 1037
Thibodaux, LA 70302
Phone: 985.448.0970
Fax: 985.448.0922

Project: 18267 ELLINGTOM WCD 1
Description: Add Temp Water To Job Trailer Site

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
01 3/4" WATER METER	1.000	LS	1,150.00	\$1,150.00
TOTAL BID:				\$1,150.00

Signature: _____



Richard J Roth, President

PROJECT :
18267 ELLINGTOM WCD

ITEM SHEET COSTS
AS SHOWN

Date : 2/5/2019 3:18:57 PM

ITEM : 01
DESCRIPTION : 3/4" WATER METER

COST CODE :
PRODUCTION : Days

HRS/DAY : 10

U/M : LS
BID QTY : 1.00
TO QTY : 1.00
TOTAL MHS : 2.50
MHS / UNIT : 2.5000
UNITS / MH : 0.4000
CJC :

Item Production

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>UNITS/DAY</u>	<u>DAYS REQD</u>
01	3/4" WATER METER	LS	1.00	1.00	1.00

Cost Detail for Item 01

<u>C CODE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>FACTORS</u>	<u>RATE</u>	<u>COSTS</u>
M 05	3/4" WATER METER INSTA	1.000	LS	1.000	825.000	825.00
L 01	SUPERINTENDENT	1.000		0.250	513.600	128.40
E 15	PICKUP	1.000		0.250	125.000	31.25

Item Unit Cost : 984.65

Item Total Cost : 984.65

	<u>Labor</u>	<u>Equipment</u>	<u>Rental Eq</u>	<u>Material</u>	<u>Subcontract</u>	<u>Other</u>
Total :	128.40	31.25	0.00	825.00	0.00	0.00
Unit :	128.40	31.25	0.00	825.00	0.00	0.00

Bid Data for Item: 01

	<u>Quantity</u>	<u>Bid Unit</u>	<u>Bid Amt.</u>	<u>Total Cost</u>	<u>Prof & Ovhd</u>	<u>Windfall</u>
Bid Qty.	1.00	1,150.00	1,150.00	984.65	165.35	
Takeoff Qty.	1.00	1,150.00	1,150.00	984.65	165.35	0.00

PROJECT : 18267 ELLINGTON WCD 1

Description Add Temp Water To Job Trailer Site
 Bid Date
 Revised
 Location
 Contract #

NOTE: All Costs are calculated based on Takeoff Quantity.

Type Code	Description	U/M	Quantity	Equipment Factor	Rate	Cost	Item	Description
E 15	PICKUP	Days	1.000	0.250	125.000	31.25	01	3/4" WATER METER
Equipment TOTAL							31.25	
L 01	SUPERINTENDENT	Days	1.000		513.600	128.40	01	3/4" WATER METER
Labor TOTAL							128.40	
Cost Per Man/Day :		513.						
Cost Per Man/Hr (8 Hr Day) :		64.20	0.25	Man/Days				
M 05	3/4" WATER METER INSTALL	LS	1.000		825.000	825.00	01	3/4" WATER METER
Material TOTAL							825.00	

Cost Summary Total: \$984.65
 Total Direct Costs from Bid Sheet \$984.65
 Difference: \$0.00

#18267 - 1000

**St. Charles
Permit Payment Receipt**

12/14/2018

32876

1099 Primrose Dr
Boutte LA 70039

Paid By:
Sealevel Construction
Corbert Chaisson
1069 Hwy 3185
Thibodaux, LA 70301

Payment Description:

Fee Types

Fee	Amount	Paid	Balance Due
New Commercial	\$2,200.00	\$2,200.00	\$0.00
Water Meter Deposit 5/8in x 3/4in	\$130.00	\$130.00	\$0.00
Water Meter Installation 5/8in x 3/4in	\$825.00	\$825.00	\$0.00
Water Meter Deposit 1in	\$180.00	\$180.00	\$0.00
Water Meter Installation 1in	\$1,100.00	\$1,100.00	\$0.00
Temporary Structure	\$105.00	\$105.00	\$0.00
Total Fees	\$4,540.00	\$4,540.00	\$0.00

Payments

Payment ID	Received Date	Payment Type	Reference Num	Fee	Amount
2601938	12/14/2018	Check	19139	New Commercial	\$600.00
				New Commercial	\$1,600.00
				Water Meter Deposit 5/8in x 3/4in	\$130.00
				Water Meter Installation 5/8in x 3/4in	\$825.00
				Water Meter Deposit 1in	\$180.00
				Water Meter Installation 1in	\$1,100.00

THIS IS NOT A PERMIT. This receipt does not authorize you to begin construction on your project.

- Legend
- 1. Location Number
- 2. Utility
- 3. Meter
- 4. Valve
- 5. Hydrant
- 6. Fire Station
- 7. Fire Station
- 8. Fire Station
- 9. Fire Station
- 10. Fire Station
- 11. Fire Station
- 12. Fire Station
- 13. Fire Station
- 14. Fire Station
- 15. Fire Station
- 16. Fire Station
- 17. Fire Station
- 18. Fire Station
- 19. Fire Station
- 20. Fire Station

ADD 3/4" WATER METER FOR TRAILER HOOKUP TO EXISTING WATER LINE ON EAST SIDE OF THE ROADWAY. CONFIRM WITH SCP ON WATERLINE SIZE AT THIS LOCATION.

PROJECT TRAILER LOCATION

PROJECT SITE



T: 985-448-0970
F: 985-448-0922
sealevelinc.com

P.O. Box 1037
Thibodaux, LA 70302

February 19, 2019

Burk-Kleinpeter, Inc.
Attention: Mr. Sreeni Bollu, PE
4176 Canal Street
New Orleans, LA 70119
PHONE: (504) 486-5901

RE: Ellington Drainage Pump Station
St. Charles Parish Project No. P080905-5D
SCI Job# 18267

Dear Mr. Bollu:

Enclosed are three (3) originals of Work Change Directive No. 1, executed by Sealevel, for the above referenced project. We are returning these to you for further processing.

Please do not hesitate to contact me should you have any questions.

Sincerely,

A handwritten signature in blue ink that reads 'Amanda R. Taylor'. The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.
Amanda R. Taylor

art

Attachments

SECTION 00805

WORK CHANGE DIRECTIVE

No. 2

DATE OF ISSUANCE 05/01/2019 EFFECTIVE DATE 05/01/2019

Owner: St. Charles Parish
Contractor: Sealevel Construction
Contract: Ellington Drainage Pump Station
Project: Ellington Drainage Pump Station
Owner's Contract No.: P080905-5D Engineer's Contract No.: 10475-0323
ENGINEER: Burk-Kleinpeter, Inc.

Contractor is directed to proceed promptly with the following change(s):
Description: Cut-off driven piles to required elevation per contract drawings if piles refuse to drive to the designed tip elevation. The amount listed here is approximate. The actual amount will be finalized based on the required number of piles cut-off.

Attachments: (List documents supporting change) Proposal for work from the Contractor

Purpose for Work Change Directive:

Test pile driving showed refusal before achieving the designed tip elevation. So, it is anticipated that some of the piles may be required to cut off to achieve design elevation.

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: \$ 14,382 (NTE) increase (TBD after completion, based on unit cost)
Contract Time 36 days (NTE) increase (TBD after completion, based on quantity)

Basis of estimated change in Contract Price:

- Lump Sum Unit Price
 Cost of the Work Other

By: [Signature] Recommended. Limited Authorization By*: By: [Signature] Received:
Engineer (Authorized Signature) Owner's Representative* Contractor (Authorized Signature)
Title: Senior Vice President Title: Senior Project Manager Title: President
Date: 05/08/19 Date: 5-15-19 Date: 5/13/19

*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:

Proposal

From: SEALEVEL CONSTRUCTION INC.
P.O. Box 1037
Thibodaux, LA 70302
Phone: 985.448.0970
Fax: 985.448.0922

Project: 18267 ELLINGTON PILE CUTOFF &
Description: 18267-ELLINGTON PS PILE
CUTOFF & EXTEND GROUT TUBE

ITEM	DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
01	CUT-OFF CONC PILES	34.000	EA	260.00	\$8,840.00
02	EXTEND GROUT TUBES	34.000	EA	38.00	\$1,292.00
03	CORE HOLES IN PILE TOPS	34.000	EA	125.00	\$4,250.00
				TOTAL BID:	\$14,382.00

Signature: _____



Richard J Roth, President

PROJECT :
18267 ELLINGTON PILE

ITEM SHEET COSTS
AS SHOWN

Date : 4/17/2019 9:00:25 AM

ITEM : 01
 DESCRIPTION : CUT-OFF CONC PILES

UM : EA
 BID QTY : 34.00
 TO QTY : 34.00
 TOTAL MHS : 149.60
 MHS / UNIT : 4.4000
 UNITS / MH : 0.2273
 CJC :

COST CODE : 5300
 PRODUCTION : Days

HRS/DAY : 10

Item Production

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>UNITS/DAY</u>	<u>DAYS REQD</u>
01	CUT-OFF CONC PILES	EA	34.00	2.00	17.00

Cost Detail for Item 01

<u>C CODE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>FACTORS</u>	<u>RATE</u>	<u>COSTS</u>
L 02	FOREMAN	1.000		0.680	528.774	359.57
L 03	CRANE OPERATOR	1.000		0.680	457.141	310.86
L 07	PILE DRIVER	1.000		6.800	331.101	2251.49
L 08	LABORER	1.000		6.800	260.081	1768.55
E 25	120T CRANE	1.000		0.680	995.000	676.60
E FS5114	BIG TOOL	1.000		6.800	100.000	680.00
E FS5114A	SMALL TOOL	1.000		6.800	37.800	257.04
E FS5115	PICKUP	1.000		6.800	140.000	952.00
M 04	SMALL SUPPLY	1.360	EA	5.000	35.000	238.00

Item Unit Cost : 220.41

Item Total Cost : 7,494.10

	<u>Labor</u>	<u>Equipment</u>	<u>Rental Eq</u>	<u>Material</u>	<u>Subcontract</u>	<u>Other</u>
Total :	4,690.46	2,565.64	0.00	238.00	0.00	0.00
Unit :	137.95	75.46	0.00	7.00	0.00	0.00

Bid Data for Item: 01

	<u>Quantity</u>	<u>Bid Unit</u>	<u>Bid Amt.</u>	<u>Total Cost</u>	<u>Prof & Ovhd</u>	<u>Windfall</u>
Bid Qty.	34.00	260.00	8,840.00	7,494.10	1,345.90	
Takeoff Qty.	34.00	260.00	8,840.00	7,494.10	1,345.90	0.00

PROJECT :
18267 ELLINGTON PILE

ITEM SHEET COSTS
AS SHOWN

Date : 4/17/2019 9:00:25 AM

ITEM : 02
DESCRIPTION : EXTEND GROUT TUBES

COST CODE : 5300
PRODUCTION : Days

HRS/DAY : 10

U/M : EA
 BID QTY : 34.00
 TO QTY : 34.00
 TOTAL MHS : 0.00
 MHS / UNIT : 0.0000
 UNITS / MH : 0.0000
 CJC :

Item Production

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>UNITS/DAY</u>	<u>DAYS REQD</u>
02	EXTEND GROUT TUBES	EA	34.00	25.00	1.36

Cost Detail for Item 02

<u>C CODE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>FACTORS</u>	<u>RATE</u>	<u>COSTS</u>
M 05	EXTEND GROUT TUBES	340.000	LF	1.000	3.300	1122.00

Item Unit Cost : 33.00

Item Total Cost : 1,122.00

	<u>Labor</u>	<u>Equipment</u>	<u>Rental Eg</u>	<u>Material</u>	<u>Subcontract</u>	<u>Other</u>
Total :	0.00	0.00	0.00	1,122.00	0.00	0.00
Unit :	0.00	0.00	0.00	33.00	0.00	0.00

Bid Data for Item: 02

	<u>Quantity</u>	<u>Bid Unit</u>	<u>Bid Amt.</u>	<u>Total Cost</u>	<u>Prof & Ovhd</u>	<u>Windfall</u>
Bid Qty.	34.00	38.00	1,292.00	1,122.00	170.00	
Takeoff Qty.	34.00	38.00	1,292.00	1,122.00	170.00	0.00

PROJECT :
18267 ELLINGTON PILE

ITEM SHEET COSTS
AS SHOWN

Date : 4/17/2019 9:00:25 AM

ITEM : 03
 DESCRIPTION : CORE HOLES IN PILE TOPS
 COST CODE : 5300
 PRODUCTION : Days
 HRS/DAY : 10

UM : EA
 BID QTY : 34.00
 TO QTY : 34.00
 TOTAL MHS : 70.00
 MHS / UNIT : 2.0588
 UNITS / MH : 0.4857
 CJC :

Item Production

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>UNITS/DAY</u>	<u>DAYS REQD</u>
03	CORE HOLES IN PILE TOPS	EA	34.00	2.00	17.00

Cost Detail for Item 03

<u>C CODE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>FACTORS</u>	<u>RATE</u>	<u>COSTS</u>
L 02	FOREMAN	1.000		0.500	528.774	264.39
L 03	CRANE OPERATOR	1.000		0.500	457.141	228.57
L 07	PILE DRIVER	1.000		3.000	331.101	993.30
L 08	LABORER	1.000		3.000	260.081	780.24
E 25	120T CRANE	1.000		0.500	995.000	497.50
E FS5114	BIG TOOL	1.000		3.000	100.000	300.00
E FS5114A	SMALL TOOL	1.000		3.000	37.800	113.40
E FS5115	PICKUP	1.000		3.000	140.000	420.00
M 04	SMALL SUPPLY	1.000	EA	3.000	35.000	105.00

Item Unit Cost : 108.89

Item Total Cost : 3,702.40

	<u>Labor</u>	<u>Equipment</u>	<u>Rental Eq</u>	<u>Material</u>	<u>Subcontract</u>	<u>Other</u>
Total :	2,266.50	1,330.90	0.00	105.00	0.00	0.00
Unit :	66.66	39.14	0.00	3.09	0.00	0.00

Bid Data for Item: 03

	<u>Quantity</u>	<u>Bid Unit</u>	<u>Bid Amt.</u>	<u>Total Cost</u>	<u>Prof & Ovhd</u>	<u>Windfall</u>
Bid Qty.	34.00	125.00	4,250.00	3,702.40	547.60	
Takeoff Qty.	34.00	125.00	4,250.00	3,702.40	547.60	0.00

PROJECT : 18267 ELLINGTO

Description 18267-ELLINGTON PS PILE CUTOFF
 & EXTEND GROUT TUBES

Bid Date 01/17/2019

Revised

Location ST. CHARLES PARISH

Contract #

Bid Comments:

}

PROJECT : 18267 ELLINGTO

Description 18267-ELLINGTON PS PILE CUTOFF
& EXTEND GROUT TUBES

BID SUMMARY

	<u>MARKUP %</u>	<u>MARKUP AMT</u>	<u>TOTAL</u>	
LABOR	0.00%	0.00	6,956.96	48.32%
EQUIPMENT	0.00%	0.00	3,896.54	27.06%
RENTAL EQ	0.00%	0.00	0.00	0.00%
MATERIAL	0.00%	0.00	1,465.00	10.17%
SUBCONTRACT	0.00%	0.00	0.00	0.00%
OTHER	0.00%	0.00	0.00	0.00%
TOTAL DIRECT COSTS:			12,318.50	85.55%
PROJECT OVERHEAD TABLE	0.00%	0.00	0.00	0.00%
PROJECT OVERHEAD	0.00%		0.00	0.00%
TOTAL JOB COSTS:			12,318.50	85.55%
TOTAL DIRECT COSTS MARKUP AMT			0.00	0.00%
CORPORATE OVERHEAD	5.00%		615.92	4.28%
NET PROFIT	10.00%		1,308.99	9.09%
SUBTOTAL:			14,243.42	98.92%
TAXES - ADD ON - DEDUCT	0.00%		0.00	0.00%
BOND COSTS FROM TABLE (Y/N)	Yes		155.51	1.08%
TOTAL MARKUP SPREAD TO ITEMS:			2,080.43	14.45%
BALANCED BID:			14,398.92	100.00%
ACTUAL BID:			14,382.00	
UNBALANCED AMT:			-16.92	
ACTUAL MARGIN:			2,063.50	
PROPOSED MARGIN:			2,080.43	
UNIT MARK-UP ON TOTAL DIRECT COST	:		0.1689	
UNIT MARK-UP ON TOTAL JOB COSTS	:		0.1689	
MARK-UP ON SALES	:		0.1445	

PROJECT : 18267 ELLINGTO

<u>Item</u>	<u>Description</u>	<u>U/M</u>	<u>Bid Qty</u>	<u>T/O Qty</u>	<u>Total Cost</u>	<u>Unit Cost</u>	<u>Margin</u>	<u>Bid Unit</u>	<u>Total Bid</u>	<u>+/-</u>
01	CUT-OFF CONC PILES	EA	34.00	34.00	7494.10	220.41	257.64	260.00	8840.00	1345.90
02	EXTEND GROUT TUB	EA	34.00	34.00	1122.00	33.00	38.57	38.00	1292.00	170.00
03	CORE HOLES IN PILE	EA	34.00	34.00	3702.40	108.89	127.28	125.00	4250.00	547.60
TOTALS:					12318.50				14382.00	2083.50

PROJECT : 18267 ELLINGTO

Item	Description	Labor Unit Total	Equip Unit Total	Rental Unit Total	Material Unit Total	Subcont Unit Total	Other Unit Total
		137.95	75.46	0.00	7.00	0.00	0.00
01	CUT-OFF CONC PILES	4690.46	2565.64	0.00	238.00	0.00	0.00
		0.00	0.00	0.00	33.00	0.00	0.00
02	EXTEND GROUT TUBES	0.00	0.00	0.00	1122.00	0.00	0.00
		66.66	39.14	0.00	3.09	0.00	0.00
03	CORE HOLES IN PILE TOPS	2266.50	1330.90	0.00	105.00	0.00	0.00
	TOTALS:	6956.96	3896.54	0.00	1465.00	0.00	0.00

SECTION 00805

WORK CHANGE DIRECTIVE

No. 3

DATE OF ISSUANCE 03/20/2019 EFFECTIVE DATE 03/20/2019

Owner: St. Charles Parish
Contractor: Sealevel Construction
Contract: Ellington Drainage Pump Station
Project: Ellington Drainage Pump Station
Owner's Contract No.: P080905-5D Engineer's Contract No.: 10475-323
ENGINEER: Burk-Kleinpeter, Inc.

Contractor is directed to proceed promptly with the following change(s):
Description: Furnish and install second test pile and cut off two test piles and drill holes.

Attachments: (List documents supporting change) Cost proposal from the Contractor

Purpose for Work Change Directive:

Based on Engineer's review of first test pile driving and report, a second test pile was necessary in order to determine the extent of hard soil layer encountered during the first test pile driving process. i.e to confirm the uniformity of the underlying soil.

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: \$ 21,000 increase
Contract Time 23 days increase

Basis of estimated change in Contract Price:

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

Recommended:	Limited Authorization By*:	Received:
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (Authorized Signature)	Owner's Representative*	Contractor (Authorized Signature)
Title: <u>Senior Vice President</u>	Title: <u>Senior Project Manager</u>	Title: <u>PRESIDENT</u>
Date: <u>03/28/19</u>	Date: <u>4-23-19</u>	Date: <u>4/15/19</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: _____

Proposal

From: SEALEVEL CONSTRUCTION INC.
P.O. Box 1037
Thibodaux, LA 70302
Phone: 985.448.0970
Fax: 985.448.0922

Project: 18267 ELLINGTON PS ADD TEST P
Description: 18267-ELLINGTON PS ADD TEST
PILE & TEST

ITEM	DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
03	INSTALL 1 PROBE PILE & CASING	1.000	EA	18,900.00	\$18,900.00
04	CUT-OFF TEST PILES & DRILL HOLES	2.000	EA	1,050.00	\$2,100.00
				TOTAL BID:	\$21,000.00

Signature: _____


Richard J Roth, President

PROJECT :
18267 ELLINGTON PS A

ITEM SHEET COSTS
AS SHOWN

Date : 2/1/2019 11:48:55 AM

ITEM : 03
DESCRIPTION : INSTALL 1 PROBE PILE & CASING

COST CODE : 5300
PRODUCTION : Days

HRS/DAY : 10

U/M : EA
BID QTY : 1.00
TO QTY : 1.00
TOTAL MHS : 130.00
MHS / UNIT : 130.0000
UNITS / MH : 0.0077
CJC :

Item Production

ITEM#	DESCRIPTION	U/M	QTY	UNITS/DAY	DAYS REQD
03	INSTALL 1 PROBE PILE & CASING	EA	1.00	1.00	1.00

Cost Detail for Item 03

C CODE	DESCRIPTION	QUANTITY	U/M	FACTORS	RATE	COSTS
	DRIVE CASING AND AUGER OUT -1 DAY					
L 02	FOREMAN	1.000		1.000	528.774	528.77
L 03	CRANE OPERATOR	1.000		1.000	457.141	457.14
L 07	PILE DRIVER	2.000		1.000	331.101	662.20
L 09	WELDER	1.000		1.000	394.121	394.12
L 10	TRUCK DRIVER	1.000		1.000	346.856	346.86
E 1018C	LOWBOY/30CY TRAILOR	1.000		1.000	745.000	745.00
E 25	120T CRANE	1.000		1.000	995.000	995.00
E 06A	CAT 322 EXCAVATOR	1.000		1.000	595.000	595.00
E FS5101A	LODRILL	1.000		1.000	1115.000	1115.00
E FS5114	BIG TOOL	1.000		1.000	100.000	100.00
E FS5114A	SMALL TOOL	1.000		1.000	37.800	37.80
E FS5115	PICKUP	1.000		1.000	140.000	140.00
M 04	SMALL SUPPLY	1.000	EA	1.000	35.000	35.00
M 1001A	CASING RENT	4750.000	LBS	1.000	0.274	1299.72
	DRIVE TEST PILE -1 DAY					
L FS02	FOREMAN	1.000		1.000	528.774	528.77
L FS03	CRANE OPERATOR	1.000		1.000	457.141	457.14
L FS07	PILE DRIVER	2.000		1.000	331.101	662.20
L FS09	WELDER	1.000		1.000	394.121	394.12
E FS5125	120T CRANE	1.000		1.000	945.000	945.00
E FS5106A	CAT 322 EXCAVATOR	1.000		1.000	595.000	595.00
E FS5126	VULCAN 06	1.000		1.000	305.000	305.00
E FS5127	750 CFM AIR COMP	1.000		1.000	330.000	330.00
E FS5114	BIG TOOL	1.000		1.000	100.000	100.00
E FS5114A	SMALL TOOL	1.000		1.000	37.800	37.80
E FS5115	PICKUP	1.000		1.000	140.000	140.00
M FS5101	SMALL SUPPLY	1.000	LS	1.000	50.000	50.00
M FS5108	14" SQ CONC PILES	79.000	LF	1.000	33.740	2665.46
	REMOVE CASING					
L 02	FOREMAN	1.000		0.500	528.774	264.39
L 03	CRANE OPERATOR	1.000		0.500	457.141	228.57
L 07	PILE DRIVER	1.000		0.500	331.101	165.55
L 09	WELDER	1.000		0.500	394.121	197.06
E 25	120T CRANE	1.000		0.500	995.000	497.50

PROJECT :
18267 ELLINGTON PS A

ITEM SHEET COSTS
AS SHOWN

Date : 2/1/2019 11:48:55 AM

<u>C CODE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>FACTORS</u>	<u>RATE</u>	<u>COSTS</u>
E 14	BIG TOOL	1.000		0.500	100.000	50.00
E 14A	SMALL TOOL	1.000		0.500	37.800	18.90
E 15	PICKUP	1.000		0.500	140.000	70.00
M 04	SMALL SUPPLY	1.000	EA	0.500	35.000	17.50
Item Unit Cost : 16,171.58						Item Total Cost : 16,171.58

	<u>Labor</u>	<u>Equipment</u>	<u>Rental Eq</u>	<u>Material</u>	<u>Subcontract</u>	<u>Other</u>
Total :	5,286.90	6,817.00	0.00	4,067.68	0.00	0.00
Unit :	5,286.90	6,817.00	0.00	4,067.68	0.00	0.00

Bid Data for Item: 03

	<u>Quantity</u>	<u>Bid Unit</u>	<u>Bid Amt.</u>	<u>Total Cost</u>	<u>Prof & Ovhd</u>	<u>Windfall</u>
Bid Qty.	1.00	18,900.00	18,900.00	16,171.58	2,728.42	
Takeoff Qty.	1.00	18,900.00	18,900.00	16,171.58	2,728.42	0.00

PROJECT :
18267 ELLINGTON PS A

ITEM SHEET COSTS
AS SHOWN

Date : 2/1/2019 11:48:55 AM

ITEM : 04
DESCRIPTION : CUT-OFF TEST PILES & DRILL HOLES

U/M : EA
BID QTY : 2.00
TO QTY : 2.00
TOTAL MHS : 32.50
MHS / UNIT : 16.2500
UNITS / MH : 0.0615
CJC :

COST CODE :
PRODUCTION : Days
HRS/DAY : 10

Item Production

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>UNITS/DAY</u>	<u>DAYS REQD</u>
04	CUT-OFF TEST PILES & DRILL HOLES	EA	2.00	2.00	1.00

Cost Detail for Item 04

<u>C CODE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>FACTORS</u>	<u>RATE</u>	<u>COSTS</u>
L 02	FOREMAN	1.000		1.000	528.774	528.77
L 03	CRANE OPERATOR	1.000		0.250	457.141	114.29
L 07	PILE DRIVER	1.000		1.000	331.101	331.10
L 08	LABORER	1.000		1.000	260.081	260.08
E 25	120T CRANE	1.000		0.250	995.000	248.75
E FS5114	BIG TOOL	1.000		1.000	100.000	100.00
E FS5114A	SMALL TOOL	1.000		1.000	37.800	37.80
E FS5115	PICKUP	1.000		1.000	140.000	140.00
M 04	SMALL SUPPLY	1.000	EA	1.000	35.000	35.00

Item Unit Cost : 897.90

Item Total Cost : 1,795.79

	<u>Labor</u>	<u>Equipment</u>	<u>Rental Eq</u>	<u>Material</u>	<u>Subcontract</u>	<u>Other</u>
Total :	1,234.24	526.55	0.00	35.00	0.00	0.00
Unit :	617.12	263.27	0.00	17.50	0.00	0.00

Bid Data for Item: 04

	<u>Quantity</u>	<u>Bid Unit</u>	<u>Bid Amt.</u>	<u>Total Cost</u>	<u>Prof & Ovhd</u>	<u>Windfall</u>
Bid Qty.	2.00	1,050.00	2,100.00	1,795.79	304.21	
Takeoff Qty.	2.00	1,050.00	2,100.00	1,795.79	304.21	0.00

PROJECT : 18267 ELLINGTO

Description 18267-ELLINGTON PS ADD TEST PILE
 & TEST

Bid Date 01/17/2019

Revised

Location ST. CHARLES PARISH

Contract #

Bid Comments:

}

PROJECT : 18267 ELLINGTO

Description 18267-ELLINGTON PS ADD TEST PILE
& TEST

BID SUMMARY

	<u>MARKUP %</u>	<u>MARKUP AMT</u>	<u>TOTAL</u>	
LABOR	0.00%	0.00	6,521.14	31.05%
EQUIPMENT	0.00%	0.00	7,343.55	34.97%
RENTAL EQ	0.00%	0.00	0.00	0.00%
MATERIAL	0.00%	0.00	4,102.68	19.53%
SUBCONTRACT	0.00%	0.00	0.00	0.00%
OTHER	0.00%	0.00	0.00	0.00%
	TOTAL DIRECT COSTS:		17,967.37	85.55%
PROJECT OVERHEAD TABLE	0.00%	0.00	0.00	0.00%
PROJECT OVERHEAD	0.00%		0.00	0.00%
	TOTAL JOB COSTS:		17,967.37	85.55%
TOTAL DIRECT COSTS MARKUP AMT			0.00	0.00%
CORPORATE OVERHEAD	5.00%		898.37	4.28%
NET PROFIT	10.00%		1,909.26	9.09%
	SUBTOTAL:		20,774.99	98.92%
TAXES - ADD ON - DEDUCT	0.00%		0.00	0.00%
BOND COSTS FROM TABLE (Y/N)	Yes		226.82	1.08%
	TOTAL MARKUP SPREAD TO ITEMS:		3,034.44	14.45%
		BALANCED BID:	21,001.81	100.00%
		ACTUAL BID:	21,000.00	
		UNBALANCED AMT:	-1.81	
		ACTUAL MARGIN:	3,032.63	
		PROPOSED MARGIN:	3,034.44	
		UNIT MARK-UP ON TOTAL DIRECT COST :	0.1689	
		UNIT MARK-UP ON TOTAL JOB COSTS :	0.1689	
		MARK-UP ON SALES :	0.1445	

PROJECT : 18267 ELLINGTO

<u>Item</u>	<u>Description</u>	<u>U/M</u>	<u>Bid Qty</u>	<u>T/O Qty</u>	<u>Total Cost</u>	<u>Unit Cost</u>	<u>Margin</u>	<u>Bid Unit</u>	<u>Total Bid</u>	<u>+/-</u>
03	INSTALL 1 PROBE PILE	EA	1.00	1.00	16171.58	16171.58	18902.74	18900.00	18900.00	2728.42
04	CUT-OFF TEST PILES	EA	2.00	2.00	1795.79	897.90	1049.54	1050.00	2100.00	304.21
TOTALS:					17967.37				21000.00	3032.63

PROJECT : 18267 ELLINGTO

Item	Description	Labor Unit Total	Equip Unit Total	Rental Unit Total	Material Unit Total	Subcont Unit Total	Other Unit Total
03	INSTALL 1 PROBE PILE & C	5286.90	6817.00	0.00	4067.68	0.00	0.00
		5286.90	6817.00	0.00	4067.68	0.00	0.00
		617.12	263.27	0.00	17.50	0.00	0.00
04	CUT-OFF TEST PILES & DRI	1234.24	526.55	0.00	35.00	0.00	0.00
	TOTALS:	6521.14	7343.55	0.00	4102.68	0.00	0.00

SECTION 00805

WORK CHANGE DIRECTIVE

No. 5

DATE OF ISSUANCE 03/20/2019 EFFECTIVE DATE 03/20/2019

Owner: St. Charles Parish
Contractor: Sealevel Construction
Contract: Ellington Drainage Pump Station
Project: Ellington Drainage Pump Station
Owner's Contract No.: P080905-5D Engineer's Contract No.: 10475-323
ENGINEER: Burk-Kleinpeter, Inc.

Contractor is directed to proceed promptly with the following change(s):
Description: Revise four rake motors and associated control panel starter equipment from 120v/1ph/60hz to 480v/3ph/60hz in project scope of work.

Attachments: (List documents supporting change) 10475-0323 Cost Proposal from the Contractor

Purpose for Work Change Directive:

The specification for four rake motors was revised per SCP request from 120v/1ph/60hz to 480v/3ph/60hz for the project scope of work.

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: \$ 4,220 increase
Contract Time 0 days [increase] [decrease]

Basis of estimated change in Contract Price:

- Lump Sum Unit Price
- Cost of the Work Other

By: <u>[Signature]</u> Engineer (Authorized Signature)	Limited Authorization By*: By: <u>[Signature]</u> Owner's Representative*	Received: By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Senior Vice President</u>	Title: <u>Senior Project Manager</u>	Title: <u>PRESIDENT</u>
Date: <u>03/20/19</u>	Date: <u>4-23-19</u>	Date: <u>4/15/19</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: _____

Proposal

From: SEALEVEL CONSTRUCTION INC.
P.O. Box 1037
Thibodaux, LA 70302
Phone: 985.448.0970
Fax: 985.448.0922

Project: 18267 ELLINGTON REVISE RAKE
Description: 18267 ELLINGTON REVISE RAKE
MOTORS

ITEM	DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
01	REVISED RAKE MOTORS FROM 120/1/60 TO 208/3/60 480/3/60	1.000	LS	4,220.00	\$4,220.00
				TOTAL BID:	\$4,220.00

Signature: _____

Richard J Roth, President

NOTE: THERE WILL BE NO ADDITIONAL COST INCREASE
TO UPGRADE THE ELECTRIC MOTORS TO FROM 208/3/60.
TO 480/3/60. & TO UPGRADE THE GEARBOX
TO 16.56 GEARS PER SCP REQUEST

B Co/mare/19

PROJECT :
18267 ELLINGTON REVI

ITEM SHEET COSTS
AS SHOWN

Date : 2/15/2019 11:02:06 A

ITEM : 01
DESCRIPTION : REVISED RAKE MOTORS FROM 120/1/60 TO 208 /3/60
COST CODE : 5300
PRODUCTION : Days
HRS/DAY : 10

U/M : LS
BID QTY : 1.00
TO QTY : 1.00
TOTAL MHS : 2.50
MHS / UNIT : 2.5000
UNITS / MH : 0.4000
CJC :

Item Production

ITEM#	DESCRIPTION	U/M	QTY	UNITS/DAY	DAYS REQD
01	REVISED RAKE MOTORS FROM 120/1/60	LS	1.00	1.00	1.00

Cost Detail for Item 01

C CODE	DESCRIPTION	QUANTITY	U/M	FACTORS	RATE	COSTS
L 01	SUPERINTENDENT	1.000		0.250	568.161	142.04
S 007	RODRIGUE ELEC SUB	0.323	LS	1.000	1000.000	323.00
M 5001	REVISED MOTORS	4.000	EA	1.000	786.500	3146.00

Item Unit Cost : 3,611.04

Item Total Cost : 3,611.04

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total :	142.04	0.00	0.00	3,146.00	323.00	0.00
Unit :	142.04	0.00	0.00	3,146.00	323.00	0.00

Bid Data for Item: 01

	Quantity	Bid Unit	Bid Amt.	Total Cost	Prof & Ovhd	Windfall
Bid Qty.	1.00	4,220.00	4,220.00	3,611.04	608.96	
Takeoff Qty.	1.00	4,220.00	4,220.00	3,611.04	608.96	0.00

PROJECT : 18267 ELLINGTON REVISE RAKE MOTORS

Description 18267 ELLINGTON REVISE RAKE
MOTORS
Bld Date
Revised
Location ST. CHARLES PARISH
Contract #

	<u>MARKUP %</u>	<u>MARKUP AMT</u>	<u>TOTAL</u>	
LABOR	0.00%	0.00	142.04	3.37%
EQUIPMENT	0.00%	0.00	0.00	0.00%
RENTAL EQ	0.00%	0.00	0.00	0.00%
MATERIAL	0.00%	0.00	3,146.00	74.63%
SUBCONTRACT	0.00%	0.00	323.00	7.65%
OTHER	0.00%	0.00	0.00	0.00%
TOTAL DIRECT COSTS:			3,611.04	85.55%
PROJECT OVERHEAD TABLE	0.00%	0.00	0.00	0.00%
PROJECT OVERHEAD	0.00%		0.00	0.00%
TOTAL JOB COSTS:			3,611.04	85.55%
TOTAL DIRECT COSTS MARKUP AMT			0.00	0.00%
CORPORATE OVERHEAD	5.00%		180.55	4.28%
NET PROFIT	10.00%		383.72	9.09%
SUBTOTAL:			4,175.31	98.92%
TAXES - ADD ON - DEDUCT	0.00%		0.00	0.00%
BOND COSTS FROM TABLE (Y/N)	Yes		45.59	1.08%
TOTAL MARKUP SPREAD TO ITEMS:			609.86	14.45%
BALANCED BID:			4,220.90	100.00%
ACTUAL BID:			4,220.00	
UNBALANCED AMT:			-0.90	
ACTUAL MARGIN:			608.96	
PROPOSED MARGIN:			609.86	
UNIT MARK-UP ON TOTAL DIRECT COST			:	0.1689
UNIT MARK-UP ON TOTAL JOB COSTS			:	0.1689
MARK-UP ON SALES			:	0.1445

RODRIGUE'S ELECTRIC, INC.
 1453 TIGER DRIVE
 THIBODAUX, LA 70301-6096

QUOTATION

Quote Number: 3091
 Quote Date: Feb 6, 2019
 Page: 1

Voice: (985) 447-2164
 Fax: (985) 447-2144

Quote for:
SEALEVEL CONSTRUCTION, INC. P.O. BOX 1037 THIBODAUX, LA 70302

Job Description:
EXTRA - ELLINGTON PUMP STATION CHANGE MOTORS FROM SINGLE PHASE TO 3 PHASE

Customer ID	Good thru:	Payment terms	Sales Rep.
SEACON	3/8/19	Net 30 Days	LCA

Quantity	Item	Description	UNIT PRICE	Amount
800.00	W-053	10 THHN STRANDED WIRE	0.27	216.00
1.00		SQD 3P 40A BOLT ON BREAKER	106.65	106.65
Subtotal				322.65
Sales Tax				
TOTAL				322.65

Accepted By: _____ Date _____
 Signature

Corbert Chaisson

From: Jeff Leedy <jl@fluidprocess.net>
Sent: Friday, February 15, 2019 10:38 AM
To: Corbert Chaisson
Cc: James Swindle (james@djmachinery.net)
Subject: Ellington Pump Station - Rake Motor Changes

Corbert,

We could change all four (4) motors and associated control panel starter equipment from 120/1/60 to 208/3/60 service for a total add of \$ 2,860.00.

If this change can be approved in the next week it will not add to the submittal completion date.

Please let me know and feel free to call should you wish to discuss.

Thanks,

Jeff Leedy



Fluid Process & Pumps, LLC
504-733-1330 tel
www.fluidprocess.net

From: Corbert Chaisson [mailto:cchaisson@sealevelinc.com]
Sent: Tuesday, February 5, 2019 3:42 PM
To: Jeff Leedy
Subject: Ellington Pump Station - Rake Motor Changes

Jeff,

Please look into the COST of changing the rake motors from 120v, 1 phase to 208v 3 phase. Please advise what delay that would cause for submittals.



SEALEVEL
CONSTRUCTION

Corbert Chaisson
Project Manager
1089 Hwy 3188
Thibodaux, La 70301
Office: (985) 448-0970
Cell: (985) 645-3608
Fax: (985) 448-0722
sealevelinc.com
info@sealevelinc.com

INTEGRITY · INNOVATION · PERFORMANCE

SECTION 00805

WORK CHANGE DIRECTIVE

No. 4

DATE OF ISSUANCE 03/20/2019 EFFECTIVE DATE 03/20/2019

Owner: St. Charles Parish
Contractor: Sealevel Construction
Contract: Ellington Drainage Pump Station
Project: Ellington Drainage Pump Station
Owner's Contract No.: P080905-5D Engineer's Contract No.: 10475-323
ENGINEER: Burk-Kleinpeter, Inc.

Contractor is directed to proceed promptly with the following change(s):
Description: Delete remote stainless-steel fuel fill/spill container at generator from project scope of work.

Attachments: (List documents supporting change) Cost Proposal from the Contractor

Purpose for Work Change Directive:

The generator fuel tank is out-fitted with an anti-spill container which drains back to the generator fuel tank and is equipped with an overflow protection valve and a male Cam Lock hose connection fitting. This eliminates the requirement for the remote fuel fill/spill container at the generator fuel tank.

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: \$ 4,500 decrease
Contract Time 0 days [increase] [decrease]

Basis of estimated change in Contract Price:

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

Recommended: [Signature] Limited Authorization By*: [Signature] Received: [Signature]
By: [Signature] Engineer (Authorized Signature) By: [Signature] Owner's Representative* By: [Signature] Contractor (Authorized Signature)
Title: Senior Vice President Title: Senior Project Manager Title: PRESIDENT
Date: 03/28/19 Date: 11-23-19 Date: 4/15/19

*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: _____

Proposal

From: SEALEVEL CONSTRUCTION INC.
P.O. Box 1037
Thibodaux, LA 70302
Phone: 985.448.0970
Fax: 985.448.0922

Project: 18267 SPILL CONTAINER DELETE
Description: SPILL CONTAINMENT DELETE

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
01 SPILL CONTAINER DELETE	1.000	LS	-4,500.00	-\$4,500.00
			TOTAL BID:	-\$4,500.00

Signature: _____



Richard J Roth, President

PROJECT : 18267 SPILL CONTAINER DELETE

Description SPILL CONTAINMENT DELETE
 Bid Date
 Revised
 Location
 Contract #

	<u>MARKUP %</u>	<u>MARKUP AMT</u>	<u>TOTAL</u>	
LABOR	0.00%	0.00	-68.94	1.51%
EQUIPMENT	0.00%	0.00	-5.67	0.12%
RENTAL EQ	0.00%	0.00	0.00	0.00%
MATERIAL	0.00%	0.00	-3,887.80	84.95%
SUBCONTRACT	0.00%	0.00	0.00	0.00%
OTHER	0.00%	0.00	0.00	0.00%
TOTAL DIRECT COSTS:			-3,962.41	86.58%
PROJECT OVERHEAD TABLE	0.00%	0.00	0.00	0.00%
PROJECT OVERHEAD	0.00%		0.00	0.00%
TOTAL JOB COSTS:			-3,962.41	86.58%
TOTAL DIRECT COSTS MARKUP AMT			0.00	0.00%
CORPORATE OVERHEAD	5.00%		-198.12	4.33%
NET PROFIT	10.00%		-416.05	9.09%
SUBTOTAL:			-4,576.59	100.00%
TAXES - ADD ON - DEDUCT	0.00%		0.00	0.00%
BOND COSTS FROM TABLE (Y/N)	Yes		0.00	0.00%
TOTAL MARKUP SPREAD TO ITEMS:			-614.17	13.42%
BALANCED BID:			-4,576.59	100.00%
ACTUAL BID:			-4,500.00	
UNBALANCED AMT:			76.59	
ACTUAL MARGIN:			-537.59	
PROPOSED MARGIN:			-614.17	
UNIT MARK-UP ON TOTAL DIRECT COST	:			0.1550
UNIT MARK-UP ON TOTAL JOB COSTS	:			0.1550
MARK-UP ON SALES	:			0.1342

PROJECT :
18267 SPILL CONTAINERS

ITEM SHEET COSTS
AS SHOWN

Date : 3/15/2019 11:11:22 A

ITEM : 01
DESCRIPTION : SPILL CONTAINER DELETE

COST CODE :
PRODUCTION : Days

HRS/DAY : 12

U/M : LS
BID QTY : 1.00
TO QTY : 1.00
TOTAL MHS : -3.00
MHS / UNIT : -3.0000
UNITS / MH : -0.3333
CJC :

Item Production

ITEM#	DESCRIPTION	U/M	QTY	UNITS/DAY	DAYS REQD
01	SPILL CONTAINER DELETE	LS	1.00	1.00	1.00

Cost Detail for Item 01

C CODE	DESCRIPTION	QUANTITY	U/M	FACTORS	RATE	COSTS
L 02	FOREMAN	-1.000		0.125	397.728	-49.72
L 05	LABORER	-1.000		0.125	153.811	-19.23
E 14A	SMALL TOOL	-1.000		0.125	45.360	-5.67
M 04	SMALL SUPPLY	-1.000	EA	1.000	37.800	-37.80
M 05	SPILL CONTAINER	-1.000	LS	1.000	3850.000	-3850.00

Item Unit Cost : -3,962.41

Item Total Cost : -3,962.41

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total :	-68.94	-5.67	0.00	-3,887.80	0.00	0.00
Unit :	-68.94	-5.67	0.00	-3,887.80	0.00	0.00

Bid Data for Item: 01

	Quantity	Bid Unit	Bld Amt.	Total Cost	Prof & Ovhd	Windfall
Bid Qty.	1.00	-4,500.00	-4,500.00	-3,962.41	-537.59	
Takeoff Qty.	1.00	-4,500.00	-4,500.00	-3,962.41	-537.59	0.00

2018-0292

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

ORDINANCE NO. 18-11-1

An ordinance to approve and authorize the execution of a Construction Contract with Sealevel Construction, Inc. for Project No. P080905-5D, grant reference Project No. H.013148, Ellington Drainage Pump Station Project, as part of the West Bank Hurricane Protection Levee Project, in the amount of \$8,288,890.00.

WHEREAS, sealed bids were received by St. Charles Parish on October 9, 2018 for Project No. P080905-5D, grant reference Project No. H.013148, Ellington Drainage Pump Station Project; and,

WHEREAS, Burk-Kleinpeter, Inc., Michael G. Jackson, P.E., the Engineer for the Project, has reviewed the bids and recommended that the Contract be awarded to the lowest responsive bidder, Sealevel Construction, Inc. in the amount of \$8,288,890.00; and,

WHEREAS, the Ellington Drainage Pump Station Project, as part of the West Bank Hurricane Protection Levee Project, will provide flood protection to approximately 536 residences, 25 businesses, and 13 public buildings located within the Ellington watershed area; and,

WHEREAS, the Ellington Drainage Pump Station Project consists of the installation of a new Drainage Pump Station, intake channel and discharge over the newly constructed Ellington Levee system protecting the Ellington watershed area. The project includes the purchase and installation of four (4) each 116 cfs pumps, 250 hp electric motor per pump, standby generator, station concrete structure, access road, intake channel, discharge piping and basin, automated bar screen cleaners; and,

WHEREAS, Resolution No. 6313 adopted on November 13, 2017, approved the execution of an Intergovernmental Agreement with the State of Louisiana Department of Transportation and Development under the Statewide Flood Control Construction Program to provide 70% of the Construction costs up to \$5,681,380.70 in funding for said project.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Sealevel Construction, Inc., for the construction of Project No. P080905-5D, grant reference Project No. H.013148, Ellington Drainage Pump Station Project, as part of the West Bank Hurricane Protection Levee Project, is hereby approved and accepted, in the amount of \$8,288,890.00.

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

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

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

And the ordinance was declared adopted this 5th day of November, 2018 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: November 6, 2018
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: November 7, 2018
AT: 4:10 pm RECD BY: [Signature]

CERTIFIED TRUE & CORRECT AS PER
MINUTES DATED 11/5/18
[Signature]
SECRETARY
ST. CHARLES PARISH COUNCIL



St. Charles Parish

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

Legislation Details

File #: 2019-0164 **Version:** 1 **Name:** Professional Services Agreement for Montz Master Drainage Plan Implementation with GCR Inc. for the acquisitions of servitude, fee simple parcels, and permitting

Type: Ordinance **Status:** Public Hearing

File created: 5/20/2019 **In control:** Parish Council

On agenda: 6/3/2019 **Final action:**

Enactment date: **Yes**

Title: An ordinance approving and authorizing the execution of a Professional Services Agreement for Parish Project No P080802 Montz Master Drainage Plan Implementation with GCR Inc. to provide professional services regarding the acquisitions of servitude, fee simple parcels, and permitting.

Sponsors: Lawrence 'Larry' Cochran, Department of Public Works

Indexes:

Code sections:

Attachments: [2019-0164 GCR Permitting Prof Service Contract MONTZ -Revised](#)
[2019-0164 Exhibit A](#)

Date	Ver.	Action By	Action	Result
5/20/2019	1	Parish Council		
5/20/2019	1	Parish President	Introduced	



ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS AND WASTEWATER

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into the ____ day of _____, 2019, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of the Parish, hereinafter called the OWNER and **GCR Inc.**, a Louisiana Corporation acting herein and through its Senior Vice President, hereinafter called the CONSULTANT. Whereas the OWNER desires to employ the CONSULTANT to perform the services described herein for Parish Project No. **P080802 Montz Master Drainage Plan Implementation.**

1. GENERAL

- a. The OWNER engages the CONSULTANT to perform specific professional services identified and described in the Scope of Services. CONSULTANT services shall conform to the requirements of the OWNER and all participating regulating agencies.

2. SERVICES OF THE CONSULTANT

- a. The services consist of the work defined in the following Scope of Services. Individual Requests for Proposals for varying tasks, but within the Scope of Services, shall also be taken into consideration.

- b. SCOPE OF SERVICES:

To provide professional services regarding permitting and the acquisitions of various land rights for Public Works Project **P080802 Montz Master Drainage Plan Implementation.**

Work required includes, but is not limited to:

- Attending project meetings.
- Coordinating title and tax research, surveys, appraisals and appraisal reviews.
- Assisting the OWNER with landowner meetings, negotiations, and closings.
- Preparing permit drawings.
- Coordinating with various State/Federal Agencies to obtain permits/agreements as needed.
- Coordinating with various private industries (Kansas City Southern Railway, Entergy, etc.) as needed.
- Assisting the OWNER in potential wetlands delineation and mitigation.
- Assisting in renewing existing permits for the area.
- Coordinating with OWNER'S legal representation as needed to acquire real estate interests.
- Supporting the OWNER in expropriation of properties as needed.

3. PERIOD OF SERVICE

- a. This AGREEMENT shall be effective for a period of four (4) years starting on the date written hereinabove.
- b. In the event that delays are experienced beyond the control of the CONSULTANT, the schedule may be revised as mutually agreed upon by the OWNER and the CONSULTANT.

4. CONSULTANT'S COMPENSATION

- a. The method of payment for this AGREEMENT is at an hourly rate according to EXHIBIT A: HOURLY BILLABLE RATES BY CLASSIFICATION plus related direct expenses to be billed at cost and substantiated with receipts and appropriate documentation.
- b. Total compensation for the completion of the Scope of Services described in Section 2.b., shall not exceed \$120,000.00 in total of all requested tasks.
- c. Such payment is to be made to CONSULTANT within thirty (30) days after receipt of CONSULTANT'S invoice by OWNER with all required deliverables.

5. SERVICES OF THE OWNER

- a. OWNER shall assist CONSULTANT in carrying out the Scope of Services by placing at his disposal all existing relevant data and records in its possession.
- b. CONSULTANT shall be responsible for searching said data and records provided and shall request specific clarification of the information as needed.
- c. OWNER guarantees CONSULTANT access to all public property as required in order to complete the Scope of Services.

6. TERMINATION

- a. This AGREEMENT may be terminated without cause by either party upon ten (10) days written notice.
- b. Immediately after receiving such notice, the CONSULTANT shall discontinue advancing the services under this AGREEMENT.
- c. CONSULTANT shall invoice OWNER the time and materials amount incurred up to the receipt of written notice of termination.
- d. In no event shall the fee exceed what is set forth in Section 4.b. of the AGREEMENT.
- e. OWNER, upon receiving the completed or partially completed deliverables shall make payment within thirty (30) days.
- f. In the event that this contract is terminated, OWNER shall have the option of completing the Scope of Services in house or entering into an AGREEMENT with another party to complete the work.

7. COMPLIANCE WITH LAWS AND ORDINANCES

- a. The CONSULTANT hereby agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the Scope of Services under this AGREEMENT.

8. SUCCESSORS AND ASSIGNS

- a. This AGREEMENT is not assignable.

9. INSURANCE

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

- b. Insurance for bodily injury or death shall be in the unencumbered amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for one person and not less than ONE MILLION DOLLARS (\$1,000,000.00) for all injuries and/or deaths resulting from any one occurrence.
- c. The insurance for property damage shall be in the unencumbered amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each accident and not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
- d. CONSULTANT shall also secure and maintain at his own expense professional liability insurance in the unencumbered sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).
- e. All certificates of insurance shall be furnished to the OWNER within five (5) days after execution of the AGREEMENT and shall provide that insurance not be cancelled without ten (10) days prior written notice to the OWNER.
- f. St. Charles Parish shall be named as additional insured on general liability insurance policies.
- g. OWNER may examine all insurance policies.
- h. For all purposes under Louisiana law, the principals of this AGREEMENT shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

10. OTHER

- a. CONSULTANT shall indemnify and save harmless the OWNER against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the CONSULTANT, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- b. This AGREEMENT constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this AGREEMENT. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

11. EXCLUSIVE JURISDICTION AND VENUE

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

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

ATTEST

ST. CHARLES PARISH

**By: Mr. Larry Cochran.
Parish President**

ATTEST

GCR Inc.

**By: Mona Nosari
Senior Vice President**

EXHIBIT A



GCR Inc.
2021 Lakeshore Drive, Suite 500
New Orleans, Louisiana 70122
UNO Research & Technology Park
Advanced Technology Center
TEL 504 304 2500 / 800 259 6192
FAX 504 304 2525
www.GCRincorporated.com

HOURLY BILLABLE RATES BY CLASSIFICATION

Program Manager	\$185.00
Senior GIS/Mapping Technician	\$125.00
Senior Real Estate Specialist	\$115.00
Senior Planner	\$115.00
Real Estate Specialist	\$ 95.00
Planner	\$ 95.00
GIS/Mapping Technician	\$ 95.00
Graphics Specialist	\$ 85.00
Abstractor	\$ 85.00
Junior Real Estate Specialist	\$ 75.00
Administrative/Clerical	\$ 60.00

Reimbursable Expenses including but not limited to Clerk of Court copy fees, mileage, courier fees, recordation fees, permit application fees, certified mailing fees, and any other fees required in the delivery and execution of services. All direct expenses will be billed at cost no overhead and substantiated with receipts.



St. Charles Parish

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

Legislation Details

File #: 2019-0165 **Version:** 1 **Name:** Amend Code, Chapter 1 General Provisions, Section 1-2. Rules of construction and definitions
Type: Ordinance **Status:** Public Hearing
File created: 5/20/2019 **In control:** Parish Council
On agenda: 6/3/2019 **Final action:**
Enactment date: **Yes**

Title: An ordinance to amend the Code of Ordinances for the Parish of St. Charles, Chapter 1 General Provisions, Section 1-2. Rules of construction and definitions by adding the following after the 3rd section paragraph: "Upon ordinances being constructed and made part of this Code, the manifest intent of the parish council expressed by the ordinance shall be liberally construed in order that the true intent and meaning of the parish council shall be fully carried out in all cases by the Administration through its interpretation and application of the Code of Ordinances. In cases where the parish council takes actions which are contradictory to the Code of Ordinances, the Parish President has the duty and obligation to not approve and not enforce such actions".

Sponsors: Paul J. Hogan

Indexes:

Code sections: Ch. 1. Sec. 1-2. - Rules of construction and definitions

Attachments:

Date	Ver.	Action By	Action	Result
5/20/2019	1	Parish Council		
5/20/2019	1	Council Member(s)	Introduced	



St. Charles Parish

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

Legislation Details

File #: 2019-0166 **Version:** 1 **Name:** Calling the Chairman to appoint a Special Committee in accordance with Council Rule No. 32 to investigate the apparent Misuse of Public Equipment on Private Property

Type: Resolution **Status:** In Council - Resolutions

File created: 6/3/2019 **In control:** Parish Council

On agenda: 6/3/2019 **Final action:**

Enactment date: **Yes**

Title: A resolution calling for the Chairman of the Council to appoint a Special Committee in accordance with Council Rule No. 32 to investigate the matters noted in the two "Special Matters To Be Considered By Council" which have appeared in the March 11 and May 20, 2019 council meeting agendas, both pertaining to the apparent Misuse of Public Equipment on Private Property.

Sponsors: Paul J. Hogan

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
6/3/2019	1	Council Member(s)	Introduced	



St. Charles Parish

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

Legislation Details

File #: 2019-0167 **Version:** 1 **Name:** Call for the Parish Council to conduct a formal investigation into the two misuse of public equipment on private property

Type: Resolution **Status:** In Council - Resolutions

File created: 6/3/2019 **In control:** Parish Council

On agenda: 6/3/2019 **Final action:**

Enactment date: **Yes**

Title: A resolution authorizing and calling for the Parish Council to conduct a formal investigation into the two "Special Matters To Be Considered By Council" which have appeared on the May 20, 2019 council meeting agenda regarding the misuse of public equipment on private property, pursuant to the Home Rule Charter, Article III. Organizations, Structure & Distribution of Powers and Functions, A. The Governing Authority, 7. Powers & Duties of the Parish Council, c. iv.

Sponsors: Paul J. Hogan

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
6/3/2019	1	Council Member(s)	Introduced	



St. Charles Parish

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

Legislation Details

File #: 2019-0129 **Version:** 1 **Name:** Appoint a member to the St. Charles Parish Planning & Zoning Commission as the District V Representative

Type: Appointment **Status:** In Council - Appointments

File created: 4/22/2019 **In control:** Parish Council

On agenda: 4/22/2019 **Final action:**

Enactment date: **Yes**

Title: A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District V Representative.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
5/20/2019	1	Parish Council		
5/20/2019	1	Parish Council		
5/20/2019	1	Parish Council		
5/6/2019	1	Parish Council	Deferred	Pass
5/6/2019	1	Parish Council	Deferred	
4/22/2019	1	Parish Council	Vacancy Announced	
5/18/2015	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-la.gov

Legislation Details

File #: 2019-0156 **Version:** 2 **Name:** Official Journal Appointment - Authorize Advertisement for Acceptance of Proposals

Type: Appointment **Status:** In Council - Appointments

File created: 5/20/2019 **In control:** Parish Council

On agenda: 5/20/2019 **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 2019 through June 2020.

Sponsors:

Indexes:

Code sections:

Attachments: [2019-0156 for Agenda Official Journal Selection Process.2019 .pdf](#)
[RS 43 141 - 43 149 Official Journal.pdf](#)

Date	Ver.	Action By	Action	Result
5/20/2019	1	Parish Council		
5/20/2019	1	Parish Council		

2019-0156

May 21, 2019

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 3, 2019, Council Chambers, Courthouse, Hahnville, at which time they shall be publicly opened and read.

PUBLISH: MAY 23, 2019

ST. CHARLES PARISH COUNCIL
OFFICIAL JOURNAL SELECTION PROCESS
2019

DATES

ACTIVITY

MAY 20	Authorize Public Notice to receive proposals for selection at June 3 rd meeting
MAY 23	Publish Notice seeking proposals
JUNE 3	1) Open Proposals 2) Appoint Official Journal

News

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 Beard
SECRETARY

DELIVERED TO PARISH PRESIDENT 6-5-90

APPROVED: ok

DISAPPROVED: _____

Alfred D. Lopez
PARISH PRESIDENT

RETURNED TO SECRETARY ON 6-5-90

AT 2:45 AM/PM

RECEIVED BY JB

GIS MAPS			
Size	Matte	Glossy	Laminated
			\$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, 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, § I, 6-18-96; Ord. No. 96-9-4, § 1, 9-9-96; Ord. No. 01-11-12, 11-5-01; 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)

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 applicable; date; civil engineer or surveyor; title; north point of compass and scale of map.

(b) Prior to a request for the parish to assume for maintenance any street or drainage, it shall be necessary for the parish engineers to certify that the street or drainage meets parish specifications.

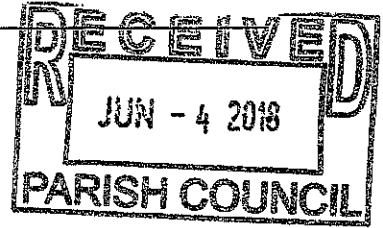
(c) Acts of revocation on streets, drainage ditches or canals shall contain the same information as requested for acts of dedication and shall be accompanied by the submission of a subdivision plan which shall be executed through the local subdivision process, formally incorporating revoked properties into adjacent parcels. (Code 1970, § 17-01; Ord. No. 93-12-4, § I, 12-6-93)

Sec. 2-5. Additional court costs in criminal proceedings.

Additional costs in the amount of one dollar (\$1.00) are hereby taxed on every defendant after trial in all criminal matters whether it be by finding them guilty, plea of guilty or forfeit of bond. Such sum shall be collected by the sheriff of

St. Charles
Herald-GUIDE

opened



June 4, 2018

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, 2018. 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

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, 1st 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
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
www.stcharlesparish-la.gov

Legislation Details

File #: 2019-0072 **Version:** 2 **Name:** Misuse of Public Equipment on Private Property on July 1, 2018 in Paradis, Louisiana, was referred by the Legal Department to the District Attorney

Type: Special Matter **Status:** In Council - Special Matters

File created: 6/3/2019 **In control:** Parish Council

On agenda: 6/3/2019 **Final action:**

Enactment date: **Yes**

Title: Misuse of Public Equipment on Private Property on July 1, 2018 in Paradis, Louisiana, was referred by the Legal Department to the District Attorney, who has since advised in a meeting held on May 8, 2019, his position remains that after careful review, he finds no criminal intent, would decline to prosecute and refuse any charges brought against the individuals involved, and it was his understanding this matter was referred to St. Charles Parish officials, which he believes is the appropriate agency to deal with this particular matter and its policies and procedure for employees going forward.

Sponsors: Paul J. Hogan

Indexes:

Code sections:

Attachments: [2019-0072 #609 Memo - Public Equipment on Private Property \(01-24-19\).pdf](#)

Date	Ver.	Action By	Action	Result
5/20/2019	2	Parish Council		
3/11/2019	1	Parish Council	Discussed.	



ST. CHARLES PARISH

PAUL J. HOGAN, PE

COUNCILMAN AT LARGE, DIVISION B

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057


(985) 783-5000 • Fax: (985) 783-2067

www.stcharlesparish-la.gov

MEMORANDUM

DATE: JANUARY 24, 2019

TO: MR. LARRY COCHRAN
PARISH PRESIDENT

FROM: PAUL J. HOGAN, PE 
COUNCILMAN-AT-LARGE, DIVISION B

RE: USE OF PUBLIC EQUIPMENT ON PRIVATE PROPERTY

On July 1, 2018, a Public Works Department manlift, having Parish Tag 00000010082 was used by Parish employee Mr. Mike Ford to cut a tree down to its trunk on the private property located at 404 Early Street in Paradis that is owned by his nephew, Mr. James Ford, Jr. I filed a complaint with the St. Charles Parish Sheriff's Office regarding this activity which violates the Louisiana Constitution and which Mr. Mike Ford was well aware was improper after having recently attended an ethics training class which discussed such prohibited activities. Incident No. G-00039-18 was assigned to the complaint by the responding officer. An incident Report was subsequently prepared by the officer noting what he was advised and witnessed. Detective Donnie Smith investigated the matter and presented his finding to District Attorney Joel T. Chaisson, II. In an e-mail dated October 1, 2018, Detective Smith advised the following:

"In regards to the matter in Paradis, under SCSO Item# G-00039-18. St. Charles Parish 29th Judicial District Attorney Joel Chaisson II advised that after careful review of the investigative file he finds no criminal intent, therefore his office would decline to prosecute and refuse any charges brought against the individuals involved. District Attorney Joel Chaisson also added that it was his understanding that this matter has also been referred to St. Charles Parish officials, which he believes is the appropriate agency to deal with this particular matter and its policies and procedure for employees going forward."

JANUARY 24, 2019
PAGE 2

Attached are documents and pictures relating to this abuse.

Please provide the Parish Council with a full report regarding this matter. In the report, please address at a minimum: when the machine was delivered for use, who delivered it, who authorized and approved it to be delivered and used on private property or was the machine just in the neighborhood for Parish purposes and it was commandeered by Mr. Mike Ford without any approval to do so, who was the African American individual who drove the machine from 404 Early Street to where it was parked for pick up on Scott Street, the penalty that has or that will be issued to all Parish employees who participated in any manner with respect to this abuse of public property for private gain, and the actions that have or that will be taken to prevent such abuse in the future.

Please provide written confirmation of your receipt of this letter and advise of the date by which you expect to provide the Council with the requested report.


PJH/MI:609ag

Attachments

cc: Parish Council
Mr. Robert Raymond, Legal Services Director w/attachments
Mr. Billy Raymond, Chief Administrative Officer w/attachments
Mr. Clayton Fauchaux, Public Works/Wastewater Director
w/attachments
Honorable Jeff Landry, Louisiana Attorney General w/attachments
Honorable Joel T. Chaisson, II, District Attorney w/attachments
Ms. Anna Thibodeaux, Herald-Guide w/attachments
Mr. Nick Reimann, The Advocate w/attachments



Parcels
 401900J0002C

 Pictometry Street View
Assessment Number: 401900J0002C
Owner Name: FORD, JAMES TERRANCE, JR.
Owner Address: 404 EARLY ST.
Owner City/State/ZIP: PARADIS LA 70080-0000

Parcel Address:
 Lot: 2C
 Block: J
 Subdivision: PARADIS, TOWN OF-LETTERED BLKS
Legal Description:
 Acres: 0

| [Print Info](#) | [Details](#)

- [Close](#)
- [Export](#)
- [Print Labels](#)



406 406 Early St



TREE



JAMES FORD
404 EARLY ST.

© 2019 Google
© 2018 Google

Google

29°52'43.14" N 90°26'06.45" W elev 7 ft eye









Color calibration chart with various color patches and text labels.

PARISH OF ST. CHARLES



00000010082

JLG LIFT

MODEL

70006816

2001/04	215
MAXIMUM CAPACITY	11
MAXIMUM REACH	11
MAXIMUM HEIGHT	16
MAXIMUM EXTENSION	15
NET WEIGHT	5

SEE YOUR LOCAL JLG DEALER FOR LIFTING CAPACITY AND LOAD BEARING CAPACITY INFORMATION

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MADE IN THE U.S.A.

JLG INDUSTRIES, INC.
BANGOR, MN 55216 USA

JLG J.G. Industries, Inc.

Serial No.



0300068964

Model #



800S

UPC Code



709264030780

Part No. 178

1701501

PARRISH OF ST. CHARLES
00000010002

JLG LIFT

Serial No. _____

Model # _____

UPC Code _____

INSPECTOR'S SIGNATURE _____

DATE _____

INSPECTOR'S NAME _____

COMPANY _____

PHONE _____

ADDRESS _____

CITY _____

STATE _____

ZIP _____

JLG JLG Industries, Inc.

Serial No. _____

0300068964

Model # _____

800S

UPC Code _____

709264030780 Part No. 019600

CAIRO MARINE SERVICE, INC.
MARINE SURVEYORS/CRANE INSPECTORS
(372) 243-6772

TYPE OF INSP _____

MODEL _____

MFC _____ INSP BY _____

S/N _____ EXP _____

INSP DATE _____

ACCREDITATION BY U.S. DEPT. OF LABOR, OSHA
UNDER THE REGULATIONS OF TITLE 29 CFR 1910





00000010082

8005

0300068964

2003

80

FT

71

FT

500

LBS

1000

LBS

45

36X72

36X96

XXXXX

XXXXX

12V

PSI

4500

PSI

OPERATING INSTRUCTIONS
 REFER TO OPERATING MANUAL FOR INDIVIDUAL
 CIRCUIT BREAKER SETTINGS
 THIS MACHINE MEETS THE REQUIREMENTS APPLICABLE
 REQUIREMENTS OF ANSI A92.1-1991 AND OSHA
 REGULATIONS OF 29 CFR 1910.67 AND 1910.68 (H)
 AND 1926.453 AS ORIGINALLY MANUFACTURED FOR
 INTENDED PURPOSES

JEG INDUSTRIES, INC.

McCONNELLSBURG, PA. 17233-9533 U.S.A.









227

JLG

227

High Lift Forklift Vehicle

www.jlg.com



St. Charles Parish Sheriff's Office



Incident No.: 6-00039-18 **Investigating**
Type of Report: Complaint **Officer:** J. Alvarenga
Date of Occurrence: 7/1/18 **District:** 149

After 7-10 days, the report(s) concerning this investigation may be obtained at the SCSO Records Division, third floor, Hahnville Courthouse, Hahnville, Louisiana.

Call Records at (985) 783-6237 between the hours of 8:30 a.m. - 4:00 p.m., Monday through Friday, except holidays, to ascertain if your report has been received by this office.

All reports are subject to a fee. Contents of the reports will not be released over the phone.

Victims of Crime may be eligible for certain rights and receive protection under Louisiana law. To determine eligibility, call the SCSO Criminal Victims Assistance Division at (985) 783-6230.

Please fill out a brief survey at www.stcharlessheriff.org/343/Public-Survey

**ST. CHARLES PARISH SHERIFF'S OFFICE
INCIDENT REPORT**

ARCHIVED

Printed by: BS1854 10/02/2018 13:40 Page 1 of 3

LA0450000 Signal **21** Rep Area **1525** Item # **G-00039-1B** Report Type **INITIAL** Date **01-JUL-2018** Time **1340**
Day of Wk. **SUN** Begin Date **01-JUL-2018** Begin Time **1340** End Date End Time Location of Offense **HWY 90 AND SCOTT LN DES ALLEMANDS 70030**

Reporting Officer **JOSE ALVARENGA** Responding Detective Supervisor
PR: **949** BP: **110D** PR: BP: PR: BP:
Arrived: **011349** Notified: Notified:
Completed: **011412** Arrived: Arrived:

G-00039-1B

REPORTING PERSON

Name: **PAUL HOGAN** Race: **WHITE** Sex: **MALE**
DOB: Age: Employer/School: **ST CHARLES PARISH GOVERN**
Address: **222 DOWN THE BAYOU RD** Address:
City/St/Zip: **DES ALLEMANDS, LA 70030** City/St/Zip:
Social Security # Drivers Lic # D.L. State Home Phone: **(985) 306-0085**
Work Phone:
Identify Suspect? Voluntary Statement? **YES** Call Phone: **(504) 615-4862**

UCR

VICTIM

Victim Sequence Number: **1** Type: **OTHER** For Insurance Purposes?
Name:
Address:
City/St/Zip:
Social Security # Drivers Lic # D.L. State Home Phone:
Work Phone:
Cell Phone: **()--**

OFFENSE

Offense Sequence Number: **1** Victim: **1** Suspect: **1**
R.S. Number: **SIG 21** Title: **MISC. COMPLAINT**
Attempted/Completed: **COMPLETED** Location Type: **OTHER/UNKNOWN** Number of Premises:
Criminal Activity 1: **OTHER** Weapon/Force Type 1: **NONE**

SUSPECT

None

ADDITIONAL WITNESS

PROPERTY

Property Owner or Property rcvd from: **W 1** Desc. Code: **77 - OTHER**
Loss Type: **1 - NONE** Quantity: **1** Value: **\$1** Insured:
Owner-applied Number: Make:
Model: Serial Number:
Description: **DIGITAL PHOTOGRAPHS** Date Recovered: **01-JUL-2018**
Recovery Address: **MULTIPLE** City/St/Zip: **DES ALLEMANDS, LA 70030**

**ST. CHARLES PARISH SHERIFF'S OFFICE
INCIDENT REPORT**

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10/02/2018 13:40

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NARRATIVE

Time Stamp: 07/01/2018 15:36

Written By: JOSE ALVARENGA

ON 07/01/2018 AT APPROXIMATELY 1340 HOURS, SGT. JOSE A. ALVARENGA, RESPONDED TO A COMPLAINT IN REFERENCE TO PARISH EQUIPMENT BEING USED ON PRIVATE PROPERTY. THE COMPLAINANT, MR. PAUL HOGAN REQUESTED TO MEET AT THE CORNER OF HWY 90 AND SCOTT LANE IN DES ALLEMANDS.

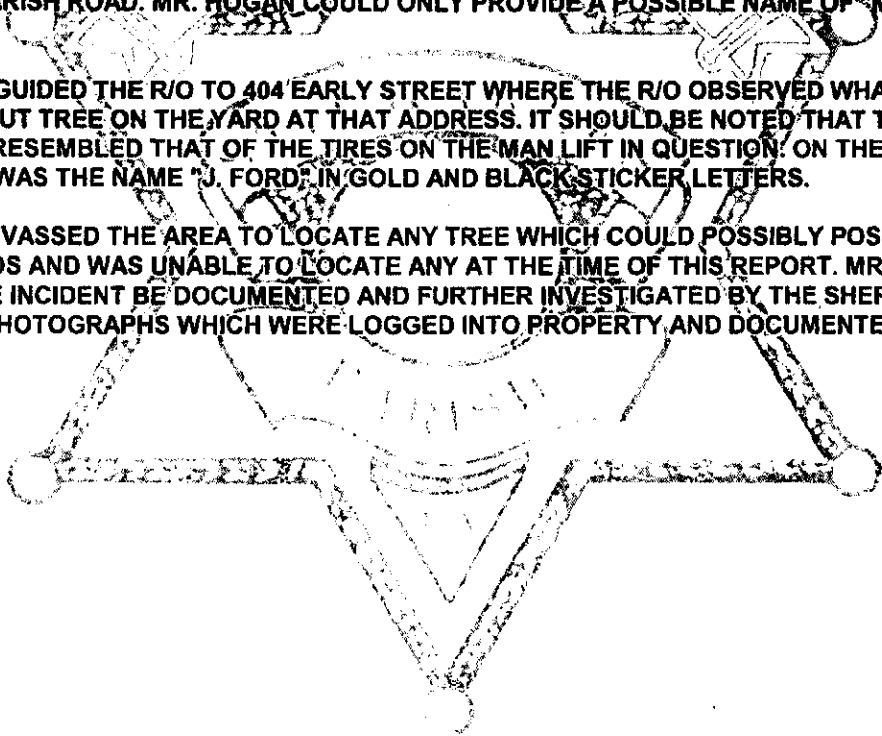
UPON ARRIVAL THE R/O MET WITH MR. HOGAN WHO ADVISED THAT HE RECEIVED INFORMATION FROM AN ANONYMOUS SOURCE STATING THAT THEY OBSERVED A PARISH VEHICLE BEING UTILIZED TO CUT DOWN A TREE ON PRIVATE PROPERTY. MR. HOGAN POINTED OUT THE VEHICLE, DESCRIBED AS A MAN LIFT, WHICH WAS NOW PARKED AT THE ABOVE LOCATION. THE VEHICLE HAD CLEAR MARKINGS BELONGING TO THE ST. CHARLES PARISH PUBLIC WORKS WITH A PARISH TAG (TAG CODE #10082). UPON FURTHER INSPECTION THE PERSONNEL BASKET APPEARED TO HAVE SMALL TWIGS AND TREE PARTICLES INSIDE.

G-00039-181

MR. HOGAN GUIDED THE REPORTING OFFICER TO 309 EARLY STREET WHERE MR. HOGAN REPORTED THAT HE MADE CONTACT WITH A PARISH EMPLOYEE, WHO HAD A PARISH VEHICLE PARKED ON HIS DRIVEWAY, WHOM HE QUESTIONED AS TO THE USE OF THE MAN LIFT. MR. HOGAN ADVISED THAT THE SUBJECT STATED THAT THE MAN LIFT WAS BEING USED TO CHECK A ROTTEN TREE WHICH COULD BE A HAZARD TO A PARISH ROAD. MR. HOGAN COULD ONLY PROVIDE A POSSIBLE NAME OF "MIKE FORD" ON THE SUBJECT.

MR. HOGAN GUIDED THE R/O TO 404 EARLY STREET WHERE THE R/O OBSERVED WHAT APPEARED TO BE A FRESHLY CUT TREE ON THE YARD AT THAT ADDRESS. IT SHOULD BE NOTED THAT TIRE MARKS ON THE DRIVEWAY RESEMBLED THAT OF THE TIRES ON THE MAN LIFT IN QUESTION. ON THE MAIL BOX TO THAT ADDRESS WAS THE NAME "J. FORD" IN GOLD AND BLACK STICKER LETTERS.

THE R/O CANVASSED THE AREA TO LOCATE ANY TREE WHICH COULD POSSIBLY POSSESS A HAZARD TO PARISH ROADS AND WAS UNABLE TO LOCATE ANY AT THE TIME OF THIS REPORT. MR. HOGAN REQUESTED THE INCIDENT BE DOCUMENTED AND FURTHER INVESTIGATED BY THE SHERIFF'S OFFICE. THE R/O TOOK PHOTOGRAPHS WHICH WERE LOGGED INTO PROPERTY AND DOCUMENTED THE INCIDENT ACCORDINGLY.



From: Donald Smith <DSmith@StCharlesSheriff.org>
To: 'phinda9@aol.com' <phinda9@aol.com>
Subject: G-00039-18 (Paradis)
Date: Mon, Oct 1, 2018 5:08 pm

Paul,

In regards to the matter in Paradis, under SCSO item# G-00039-18. St. Charles Parish 29th Judicial District Attorney Joel Chaisson II advised that after careful review of the investigative file he finds no criminal intent, therefore his office would decline to prosecute and refuse any charges brought against the individuals involved. District Attorney Joel Chaisson also added that it was his understanding that this matter has also been referred to St. Charles Parish officials, which he believes is the appropriate agency to deal with this particular matter and its policies and procedure for employees going forward.

Donnie

Captain Donnie Smith

St. Charles Parish Sheriff's Office

Chief of Investigations

Special Response Team Commander

260 Judge Edward Dufresne Parkway

Luling, La 70070

985-783-1135 – Ext. 2416

985-783-1138 - Fax

985-783-2949 - Dispatch

Email - dsmith@stcharlessheriff.org

CONST 7 14**§14. Donation, Loan, or Pledge of Public Credit**

Section 14.(A) Prohibited Uses. Except as otherwise provided by this constitution, the funds, credit, property, or things of value of the state or of any political subdivision shall not be loaned, pledged, or donated to or for any person, association, or corporation, public or private. Except as otherwise provided in this Section, neither the state nor a political subdivision shall subscribe to or purchase the stock of a corporation or association or for any private enterprise.

NOTE: Paragraph B eff. upon ratification of the const. amend. proposed by Acts 2018, No. 717.

(B) Authorized Uses. Nothing in this Section shall prevent (1) the use of public funds for programs of social welfare for the aid and support of the needy; (2) contributions of public funds to pension and insurance programs for the benefit of public employees; (3) the pledge of public funds, credit, property, or things of value for public purposes with respect to the issuance of bonds or other evidences of indebtedness to meet public obligations as provided by law; (4) the return of property, including mineral rights, to a former owner from whom the property had previously been expropriated, or purchased under threat of expropriation, when the legislature by law declares that the public and necessary purpose which originally supported the expropriation has ceased to exist and orders the return of the property to the former owner under such terms and conditions as specified by the legislature; (5) acquisition of stock by any institution of higher education in exchange for any intellectual property; (6) the donation of abandoned or blighted housing property by the governing authority of a municipality or a parish to a nonprofit organization which is recognized by the Internal Revenue Service as a 501(c)(3) or 501(c)(4) nonprofit organization and which agrees to renovate and maintain such property until conveyance of the property by such organization; (7) the deduction of any tax, interest, penalty, or other charges forming the basis of tax liens on blighted property so that they may be subordinated and waived in favor of any purchaser who is not a member of the immediate family of the blighted property owner or which is not any entity in which the owner has a substantial economic interest, but only in connection with a property renovation plan approved by an administrative hearing officer appointed by the parish or municipal government where the property is located; (8) the deduction of past due taxes, interest, and penalties in favor of an owner of a blighted property, but only when the owner sells the property at less than the appraised value to facilitate the blighted property renovation plan approved by the parish or municipal government and only after the renovation is completed such deduction being canceled, null and void, and to no effect in the event ownership of the property in the future reverts back to the owner or any member of his immediate family; (9) the donation by the state of asphalt which has been removed from state roads and highways to the governing authority of the parish or municipality where the asphalt was removed, or if not needed by such governing authority, then to any other parish or municipal governing authority, but only pursuant to a cooperative endeavor agreement between the state and the governing authority receiving the donated property; (10) the investment in stocks of a portion of the Rockefeller Wildlife Refuge Trust and Protection Fund, created under the provisions of R.S. 56:797, and the Russell Sage or Marsh Island Refuge Fund, created under the provisions of R.S. 56:798, such portion not to exceed thirty-five percent of each fund; (11) the investment in stocks of a portion of the state-funded permanently endowed funds of a public or private college or university, not to exceed thirty-five percent of the public funds endowed; (12) the investment in equities of a portion of the Medicaid Trust Fund for the Elderly created under the provisions of R.S. 46:2691 et seq., such portion not to exceed thirty-five percent of the fund; or (13) the investment of public funds to capitalize a state infrastructure bank to be utilized solely for transportation projects.

NOTE: Paragraph B eff. upon ratification of the const. amend. proposed by Acts 2018, No. 717.

(B) Authorized Uses. Nothing in this Section shall prevent (1) the use of public funds for programs of social welfare for the aid and support of the needy; (2) contributions of public funds to pension and insurance programs for the benefit of public employees; (3) the pledge of public funds, credit, property, or things of value for public purposes with respect to the issuance of bonds or other evidences of indebtedness to meet public obligations as provided by law; (4) the return of property, including mineral rights, to a former owner from whom the property had previously been expropriated, or purchased under threat of expropriation, when the legislature by law declares that the public and necessary purpose which originally supported the expropriation has ceased to exist and orders the return of the property to the former owner under such terms and conditions as specified by the legislature; (5) acquisition of stock by any institution of higher education in exchange for any intellectual property; (6) the donation of abandoned or blighted housing property by the governing authority of a municipality or a parish to a nonprofit organization which is recognized by the Internal Revenue Service as a 501(c)(3) or 501(c)(4) nonprofit organization and which agrees to renovate and maintain such property until conveyance of the property by such organization; (7) the deduction of any tax, interest, penalty, or other charges forming the basis of tax liens on blighted property so that they may be subordinated and waived in favor of any purchaser who is not a member of the immediate family of the blighted property owner or which is not any entity in which the owner has a substantial economic interest, but only in connection with a property renovation plan approved by an administrative hearing officer appointed by the parish or municipal government where the property is located; (8) the deduction of past due taxes, interest, and penalties in favor of an owner of a blighted property, but only when the owner sells the property at less than the appraised value to facilitate the blighted property renovation plan approved by the parish or municipal government and only after the renovation is completed such deduction being canceled, null and void, and to no effect in the event ownership of the property in the future reverts back to the owner or any member of his immediate family; (9) the donation by the state of asphalt which has been removed from state roads and highways to the governing authority of the parish or municipality where the asphalt was removed, or if not needed by such governing authority, then to any other parish or municipal governing authority, but only pursuant to a cooperative endeavor agreement between the state and the governing authority receiving the donated property; (10) the investment in stocks of a portion of the Rockefeller Wildlife Refuge Trust and Protection Fund, created under the provisions of R.S. 56:797, and the Russell Sage or Marsh Island Refuge Fund, created under the provisions of R.S. 56:798, such portion not to exceed thirty-five percent of each fund; (11) the investment in stocks of a portion of the state-funded permanently endowed funds of a public or private college or university, not to exceed thirty-five percent of the public funds endowed; (12) the investment in equities of a portion of the Medicaid Trust Fund for the Elderly created under the provisions of R.S. 46:2691 et seq., such portion not to exceed thirty-five percent of the fund; (13) the investment of public funds to capitalize a state infrastructure bank and the loan, pledge, or guarantee of public funds by a state infrastructure bank solely for transportation projects; or (14) pursuant to a written agreement, the donation of the use of public equipment and personnel by a political subdivision upon request to another political subdivision for an activity or function the requesting political subdivision is authorized to exercise.

(C) Cooperative Endeavors. For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual.

(D) Prior Obligations. Funds, credit, property, or things of value of the state or of a political subdivision heretofore loaned, pledged, dedicated, or granted by prior state law or authorized to be loaned, pledged, dedicated, or granted by the prior laws and constitution of this state shall so remain

for the full term as provided by the prior laws and constitution and for the full term as provided by any contract, unless the authorization is revoked by law enacted by two-thirds of the elected members of each house of the legislature prior to the vesting of any contractual rights pursuant to this Section.

(E) Surplus Property. Nothing in this Section shall prevent the donation or exchange of movable surplus property between or among political subdivisions whose functions include public safety.

Amended by Acts 1983, No. 729, §1, approved Oct. 22, 1983, eff. Nov. 23, 1983; Acts 1990, No. 1099, §1, approved Oct. 6, 1990, eff. Nov. 8, 1990; Acts 1995, No. 1320, §1, approved Oct. 21, 1995, eff. Nov. 23, 1995; Acts 1996, 1st Ex. Sess., No. 97, §1, approved Nov. 5, 1996, eff. Dec. 11, 1996; Acts 1998, No. 75, §1, approved Oct. 3, 1998, eff. Nov. 5, 1998; Acts 1999, No. 1395, §1, approved Oct. 23, 1999, eff. Nov. 25, 1999; Acts 1999, No. 1396, §1, approved Oct. 23, 1999, eff. Nov. 25, 1999; Acts 1999, No. 1402, §1, approved Nov. 20, 1999, eff. Dec. 27, 1999; Acts 2006, No. 856, §1, approved Sept. 30, 2006, eff. Oct. 31, 2006; Acts 2006, No. 857, §1, approved Sept. 30, 2006, eff. Oct. 31, 2006; Acts 2015, No. 471, §1, approved Oct. 24, 2015, eff. Nov. 25, 2015; Acts 2018, No. 717.



St. Charles Parish

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Legislation Details

File #: 2019-0145 **Version:** 1 **Name:** Misuse of Public Equipment on Private Property in early 2018, when the Parish performed clearing and ditch work that was to be done by the developer of River Road Estates Subdivision shown on the construction plans

Type: Special Matter **Status:** In Council - Special Matters

File created: 6/3/2019 **In control:** Parish Council

On agenda: 6/3/2019 **Final action:**

Enactment date: **Yes**

Title: Misuse of Public Equipment on Private Property in early 2018, when the Parish performed clearing and ditch work that was to be done by the developer of River Road Estates Subdivision shown on the construction plans, done by the Parish under the false pretense that it had a historical servitude in the work area, which documents obtained through normal channels and through public records request confirmed that the Parish has no historical servitude and that the first time the Parish ever performed work in this area was when it performed the illegal work in 2018, which is supported by a conversation had with two of the family members whose family owned the property from 1936 until sold for subdivision development in 2004, who stated that they have no knowledge of the Parish ever having worked on their property.

Sponsors: Paul J. Hogan

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
5/20/2019	1	Parish Council		