



ST. CHARLES PARISH

OFFICE OF THE COUNCIL SECRETARY

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057
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COUNCIL OFFICE MEMORANDUM

DATE: OCTOBER 1, 2025

TO: MR. GREG GORDEN
WATERWORKS DIRECTOR

FROM: MICHELLE IMPASTATO 
COUNCIL SECRETARY

RE: PROFESSIONAL SERVICES AGREEMENT
EAST BANK A AND B PLANT DEMOLITION
(PROJECT NO. WWKS 116)

On September 22, 2025, the St. Charles Parish Council adopted Ordinance No. 25-9-2 approving and authorizing the execution of a Professional Service Agreement with Waggoner Engineering, Inc. to perform engineering services for the East Bank A and B Plant Demolition (Project No. WWKS 116), in the lump sum amount of \$213,023.00.

A copy of the ordinance is enclosed for your records. Please update in your records and/or software as desired. The agreement was fully executed through Administration's DocuSign software and should be available via DocuSign.

MI/ag

Enclosure

cc: ¹Parish Council
Ms. Samantha de Castro w/ordinance
Mr. Grant Dussom w/enclosure
Mr. Corey Oubre w/enclosure
Waggoner Engineering, Inc. w/enclosure

¹ Council Dept. retained 1 DocuSign copy for file

2025-0259

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF WATERWORKS)**

ORDINANCE NO. 25-9-2

An ordinance approving and authorizing the execution of a Professional Service Agreement with Waggoner Engineering, Inc. to perform engineering services for the East Bank A and B Plant Demolition (Project No. WWKS 116), in the lump sum amount of \$213,023.00.

WHEREAS, St. Charles Parish desires to demolish infrastructure associated with East Bank A & B plants; and,

WHEREAS, the projected work includes, but not limited to: demolish, excavate, haul and dispose of an existing 50-ft diameter x 10-ft deep concrete storage tank; demolish, excavate, haul and dispose of the existing approx. 6,000 SF (footprint) structures of treatment trains A & B; demolish, excavate, haul and dispose of the existing concrete tank and treatment trains A & B concrete foundations, including plotting existing piles; Abandon in place and reroute subsurface pipelines at various locations as a result of the proposed demolition work and backfill, grade and hydroseed all excavated/disturbed areas; and,

WHEREAS, St. Charles Parish wishes to contract with Waggoner Engineering, Inc., to perform the Plan Development, Bidding and Advertising, and Construction for the East Bank A and B Plant Demolition (Project No. WWKS 116), as described in Attachments A, B, and C.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Waggoner Engineering, Inc. the East Bank A and B Plant Demolition (Project No. WWKS 116), in the lump sum amount of \$213,023.00 is hereby approved and accepted.

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

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

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

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 22nd day of September, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Joelly Fonseca

SECRETARY: Michelle Dupontato

DLVD/PARISH PRESIDENT: September 23, 2025

APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: September 26, 2025

AT: 10:12 am RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of 9/29/2025
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 Waggoner Engineering, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for East Bank A and B Plant Demolition, Parish Project No. WWKS 116.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

East Bank A and B Plant Demolition
Parish Project No. WWKS 116

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

2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.

- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

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

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be

at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.

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

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.
- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice.

Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

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

9.0 BUDGET LIMITATIONS

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

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner

shall mutually agree on a revised construction budget prior to any work on the Design Phase.

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

12.0 NON-APPROPRIATION CLAUSE

Notwithstanding any other provision of this AGREEMENT, if the Owner does not receive the sufficient funds to fund this AGREEMENT and other obligations of St. Charles Parish, if funds are de-appropriated, or if the Owner does not receive legal authority to expend funds from the St. Charles Parish Council, then the Owner is not obligated to make payment under this AGREEMENT.

13.0 INSURANCE

- 13.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 13.2 The CONSULTANT shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 13.3 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.
- 13.4 CONSULTANT shall include all subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subconsultants shall be subject to all the requirements stated herein.
- 13.5 CONSULTANT shall secure and maintain at its expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000.00 each person: \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 13.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 13.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 13.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.

13.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

14.0 INDEMNIFICATION

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

15.0 WARRANTY

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

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

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

16.0 EXCLUSIVE JURISDICTION AND VENUE

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

17.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

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

18.0 CERTIFICATION OF COMPLIANCE WITH LA R.S. 38:2216.1 & 39:1602.2

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

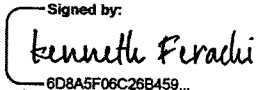
19.0 OTHER

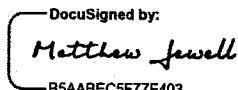
This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both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

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

WAGGONER ENGINEERING, INC.

ST. CHARLES PARISH

By: 
Signed by:
6D8A5F06C26B459...

By: 
DocuSigned by:
BSAABEC5F77E403...

Name: Kenneth Ferachi

Name: Matthew Jewell

Title: Sr. VP/ Chief Operating Officer

Title: Parish President

Date: 9/29/2025

Date: 9/29/2025

ATTACHMENT "A"

East Bank A and B Plant Demolition Parish Project No. WWKS 116

Project Scope:

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

This project consists of the demolition of two existing treatment plant trains, known as Plants "A" and "B", the addition of another distribution pump with necessary appurtenances, and various piping re-routes as a result of the demolition of the "A" and "B" treatment trains.

No surveying, geotechnical borings, or permitting were included in this project.

Construction administration services are included for an 8-month construction period, and Resident Project Representative (RPR) services will be required at 13 days per month for an assumed 4-month duration after procurement of all necessary piping and pumps.

TASK 1: Design Phase Services

Design Phase Services shall consist of all labor, equipment, materials and incidentals required to develop a set of construction plans and specifications. This assumes there will be one preliminary (75%) set of plans and specifications submitted to SCP for review. Comments received from SCP on the preliminary documents shall be incorporated into a Final 100% set of construction plans and specifications. This phase also includes the preparation of a detailed cost estimate, site visit(s) and other update meetings as requested by SCP.

The proposed lump sum Task 1 fee is for a not-to-exceed amount of \$97,825.00.

TASK 2: Bid Phase Services

Bid Phase Services shall include assisting SCP with advertising the project, planning and hosting a pre-bid meeting, preparation and issuance of no more than two addenda, bid review and tabulation, and recommendation of award to SCP.

The proposed lump sum Task 2 fee is for a not-to-exceed amount of \$8,152.00.

TASK 3: Construction Administration (CA) Services

CA services shall include preparation of conformed construction documents that will be used to administer the construction contract. This fee shall also include planning and hosting a preconstruction meeting, monthly site visits as required to become familiar with the progress and quality of work, review of shop drawings (no more than thirty total, with two revisions per submittal), RFIs (no more than twenty), and review and recommendation of payment of monthly contractor invoices. Services also include planning and hosting a substantial completion walk through (including punch list development), and project closeout record drawings.

Construction duration, from contractor notice to proceed to construction closeout, is estimated to be an eight-month duration, which includes material and equipment procurement time. Any time beyond this will be justification for additional services.

The proposed lump sum Task 3 fee is for a not-to-exceed amount of \$57,064.00.

TASK 4: Additional Services

Resident Project Representative (RPR) shall include all labor, equipment, materials and incidentals to provide resident project representative services to ensure the contractor adheres to the construction contract documents. This fee shall include inspection of construction material testing (if required) and daily construction progress reporting. Materials testing is assumed to be contracted and paid directly by SCP and not the Engineer. Services also include planning and hosting a substantial completion walk through (including punch list development), and project closeout record drawings. Although overall construction duration is estimated to be eight months as previously presented, actual onsite construction activities are estimated to be a four-month duration, based on equipment procurement times.

SCP has requested that Waggoner provide Resident Project Representative (RPR) Services on a part-time basis. With a rate of \$110/hr, assuming 13 days per month (4 months total), plus IRS allowed mileage.

The proposed Task 4 fee for RPR Services is \$49,982.00.

Should contract time be extended or additional on-site representation be determined to be needed (beyond 13 days per month) due to contractor performance, this would be considered justification for an additional supplement to RPR Services.

ATTACHMENT "B"

East Bank A and B Plant Demolition
Parish Project No. WWKS 116

Project Schedule:

Preliminary Design Phase - 8 Weeks (from NTP)
Final Design Phase - 8 Weeks (from Preliminary Design Approval)
Bidding Phase - 4 Weeks
Construction Administration - 32 Weeks (8Mos.)
Record Drawings - 6 Weeks (from Substantial Completion)
Resident Project Representative Phase Services - 32 Weeks (8Mos.) - Part-Time 13 Days per Month

ATTACHMENT "C"

East Bank A and B Plant Demolition
Parish Project No. WWKS 116

OWNER shall pay CONSULTANT in the a not-to-exceed amount of \$213,023.00 for the breakdown of services provided in Attachment "A."

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WAGGONER ENGINEERING, INC.

**ACTION BY UNANIMOUS ELECTRONIC CONSENT
OF THE BOARD OF DIRECTORS**

June 27, 2025

The undersigned, being the members of the board of directors (the “**Board**”) of Waggoner Engineering, Inc., a Mississippi Corporation (the “**Company**”) DOES HEREBY ADOPT the consent hereinafter set forth as the action of the Board by written consent in lieu of a meeting of the Board, and DOES HEREBY DIRECT that this consent be filed in the minutes of meetings of the Board, to be treated for all purposes as actions taken at a meeting.

Removal and Appointment of Officers

WHEREAS, the Board of Directors deems it advisable and in the best interests of the Company and its stockholder to remove Matthew Butler as President of the Company; and

WHEREAS, the Board deems it advisable and in the best interests of the Company and its stockholder to appoint Scott Phillips as President of the Company to serve until his successor is duly elected and qualified or until such officer’s earlier resignation or removal:

<u>Name</u>	<u>Title</u>
Scott Phillips	President

WHEREAS, following the removal and appointment of the officers set forth above, the persons listed on Exhibit A attached hereto (the “**Schedule of Officers**”) shall constitute the officers of the Company, to serve until their respective successors are duly elected and qualified or until earlier resignation or removal of such officers or any of them;

NOW THEREFORE, BE IT RESOLVED, that the Board approves and ratifies the removal and appointment of officers set forth above;

RESOLVED FURTHER, that the officers listed in the Schedule of Officers are hereby reaffirmed and ratified as officers of the Company, to serve until their respective successors are duly elected and qualified or until the earlier resignation or removal of such officers or any of them; and

RESOLVED FURTHER, that the officers listed in the Schedule of Officers are authorized to execute and deliver any agreement in the name of the Company and to otherwise obligate the Company with respect to the business of the Company, as generally pertains to their respective offices, subject to control of the Board; provided, however, that the Board may adopt from time to time specific limitations on the authority of such authorized officers.

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General Authority

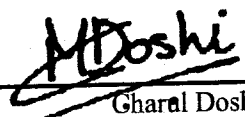
RESOLVED, that any and all actions whether previously or subsequently taken by the officers and directors of the Company, which are consistent with and in furtherance of the intent and purposes of the foregoing resolutions and the consummation of the transactions contemplated therein, shall be, and hereby are, in all respects, ratified, approved and confirmed.

RESOLVED, FURTHER, that the officers, and each of them, and such persons appointed to act on their behalf pursuant to the foregoing resolutions, are hereby authorized and directed in the name of the Company and on its behalf, to execute any additional certificates (including any officers' certificates), agreements, instruments or documents, or any amendments or supplements thereto, or to do or to cause to be done any and all other acts as they shall deem necessary, appropriate or in furtherance of the full effectuation of the purposes of each of the foregoing resolutions and the transactions contemplated therein.

IN WITNESS WHEREOF, the undersigned, being the members of the Board of Directors of the Company, has executed this Written Consent to be effective as of the date first set forth above.

WAGGONER ENGINEERING, INC.


Michael Renshaw, Director


Gharal Doshi, Director

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Exhibit A

Schedule of Officers

Scott Phillips	President
Michael Renshaw	Chair
Charul Doshi	Treasurer
Tom Secker	Secretary
Kenneth Ferachi	COO, Senior Vice President
Tracy M. Huffman	Vice President
Zach Adams	Vice President
David Burton	Vice President
Robert J Lear, Jr.	Vice President

