



# St. Charles Parish Meeting Minutes

St. Charles Parish Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
scpcouncil@st-charles.la.us  
<http://www.stcharlesparish-la.gov>

## Parish Council

### Draft

*Council Chairman Wendy Benedetto  
Councilmembers Carolyn K. Schexnaydre, Snookie Faucheux,  
Terrell D. Wilson, Paul J. Hogan, Larry Cochran,  
Traci A. Fletcher, Julia Fisher-Perrier*

Monday, January 07, 2013

6:00 PM

Council Chambers, Courthouse

## ATTENDANCE

Present: 6 - Carolyn K. Schexnaydre, Terrell D. Wilson, Wendy Benedetto, Lawrence 'Larry' Cochran, Traci A. Fletcher, Julia Fisher-Perrier

Absent: 2 - Clayton 'Snookie' Faucheux, Paul J. Hogan

*Also Present: Parish President V.J. St. Pierre, Jr., Chief Operations Officer John 'Rusty' Walker, Chief Administrative Officer Buddy Boe, Legal Director Leon C. Vial, III, Public Works/Wastewater Director Sam Scholle, Planning & Zoning Director Kimberly Marousek, Finance Director Grant Dussom, Grant Officer Holly Fonseca, Public Information Officer Renee Simpson, Parks and Recreation Director Duane Foret*

## CALL TO ORDER

## PRAYER

*Bishop Otis Kenner  
Faith Praise & Deliverance Temple  
Councilman Hogan arrived in the meeting.*

## PLEDGE

*Bishop Otis Kenner  
Faith Praise & Deliverance Temple  
Councilman Faucheux arrived in the meeting.*

## APPROVAL OF MINUTES

**A motion was made by Councilmember Cochran, and seconded to approve the Minutes from the Regular Meeting of December 17, 2012. The motion carried by the following vote:**

**Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0

*Councilman Cochran read for the record Councilman Shelley M. Tastet's letter of resignation as the District II Councilman.*

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

- 2        **2012-0452** ( 1/7/2013, Wilson )  
Proclamation: Martin Luther King, Jr. Day

**Read**

- 3        **2013-0001** ( 1/7/2013, St. Pierre, Jr., Bond Counsel )

A resolution giving preliminary approval to the issuance of not exceeding Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) of Sales Tax Refunding Bonds, of the Parish of St. Charles, State of Louisiana; making application to the State Bond Commission for approval of said Bonds; and providing for other matters in connection therewith.

*Reported:*

*Parish President Recommended: Approval*

*Mr. M. Jason Akers, representing Foley & Judell, L.L.P., spoke.*

**Votes:** Yea: 8 - Schexnaydre, Fauchaux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0

## REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

- 2012-0450** ( 1/7/2013 )

Housing Authority

*Ms. Tyrell Cornwell, Housing Authority Chairman*

**Reported**

- 2012-0451** ( 1/7/2013, St. Pierre, Jr. )

Parish President Remarks/Report

**Reported**

*IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BENEDETTO AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON TUESDAY, JANUARY 22, 2013, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:*

- 2013-0002** ( 1/7/2013, St. Pierre, Jr., Department of Public Works )

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No P080502-5, Carriage Canal Bank Repairs, to balance the contract quantities with actual quantities resulting in a decrease of \$58,128.23 and decrease contract time by 31 days.

**Publish/Scheduled PH**

- 2013-0003** ( 1/7/2013, St. Pierre, Jr., Department of Planning & Zoning )  
An ordinance approving and authorizing a Home Occupation under the operation of James H. Smith - "Southern Express Air Conditioning & Heating, LLC" - a heating and air conditioning contractor - at 103 Champagne Lane, Ama.  
**Publish/Scheduled PH**
- 2013-0004** ( 1/7/2013, Hogan, Schexnaydre )  
An ordinance to amend the Code of Ordinances Appendix A, Section VI, A, [I.] O-L, 3, e, to provide that Cemeteries and Mausoleums shall require a supporting resolution of the Parish Council.  
**Publish/Scheduled PH**
- 2013-0005** ( 1/7/2013, Hogan )  
An ordinance to amend the Code of Ordinances Appendix A, VI, C; [IV.] C-3, 1, c. Special permit uses to provide that approval of special use permits for barrooms, night clubs, lounges, and dancehalls shall require a supporting resolution of the Parish Council.  
**Publish/Scheduled PH**
- 2010-0430** ( 1/7/2013, Hogan, Schexnaydre )  
An ordinance to amend the Code of Ordinances Appendix A, Section VI, D; [I] M-1; 1; c, (5), and Section VI, D; [I] M-1; 1; c, (7) to provide that approval of special use permits for tow yards, barrooms, night clubs, lounges, and dancehalls shall require a supporting resolution of the Parish Council.  
**Publish/Scheduled PH**
- 2013-0006** ( 1/7/2013, Hogan, Schexnaydre )  
An ordinance to amend the Code of Ordinances Appendix A, Section VI, B, [IV.] R-1M, 2, a, to provide that RV Parks shall require a supporting resolution of the Parish Council.  
**Publish/Scheduled PH**
- 2013-0007** ( 1/7/2013, St. Pierre, Jr., Department of Planning & Zoning, Fauchaux, Wilson )  
An ordinance to approve and authorize the execution of an Agreement between Burk-Kleinpeter, Inc. (BKI) and St. Charles Parish to prepare a Corridor Revitalization Plan for Paul Maillard Road, LA 52.  
**Publish/Scheduled PH**
- 2013-0008** ( 1/7/2013, St. Pierre, Jr., Department of Planning & Zoning, Fauchaux, Wilson )  
An ordinance to approve and authorize the execution of an Agreement between the Center for Planning Excellence (CPEX) and St. Charles Parish to assist with the development of a Revitalization Plan for the Paul Maillard Road Corridor, LA 52.  
**Publish/Scheduled PH**
- 2013-0009** ( 1/7/2013, Wilson )  
An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "No Overnight Parking" signs on Avalon Place, Tristan Lane, Kaylee Drive, Meredith Place, and Laklynn Lane in Avalon Subdivision in Hahnville.  
**Publish/Scheduled PH**

## PLANNING AND ZONING PETITIONS

5            **2012-0444** ( 12/17/2012, St. Pierre, Jr., Department of Planning & Zoning )

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning classification from M-1 to OL on Lot 95F of the Ranson Subdivision Section 39, Township 14 S, Range 20 E at 16461 Old Spanish Trail, Des Allemands.

*Reported:*

*P & Z Department Recommended: Approval*

*Planning Commission Recommended: Approval*

*Speakers:*

*Pastor Mitchel Bolden, Jr., Antioch Baptist Church, Des Allemands*

*Mr. James Smith, III, Des Allemands*

**PH Requirements Satisfied**

**Votes:** Yea: 7 - Schexnaydre, Fauchaux, Wilson, Benedetto, Cochran, Fletcher, Fisher-Perrier  
Nay: 1 - Hogan

**2012-0379** ( 1/7/2013, St. Pierre, Jr., Department of Planning & Zoning )

A resolution providing mandatory supporting authorization to Antioch Baptist Church to endorse the Planning Board of Commissioners positive recommendation to waive the 6 ft. fence or screen planting requirement along eastern property line where the site abuts Lots 91C, 93D, and 95E of the Ranson Subdivision and along the northern property line of the site where it abuts Lot 97B of the Ranson Subdivision, Section 39, Township 14 S, Range 20 E, for the approved special permit (PZSPU-2012-07) for a cemetery on Lot 95F of the Ranson Subdivision, at 16461 Old Spanish Trail, Des Allemands.

**A motion was made by Councilmember Hogan, and seconded to deviate from the regular order of the agenda to take up File No. 2012-0379. The motion carried by the following vote:**

**Votes:** Yea: 8 - Schexnaydre, Fauchaux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0

*Reported:*

*P & Z Department Recommended: Approval*

*Planning Commission Recommended: Approval*

*Amendment: to amend the proposed resolution in the 'SUMMARY' and in the 'NOW THEREFORE, BE IT RESOLVED Section' to add at the end '... until such time as the adjacent property is developed.'*

**A motion was made by Councilmember Hogan, and seconded that this matter be Amended. The motion carried by the following vote:**

**Votes:** Yea: 6 - Schexnaydre, Fauchaux, Benedetto, Hogan, Fletcher, Fisher-Perrier  
Nay: 2 - Wilson, Cochran

6      **2012-0379** ( 1/7/2013, St. Pierre, Jr., Department of Planning & Zoning )

A resolution providing mandatory supporting authorization to Antioch Baptist Church to endorse the Planning Board of Commissioners positive recommendation to waive the 6 ft. fence or screen planting requirement along eastern property line where the site abuts Lots 91C, 93D, and 95E of the Ranson Subdivision and along the northern property line of the site where it abuts Lot 97B of the Ranson Subdivision, Section 39, Township 14 S, Range 20 E, for the approved special permit (PZSPU-2012-07) for a cemetery on Lot 95F of the Ranson Subdivision, at 16461 Old Spanish Trail, Des Allemands, until such time as the adjacent property is developed.

*Council Discussion*

*VOTE ON THE PROPOSED RESOLUTION AS AMENDED*

**Votes:** Yea: 6 - Schexnaydre, Fauchaux, Benedetto, Hogan, Fletcher, Fisher-Perrier  
Nay: 2 - Wilson, Cochran

**A motion was made by Councilmember Cochran, and seconded to return to the regular order of the agenda. The motion carried by the following vote:**

**Votes:** Yea: 8 - Schexnaydre, Fauchaux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0

7      **2012-0445** ( 12/17/2012, St. Pierre, Jr., Department of Planning & Zoning )

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning from CR-1 to R-1AM at 1076 Paul Maillard Road, a lot measuring 50 ft. fronting Paul Maillard Road by 67 ft. between equal and parallel lines, as per a survey dated December 3, 2012 by Stephen Flynn, Boutte, as requested by David Williams.

*Reported:*

*P & Z Department Recommended: Denial*

*Planning Commission Recommended: Approval*

*Speakers:*

*Mr. David Williams, Luling*

*Mr. Morris Williams, Jr., Hahnville*

*Mr. Kevin Williams, Luling*

*Mr. Jarvis Lewis, Luling*

*Mr. Terrence Williams, Luling*

*Ms. Renee Williams, Luling*

**PH Requirements Satisfied**

*Council Discussion*

**Votes:** Yea: 7 - Schexnaydre, Fauchaux, Wilson, Benedetto, Cochran, Fletcher, Fisher-Perrier  
Nay: 1 - Hogan

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

8           **2012-0269** ( 12/17/2012, Hogan )  
An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Chapter 24 Noise; Section 24-6 Prohibitions and Section 24-7 Enforcement.

*Reported:*

*Councilman Hogan Recommended: Approval*

*Speakers:*

*Mr. Ron Touchard, Bayou Gauche*

**PH Requirements Satisfied**

*Council Discussion*

**Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0

10           **2012-0446** ( 12/17/2012, Hogan )  
An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Chapter 4 Animals and Fowl, Article I.; Section 4-5. Public nuisance, and Section 4-10.1 Penalties.

*Reported:*

*Councilman Hogan Recommended: Approval*

**PH Requirements Satisfied**

**Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0

12           **2012-0447** ( 12/17/2012, St. Pierre, Jr., Grants Office )  
An ordinance approving and authorizing the execution of Change Order No. 1 for the Hurricane Gustav/Ike Community Development Block Grant (CDBG) Disaster Recovery Program Project No. 45PARA3201, the Edward A. Dufresne Community Center, to decrease the contract amount by \$373.78 and increase the contract time by thirty-five (35) days.

*Reported:*

*Grants Office Recommended: Approval*

**PH Requirements Satisfied**

*Council Discussion*

**Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0

- 15            **2012-0448** ( 12/17/2012, St. Pierre, Jr., Department of Parks and Recreation )  
 An ordinance to approve and authorize the execution of a contract with Bill Ward Builders, LLC, to construct a new restroom facility at the West Bank Bridge Park in Luling.  
*Reported:*  
*Parks & Recreation Department Recommended: Approval*  
**PH Requirements Satisfied**  
**Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
 Nay: 0
- 21            **2012-0449** ( 12/17/2012, St. Pierre, Jr., Department of Parks and Recreation )  
 An ordinance to approve and authorize the execution of Agreement between St. Charles Parish and Meyer Engineers, Ltd. to provide design services for the new Parks and Recreation Equipment Building at 131 Manor Road in Luling.  
*Reported:*  
*Parks & Recreation Department Recommended: Approval*  
**PH Requirements Satisfied**  
**Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
 Nay: 0  
*Councilman Wilson exited the meeting.*

## APPOINTMENTS

- 2012-0453** ( 1/7/2013 )  
 Accept resignation of Mr. Ronald J. Perry - Planning & Zoning Commission  
**A motion was made, and seconded to Accept Resignation for this file. The motion carried by the following vote:**  
**Votes:** Yea: 7 - Schexnaydre, Faucheux, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
 Nay: 0  
 Absent: 1 - Wilson
- 2012-0454** ( 1/7/2013 )  
 A resolution to appoint a member to the Planning & Zoning Commission as the District VI Representative.  
**Vacancy Announced**

## SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

- 2012-0455** ( 1/7/2013 )  
 Appointment of Chairman to the Operations, Maintenance, and Construction Management Committee  
*Council Chairman named Councilwoman Fletcher to act as Chairman*  
**Confirmed**

**2012-0456** ( 1/7/2013 )

Appointment of Chairman to the Legislative Committee

*Council Chairman named Councilwoman Schexnaydre to act as Chairman*

**Confirmed**

**2012-0457** ( 1/7/2013 )

Appointment of Chairman to the Contract/Finance and Administrative Committee

*Council Chairman named Councilman Hogan to act as Chairman*

**Confirmed**

**2012-0458** ( 1/7/2013 )

Appointment of Chairman to the Special Projects/Public Safety, Health, and Environmental Committee

*Council Chairman named Councilman Wilson to act as Chairman*

**Confirmed**

**2012-0459** ( 1/7/2013 )

Appointment of Chairman to the Hurricane Protection Projects Committee

*Council Chairman named Councilman Faucheux to act as Chairman*

**Confirmed**

## **ADJOURNMENT**

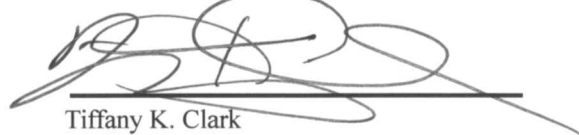
A motion was made by Councilmember Fletcher, and seconded to adjourn the meeting at approximately 7:18 pm. The motion carried by the following vote:

**Votes:** Yea: 6 - Schexnaydre, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier

Nay: 1 - Faucheux

Absent: 1 - Wilson

**I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.**



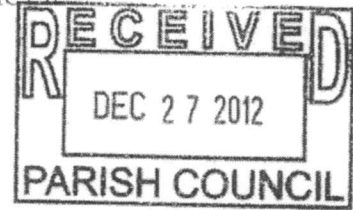
Tiffany K. Clark  
Council Secretary





# ST. CHARLES PARISH

*SHELLEY M. TASTET*  
COUNCILMAN, DISTRICT II



December 26, 2012

Councilman Larry Cochran  
Chairman  
St. Charles Parish Council  
Post Office Box 302  
Hahnville, LA 70057

Dear Chairman Cochran,

I have been honored to serve the citizens of District II for the past five years as their Councilman and will forever be grateful. I thank them from the bottom of my heart. However, I write to inform you that due to medical issues I will be focusing my full attention on my health and my family.

Therefore, effective December 31, 2012 I hereby resign my position as Councilman, District II, St. Charles Parish.

As my family and I enter this most difficult time, we ask for your prayers and your understanding of our request for privacy.

Sincerely,

  
Shelly M. Tastet

**Office**

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**Residence**

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Phone: (985) 308-1234  
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Cell: (504) 915-4094  
Email: [stastet@st-charles.la.us](mailto:stastet@st-charles.la.us)

**PROCLAMATION**

**WHEREAS,** *it is appropriate that on January 21, 2013, we celebrate and offer special recognition to Dr. Martin Luther King, Jr. for his unselfish nonviolent dedication to the Civil Rights Movement; and,*

**WHEREAS,** *we recognize that his fortitude and dedication to the Civil Rights Movement has carved a place for Dr. King in history for all races as a continual fight for freedom, equality, and justice; and,*

**WHEREAS,** *Dr. King, born in Atlanta, ordained a Baptist Minister in 1954, received his doctorate from Boston University in 1955, received the 1964 Nobel Peace Prize and became a leader of U. S. Civil Rights, spoke from his heart on August 28, 1963 on the steps of the Lincoln Memorial when he gave his famous speech "I Have a Dream"; and,*

**WHEREAS,** *Dr. King's words rang out across America and became deeply rooted in the American dream that we would follow the true meaning of the words of Abraham Lincoln, "We hold these truths to be self-evident; that all men are created equal", the true dream of Dr. King; and,*

**WHEREAS,** *Dr. King was assassinated on the balcony of the Lorraine Hotel in Memphis, Tennessee on April 4, 1968 marking a passage of history and the understanding that Dr. King did not die in vain but whose leadership and dreams will live on through history with a yearly celebration throughout the United States as a day of remembrance.*

**SO, IN REMEMBRANCE OF THE CONTRIBUTION OF DR. MARTIN LUTHER KING, JR. AS A LEADER OF THE CIVIL RIGHTS MOVEMENT, THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT DO HEREBY PROCLAIM**

**JANUARY 21, 2013**

**AS**

**MARTIN LUTHER KING, JR. DAY**

**IN**

**ST. CHARLES PARISH**

s/V.J. ST. PIERRE, JR.  
V.J. ST. PIERRE, JR.  
PARISH PRESIDENT  
s/CLAYTON FAUCHEUX, JR.  
CLAYTON FAUCHEUX, JR.  
COUNCILMAN AT LARGE, DIV. B  
s/TERRELL D. WILSON  
TERRELL D. WILSON  
COUNCILMAN, DISTRICT I  
**ABSENT**  
SHELLEY M. TASTET  
SHELLEY M. TASTET  
COUNCILMAN, DISTRICT II  
s/WENDY BENEDETTO  
WENDY BENEDETTO  
COUNCILWOMAN, DISTRICT III

s/CAROLYN K. SCHEXNAYDRE  
CAROLYN K. SCHEXNAYDRE  
COUNCILWOMAN AT LARGE, DIV. A  
s/PAUL J. HOGAN, PE  
PAUL J. HOGAN, PE  
COUNCILMAN, DISTRICT IV  
s/LARRY COCHRAN  
LARRY COCHRAN  
COUNCILMAN, DISTRICT V  
s/TRACI A. FLETCHER  
TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI  
s/DENNIS NUSS  
DENNIS NUSS  
COUNCILMAN, DISTRICT VII

**2013-0001**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(BOND COUNSEL)**

**RESOLUTION NO. 5966**

A resolution giving preliminary approval to the issuance of not exceeding Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) of Sales Tax Refunding Bonds, of the Parish of St. Charles, State of Louisiana; making application to the State Bond Commission for approval of said Bonds; and providing for other matters in connection therewith.

**WHEREAS**, pursuant to the provisions of Sub-Part F, Part III, Chapter 4, of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, the Parish of St. Charles, State of Louisiana (the "Issuer") has heretofore issued \$4,735,000 of Sales Tax Bonds, Series 2003 (the "Series 2003 Bonds"); and,

**WHEREAS**, in order to provide debt service savings, the Issuer desires to refund all or any portion of the Series 2003 Bonds pursuant to the provisions of Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "Act"), through the issuance of its refunding bonds; and,

**WHEREAS**, pursuant to the Act, and subject to the approval of the State Bond Commission, the Issuer desires to accomplish the refunding by authorizing the issuance of not exceeding Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) of its Sales Tax Refunding Bonds (the "Bonds"), to be payable solely from and secured by an irrevocable pledge and dedication of the avails or proceeds of the Issuers three-eighths of one percent (3/8%) sales and use tax authorized at the election held on April 30, 1983 (the "Tax"); and,

**WHEREAS**, the Issuer desires to make formal application to the State Bond Commission for approval of the issuance of the Bonds;

**NOW, THEREFORE, BE IT RESOLVED** by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "City"), that:

**SECTION 1. Preliminary Approval of the Bonds.** Preliminary approval is given to the issuance of not exceeding Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) of Sales Tax Refunding Bonds (the "Refunding Bonds"), of the Issuer, to be issued for the purpose of refunding all or any portion of the Series 2003 Bonds, and paying the costs of issuance of the Refunding Bonds, said Refunding Bonds to be payable from and secured by the Tax. The Refunding Bonds shall bear interest at a rate or rates not to exceed five percent (5%) per annum, to be determined by subsequent resolution of this Governing Authority at the time of the sale of the Refunding Bonds, and shall mature in annual installments due no later than July 1, 2023. The Refunding Bonds shall be issued in fully registered form, shall be sold to the purchasers thereof at a price of not less than 96% of par, plus accrued interest, and shall have such additional terms and provisions as may be determined by this Governing Authority.

**SECTION 2. Employment.** This Governing Authority finds and determines that a real necessity exists for the employment of special counsel in connection with the issuance of the Bonds, and accordingly, Foley & Judell, LLP, of New Orleans, Louisiana, as Bond Counsel, is hereby employed to do and perform work of a traditional legal nature as bond counsel with respect to the issuance and sale of said Bonds. Said Bond Counsel shall prepare and submit to this Governing Authority for adoption all of the proceedings incidental to the authorization, issuance, sale and delivery of such Bonds, shall counsel and advise this Governing Authority as to the issuance thereof and shall furnish its opinions covering the legality of the issuance of the Bonds. The fee of Bond Counsel for each series of said bonds shall be fixed at a sum not exceeding the fee allowed by the Attorney General's fee guidelines for such bond counsel work in connection with the issuance of each such series of revenue obligations and based on the amount of said bonds actually issued, sold, delivered and paid for, plus "out-of-pocket" expenses, said fees to be contingent upon the issuance, sale and delivery of said bonds. That pursuant to instructions from the Director of Finance, Bond Counsel shall cause to be prepared an official statement with respect to the sale of the Bonds and the costs of the preparation and printing of said official statement, as approved by the State Bond Commission, shall be paid from the proceeds of the issue for which it has been prepared. Said Official

Statement may be submitted to one or more of the nationally recognized bond rating service or services, together with a request that an appropriate rating be assigned. Payment for all ratings shall be made by the Director of Finance upon presentation of appropriate statements from the particular rating service furnishing the ratings. A certified copy of this resolution shall be submitted to the Attorney General of the State of Louisiana for his written approval of said employment and of the fees herein designated.

**SECTION 3. State Bond Commission.** Application is hereby made to the State Bond Commission, Baton Rouge, Louisiana, for approval of the issuance and sale of the Refunding Bonds and for consent and authority to proceed with the issuance and sale of the Refunding Bonds as provided above, and Bond Counsel is directed to make application to the State Bond Commission in accordance with the foregoing on behalf of the Governing Authority.

By virtue of applicant/issuers application for, acceptance and utilization of the benefits of the Louisiana State Bond Commissions approval(s) resolved and set forth herein, it resolves that it understands and agrees that such approval(s) are expressly conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors and assigns to, full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.", adopted by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the approval(s), including subsequent application and approval under said Policy of the implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER  
NAYS: NONE  
ABSENT: NONE

And the resolution was declared adopted on this, the 7th day of January, 2013.

CHAIRMAN: Wesley Benedetto  
SECRETARY: [Signature]  
DLVD/PARISH PRESIDENT: 1-9-13  
APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: [Signature]  
RETD/SECRETARY: 1-9-13  
AT: O. Osar RECD BY: [Signature]

**2012-0444**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING)**

**ORDINANCE NO. 13-1-1**

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning classification from M-1 to OL on Lot 95F of the Ranson Subdivision Section 39, Township 14 S, Range 20 E at 16461 Old Spanish Trail, Des Allemands.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981, to approve the change of zoning classification from M-1 to OL on Lot 95F of the Ranson Subdivision Section 39, Township 14 S, Range 20 E at 16461 Old Spanish Trail, Des Allemands as requested by Antioch Baptist Church.

**SECTION II.** To authorize the Department of Planning & Zoning to amend the official St. Charles Parish Zoning Maps to reflect this zoning reclassification from M-1 to OL on Lot 95F of the Ranson Subdivision Section 39, Township 14 S, Range 20 E at 16461 Old Spanish Trail, Des Allemands as requested by Antioch Baptist Church.

**SECTION III.** To authorize the Department of Planning and Zoning to change the Future Land Use Map, in the Comprehensive Land Use Plan adopted under ordinance 11-6-11 from Light Industrial to Rural Residential on the property.

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, BENEDETTO, COCHRAN,  
FLETCHER, FISHER-FERRIER  
NAYS: HOGAN  
ABSENT: NONE

And the ordinance was declared adopted this 7th day of January, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wesley Benedetto  
SECRETARY: [Signature]  
DLVD/PARISH PRESIDENT: 1-9-13  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: [Signature]  
RETD/SECRETARY: 1-9-13  
AT: 10:05am RECD BY: [Signature]

**2012-0379**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING)**

**RESOLUTION NO. 5967**

A resolution providing mandatory supporting authorization to Antioch Baptist Church to endorse the Planning Board of Commissioners positive recommendation to waive the 6 ft. fence or screen planting requirement along eastern property line where the site abuts Lots 91C, 93D, and 95E of the Ranson Subdivision and along the northern property line of the site where it abuts Lot 97B of the Ranson Subdivision, Section 39, Township 14 S, Range 20 E, for the approved special permit (PZSPU-2012-07) for a cemetery on Lot 95F of the Ranson Subdivision, at 16461 Old Spanish Trail, Des Allemands, until such time as the adjacent property is developed.

**WHEREAS,** the St. Charles Parish Zoning Ordinance of 1981 (as amended) requires a supporting resolution of the Parish Council to waive any zoning regulations associated with a special permit use; and,

**WHEREAS,** the applicant requested a partial waiver to the 6-foot solid fence or screen buffer requirements; and,

**WHEREAS,** buffering should be required adjacent to residentially zoned property; and,

**WHEREAS,** the Planning Board of Commissioners approved PZSPU-2012-07 and recommended approval of the noted waiver.

**NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL,** does hereby provide this supporting resolution to waive the 6-foot fence or screen planting requirement along eastern property line where the site abuts Lots 91C, 93D, and 95E of the Ranson Subdivision and along the northern property of the site where it abuts Lot 97B of the Ranson Subdivision, Section 39, Township 14 S, Range 20 E, for the approved special permit (PZSPU-2012-07) for a cemetery on Lot 95F of the Ranson Subdivision, at 16461 Old Spanish Trail, Des Allemands, until such time as the adjacent property is developed.

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

**YEAS:** SCHEXNAYDRE, FAUCHEUX, BENEDETTO, HOGAN, FLETCHER, FISHER-PERRIER  
**NAYS:** WILSON, COCHRAN  
**ABSENT:** NONE

And the resolution was declared adopted this 7th day of January, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Wesley Benedetto*  
SECRETARY: *[Signature]*  
DLVD/PARISH PRESIDENT: 1-9-13  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: *[Signature]*  
RETD/SECRETARY: 1-9-13  
AT: 10:05 am RECD BY: *[Signature]*

**2012-0445**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING)**

**ORDINANCE NO. 13-1-2**

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning from CR-1 to R-1AM at 1076 Paul Maillard Road, a lot measuring 50 ft. fronting Paul Maillard Road by 67 ft. between equal and parallel lines, as per a survey dated December 3, 2012 by Stephen Flynn, Boutte, as requested by David Williams.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change of zoning classification from CR-1 to R-1AM at 1076 Paul Maillard Road, for a lot measuring 50 ft. fronting Paul Maillard Road by 67 ft. between equal and parallel lines, as per a survey dated December 3, 2012 by Stephen Flynn, Boutte, as requested by David Williams.

**SECTION II.** To authorize the Department of Planning & Zoning to amend the official St. Charles Parish Zoning Map to reflect the zoning reclassification to R-1AM as requested by David Williams.

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

- YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, BENEDETTO, COCHRAN, FLETCHER, FISHER-PERRIER
- NAYS: HOGAN
- ABSENT: NONE

And the ordinance was declared adopted this 7th day of January, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wendy Benedetto  
 SECRETARY: [Signature]  
 DLVD/PARISH PRESIDENT: 1-9-13  
 APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_  
 PARISH PRESIDENT: [Signature]  
 RETD/SECRETARY: 1-9-13  
 AT: 10:05am RECD BY: [Signature]

2012-0269

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV  
ORDINANCE NO. 13-1-3

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Chapter 24 Noise; Section 24-6 Prohibitions and Section 24-7 Enforcement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Code "Section 24-6 Prohibitions." is amended as follows:

AS WRITTEN:

**Sec. 24-6. Prohibitions.**

- (4) Animals. The owning, possessing, or harboring of any animal which frequently, or for continued duration, howls, barks, squawks, or makes other sounds which create excessive and unnecessary noise across a residential or commercial real property line or within a noise sensitive area. For the purpose of this section, "barking dog" shall mean a dog that barks, bays, cries, howls, or makes any other noise continuously and/or incessantly for a period of ten (10) minutes, or barks intermittently for one-half ( 1/2) hour or more to the disturbance of any person at any time of day or night, regardless of whether the dog is physically situated in or upon private property; provided, however, that the dog shall not be deemed a barking dog if, at the time the dog is barking, making any other noise, a person is trespassing or threatening to trespass upon property in or upon which the dog is situated.

AS REVISED:

**Sec. 24-6. Prohibitions.**

- (4) Animals. A noise nuisance shall be considered an animal or animals, which the property owner owns or has in their possession, which disturbs any person at any time of day or night, regardless of whether the animal is physically situated in or upon private property which frequently, or for continued duration, howls, barks, squawks, yelps, whines, crows, calls, cries, screeches, caterwauls, bawls, wails, pules, ululates or makes other sounds which create excessive and unnecessary noise across a residential or commercial real property line or within a noise sensitive area. For the purpose of this ordinance, a barking dog shall not be deemed to be a noise nuisance if at the time the dog is barking or is making any other noise, 1) a person(s) is trespassing or threatening to trespass upon property in or upon which the dog is situated or a nearby neighboring property, 2) a person(s) is visiting the property upon which the dog is situated or a nearby neighboring property, 3) persons, animals, vehicles, motorcycles, or any other such temporary external stimuli is passing in the vicinity of the dog, or 4) there exists some temporary abnormal occurrence in the vicinity of the dog which causes the dog to bark. Barking caused by stimuli identified in 1, 2, 3, and 4 above which continues after the stimuli no longer exists shall be considered a noise nuisance.

SECTION II. That Code "Section 24-7 Enforcement." is amended as follows:

AS WRITTEN:

**Sec. 24-7. Enforcement.**

- (a) It shall be the duty of the sheriff's office to enforce the provisions set forth in this chapter.
- (b) Prima facie evidence of violation. Evidence establishing that an activity is causing or has caused the permissible sound level to be exceeded by more than five (5) decibels at a point designated in any section of this chapter shall be deemed to be a prima facie evidence of a violation of this chapter. Sound level measurements taken in order to show such prima facie violation must conform to the procedures as outlined in subsection (c).
- (c) Procedures and measurements. Unless otherwise provided in this chapter, sound level measurements shall be taken with a sound level meter microphone located at any point five (5) feet from the exterior wall of a residence or place of abode on the receiving property, and where practicable not less than five (5) feet above ground level, but in no event less than three (3) feet above ground. A minimum of three (3) readings shall be taken at one (1) minute intervals. The sound level shall be the average of these readings.
- (d) Impoundment. The sheriff's office may impound and retain as evidence any instrumentality used to create any noise in violation of this chapter, and in the case of the motor vehicles, the owner shall be responsible for ordinary towing and storage charges incurred in the course of said impoundment.

AS REVISED:

**Sec. 24-7. Enforcement.**

- (a) It shall be the duty of the sheriff's office to enforce the provisions set forth in this chapter.
- (b) Prima facie evidence of violation. Evidence establishing that an activity is causing or has caused the permissible sound level to be exceeded by more than five (5) decibels at a point designated in any section of this chapter shall be deemed to be a prima facie evidence of a violation of this chapter. Sound level measurements taken in order to show such prima facie violation must conform to the procedures as outlined in subsection (c).
- (c) Procedures and measurements. Unless otherwise provided in this chapter, sound level measurements shall be taken with a sound level meter microphone located at any point five (5) feet from the exterior wall of a residence or place of abode on the receiving property, and where practicable not less than five (5) feet above ground level, but in no event less than three (3) feet above ground. A minimum of three (3) readings shall be



- taken at one (1) minute intervals. The sound level shall be the average of these readings.
- (d) The issuance of a citation for noise nuisances as defined in Section 24-6 shall require the witnessing of the noise nuisance violation by a law enforcement officer, other than the complainant, or video evidence sufficient to demonstrate probable cause that the violation occurred. The citation shall require the signature of the individual filing the complaint.
  - (e) Impoundment. The sheriff's office may impound and retain as evidence any instrumentality used to create any noise in violation of this chapter, and in the case of the motor vehicles, the owner shall be responsible for ordinary towing and storage charges incurred in the course of said impoundment.

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, BENEDETTO, HOGAN, COCHRAN,  
 FLETCHER, FISHER-PERRIER  
 NAYS: NONE  
 ABSENT: NONE

And the ordinance was declared adopted this 7th day of January, 2013, to become effective five (5) days after publication in the Official Journal.

Noise 24-6 revised noise ord 12-14-12

CHAIRMAN: Wendy Benedetto

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 1-9-13

APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 1-9-13

AT: 10:05 am RECD BY: [Signature]

2012-0446

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV

ORDINANCE NO. 13-1-4

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Chapter 4 Animals and Fowl, Article I.; Section 4-5. Public nuisance, and Section 4-10.1 Penalties.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That Code "Section 4-5 Public nuisance." is amended as follows:

AS WRITTEN:

**Sec. 4-5. Public nuisance.**

- (a) Every owner and/or keeper of animals shall exercise proper care and control of such animals so as to prevent them from creating or becoming a public nuisance; and it shall be unlawful to otherwise harbor or keep any animal which is a public nuisance and/or disturbs the peace by loud noises at any time of day or night. Excessive, continuous or untimely barking, howling, yelping, whining, crowing, calling, crying, screeching, caterwauling, bawling, wailing, puling, ululating or other animal noises so as to disturb the peace and quiet of a neighborhood or its residents or to disturb the health or repose of the residents; attacking or molesting passersby or other animals; being repeatedly at large; chasing vehicles; scratching on or digging into or urinating or defecating upon lawns, shrubs, buildings or any property either public or private other than property of the owner and/or keeper of such an animal shall be deemed to be the creation of public nuisance and the owner and/or keeper of the animal causing such public nuisance shall be guilty of a misdemeanor.
- (b) In the case of a nuisance by defecation, the owner and/or keeper must remove all feces and dispose of them in a sanitary manner.
- (c) Premises on which animals are kept shall be maintained so as to prevent disagreeable odors arising there from, or the presence or breeding of flies, mosquitoes and other pests. Provisions shall be made for the removal and disposal of animal and food wastes, bedding, dead animals and debris. Disposal facilities shall be so provided and operated as to minimize vermin infestation, odors and disease hazards.

AS REVISED:

**Sec. 4-5. Public nuisance.**

- (a) Every owner and/or keeper of animals shall exercise proper care and control of such animals so as to prevent the animals from creating and/or becoming a public nuisance. It shall be unlawful to otherwise harbor or keep any animal which is a public nuisance; disturbing the health or repose of the residents; attacking or molesting passersby's or other animals; being repeatedly at large; chasing vehicles; scratching on or digging into or urinating or defecating upon lawns, shrubs, buildings or any property either public or private other than property of the owner and/or keeper of such an animal shall be deemed to be the creation of public nuisance and the owner and/or keeper of the animal causing such public nuisance shall be guilty of a misdemeanor.
- (b) In the case of a nuisance by defecation, the owner and/or keeper must remove all feces and dispose of them in a sanitary manner.
- (c) Premises on which animals are kept shall be maintained so as to prevent disagreeable odors arising there from, or the presence or breeding of flies, mosquitoes and other pests. Provisions shall be made for the removal and disposal of animal and food wastes, bedding, dead animals and debris. Disposal facilities shall be so provided and operated as to minimize vermin infestation, odors and disease hazards.

**SECTION II.** That Code "Section 4-10.1. Penalties." is amended as follows:

AS WRITTEN:

**Sec. 4-10.1. Penalties.**

Any person found guilty of violating any of the provisions this chapter shall, for each violation, be fined not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) plus court costs, or be imprisoned in the parish jail for not more than sixty (60) days or both. Each separate day on which any violation of the provisions of this ordinance is shown to have continued to exist shall constitute a separate offense.

AS REVISED:

**Sec. 4-10.1. Penalties.**

Any person found guilty of violating any of the provisions this chapter shall, for each violation, be fined not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) plus court costs, or be imprisoned in the parish jail for not more than thirty (30) days or both. Each separate day on which any violation of the provisions of this ordinance is shown to have continued to exist shall constitute a separate offense.

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, BENEDETTO, HOGAN, COCHRAN,  
FLETCHER, FISHER-PERRIER  
NAYS: NONE  
ABSENT: NONE

And the ordinance was declared adopted this 7th day of January, 2013, to become effective five (5) days after publication in the Official Journal.

Animals and Fowl 4-5 and 4-10 revise animal nuisance ord 12-14-12

CHAIRMAN: Wendy Benedetto  
SECRETARY: [Signature]  
DLVD/PARISH PRESIDENT: 1-9-13  
APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: [Signature]  
RETD/SECRETARY: 1-9-13  
AT: 10:05 am RECD BY: [Signature]

2012-0447

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(GRANTS OFFICE)

ORDINANCE NO. 13-1-5

An ordinance approving and authorizing the execution of Change Order No. 1 for the Hurricane Gustav/Ike Community Development Block Grant (CDBG) Disaster Recovery Program Project No. 45PARA3201, the Edward A. Dufresne Community Center, to decrease the contract amount by \$373.78 and increase the contract time by thirty-five (35) days.

**WHEREAS,** Ordinance No. 11-12-2 , adopted December 5, 2011, by the St. Charles Parish Council, approved and authorized the execution of a contract with Lamar Contractors, Inc., for the Edward A. Dufresne Community Center in the amount of \$10,565,980.00; and,

**WHEREAS,** the decrease in contract amount is a result of the partial application of a sales tax exemption credit due from said contractor towards the cost of change directives, including the expansion of the parking lot area to add 82 spaces; and,

**WHEREAS,** the increase in contract time is a result of nineteen (19) days related to weather and sixteen (16) days related to change directives.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That Change Order No. 1 for the Hurricane Gustav/Ike Community Development Block Grant (CDBG) Disaster Recovery Program Project No. 45PARA3201, the Edward A. Dufresne Community Center, to decrease the contract amount by \$373.78 and increase the contract time by thirty-five (35) days is hereby approved and accepted.

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

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, BENEDETTO, HOGAN, COCHRAN,  
FLETCHER, FISHER-PERRIER  
NAYS: NONE  
ABSENT: NONE

And the ordinance was declared adopted this 7th day of January, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wendy Benedetto  
SECRETARY: [Signature]  
DLVD/PARISH PRESIDENT: 1-9-13  
APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: Walt  
RETD/SECRETARY: 1-9-13  
AT: 10:05am RECD BY: [Signature]

SECTION 00650

**CHANGE ORDER**

PROJECT NAME: Edward A. Dufresne Community Center CHANGE ORDER NO: 001  
 PPG OCD-DR PROJECT NUMBER: 45PARA3201  
 CONTRACTOR: Lamar Contractors, Inc. CONTRACT DATE: 12-7-11

**You are directed to make the following change(s) in this contract: Attach itemized breakdown in accordance with R.S. 38:2212A.(7). Also, please give brief description and justification of change(s) below.**

RFC 2a rev 3-	Per contract documents, the Owner will receive Sales Tax credits on all material provided by subcontractors to perform the construction of the Edward A. Dufresne Community Center.	-\$320,950.32
RFC 3	- One (1) adverse weather day for the month of March.	\$ 0.00
RFC 4 rev 4	- Per Owner's request, add telephone/data power floor boxes in meeting rooms and provide power for future lighting of proposed statue.	\$ 4,496.97
RFC 5 rev 1	- Per Owner's request, a modification to the cook line in Kitchen 148.	\$ 2,177.51
RFC 6 rev 1	- Per response to RFI #37, add fitting to bring sewer cleanout to 90 degrees.	\$ 564.27
RFC 9 rev 1	- Four (4) adverse weather days for the month of June.	\$ 0.00
RFC 10 rev 4-	Per Owner's request, expand the existing parking lot layout. Add eleven (11) days to contract.	\$285,091.84
RFC 11 rev 5-	Per State Fire Marshal's review letter, modify the front entrance for additional egress width and add fire detection warning devices. Add three (3) days to contract.	\$ 8,113.43
RFC 12	- Five (5) adverse weather days for the month of July.	\$ 0.00
RFC 13	- Nine (9) adverse weather days for the month of August.	\$ 0.00
RFC 14rev 1	- Per professional engineer for metal wall panel company, 16 gage studs are required in lieu of 18 gage studs to withstand fastener pull-out of composite metal soffit panels.	\$ 2,166.01
RFC 15rev 1	- During shop drawing review of structural steel, the structural engineer added steel members. These members were not shown in the bid documents.	\$ 3,332.23
RFC 17	- During shop drawing review of acoustical metal roof deck, a curved steel member was added to support a transition from acoustical metal deck (interior) to non-acoustical metal deck (outside). This modification was necessary to maintain the aesthetics of the exterior metal soffits.	\$ 911.98
RFC 18rev 3	- Per Owner's request, provide backup power to existing lift station pumps along Edward Dufresne Parkway. Community Center will provide power to pumps during times of power outages. Add two (2) days to contract.	\$ 13,722.30

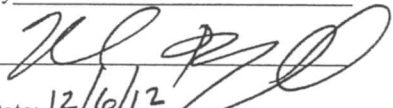
The Original Contract Sum	\$	10,565,980.00
Total Changes by Previous Change Order(s)	\$	0.00
Current Contract Sum	\$	10,565,980.00
Contract Sum, will be ( <del>increased</del> ) ( <del>decreased</del> ) ( <del>unchanged</del> ) by this Change Order	\$	-373.78
<b>New Contract Sum</b>	\$	10,565,606.22
The Original Contract Time and Completion Date	515	DAYS
Total Time extended by Previous Change Order(s)	0	DAYS
Contract Time will be ( <del>increased</del> ) ( <del>decreased</del> ) ( <del>unchanged</del> ) by this Change Order	35	DAYS
Revised Contract time and new Contract Completion Date	550	DAYS July 6, 2013

RECOMMENDED

Architect/Engineer Name  
Address

SIZELER THOMPSON BROWN ARCHITECTS

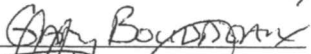
By MARK BRUPBACHER

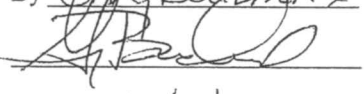
  
Date: 12/6/12

ACCEPTED

Contractor's Name  
Address

LADMAN CONTRACTORS, INC.

By 

  
Date: 12/5/12

APPROVED

J. Charles Parish  
Owner

By: 

V.J. St. Pierre, Jr.  
Date: 1/9/13

(Note: Before any Change Order is routed to Owner for approval it must first be routed to the OCD-DR Project Manager for oversight review).

**2012-0448**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PARKS & RECREATION)**

**ORDINANCE NO. 13-1-6**

An ordinance to approve and authorize the execution of a contract with Bill Ward Builders, LLC, to construct a new restroom facility at the West Bank Bridge Park in Luling.

**WHEREAS,** sealed bids were received on November 21, 2012, for the construction of a new restroom facility to be located at the West Bank Bridge Park at 13825 River Road in Luling; and,

**WHEREAS,** Campo Designs Architects, Inc. has reviewed the bids and recommends that the project be awarded to the low bidder, Bill Ward Builders, LLC, in the amount of \$146,890.00; and,

**WHEREAS,** funding through the Louisiana Government Assistance Program (LGAP) in the amount of \$138,700.00 was secured for this project, LGAP Contract No. 1112-STC-0001; and,

**WHEREAS,** it is the desire of the Parish Council to approve said contract.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That bid of Bill Ward Builders, LLC, for the construction of the new restroom facility is hereby approved and accepted in the amount of \$146,890.00.

**SECTION II.** That the Parish President is hereby authorized to execute said contract and to act on behalf of St. Charles Parish in all matters pertaining to this project.

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER  
NAYS: NONE  
ABSENT: NONE

And the ordinance was declared adopted this 7th day of January, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Wendy Benedetto*  
SECRETARY: *[Signature]*  
DLVD/PARISH PRESIDENT: 1-9-13  
APPROVED:  DISAPPROVED:   
PARISH PRESIDENT: *[Signature]*  
RETD/SECRETARY: 1-9-13  
AT: 10:05am RECD BY: *[Signature]*

SECTION 00500

AGREEMENT

THIS AGREEMENT is effective as of the Seventeenth of December in the year 2012 by and between the Parish of St. Charles, called the OWNER, and Bill Ward Builders, LLC, hereinafter called the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

**New Toilet Building West Bank Bridge Park RE-BID St. Charles Parish**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the above Project. The Work is generally described as follows:

The Contract Work generally comprises of the construction of the new toilet building located at 13825 River Road, Luling, LA. Architect Project No. 1907R.

ARTICLE 2. ARCHITECT

The Project has been designed by Campo Designs – Architects who is hereinafter called ARCHITECT and who will assume all duties and responsibilities and have the rights and authority assigned to ARCHITECT in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 The Contractor shall complete all of the Work under the Contract within 90 calendar days from the date of the Notice to Proceed.
- 3.2 Liquidated Damages - OWNER and CONTRACTOR recognize that the OWNER will suffer direct financial loss if Work is not completed within the Contract times specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, CONTRACTOR and Surety agree to forfeit and pay OWNER as liquidated damages for delay (but not as a penalty) the amount of \$ 500. for each calendar day that expires after the Contract Time specified in Paragraph 3.1 for final completion and ready for final acceptance until the Work is completed. These amounts represent a reasonable estimate of OWNER's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed



that the CONTRACTOR by his mere failure to complete the work on or before the date specified shall be deemed in default

#### ARTICLE 4. CONTRACT PRICE

**CONTRACT PRICE:** The amount to be paid to the Contractor by the Owner for completion of all work hereunder is: (\$146,890 .) One Hundred Forty-six Thousand Eight Hundred Ninety Dollars based on Base Bid as specified within this contract document. Contract price is firm and subject only to modification by written change order agreed to by both parties.

#### ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the Architect as provided in the General Conditions.

- 5.1 Progress payments. OWNER shall make progress payments which exceed \$5,000 on account of the Contract price on the basis of CONTRACTOR's Applications for Payment, as recommended by the ARCHITECT, on or about the thirtieth (30th) day following receipt by the OWNER. Applications for Payments less than \$5,000 shall be accumulated until the next payment period or until final payment.

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

- 5.2 Retainage. Retainage shall be withheld and payments will be made by the OWNER in the payment amount of: 1) ninety percent (90%) of the approved payment applications for projects with contract prices of less than \$500,000; or 2) ninety-five percent (95%) of the approved payment applications for the projects with contract prices of \$500,000 or greater.
- 5.3 Final Acceptance and Final Payment. Upon the final completion of all Work, the CONTRACTOR may request a final inspection and may make a final Application for Payment as provided by Paragraph 14.12 of the General Conditions, upon the OWNER's certificate of final acceptance.

Final acceptance of the Work, based upon the certificate of final acceptance, shall be by resolution of the Council of the Parish of St. Charles.

When substantial completion is granted by the Owner, the Certificate of Substantial Completion is then transmitted to the Contractor for filing with the recorder of mortgages of the Parish of St. Charles. This begins the not less than forty-five (45) day lien period as prescribed for Public Works by Louisiana Revised Statutes 38:2242.

At the expiration of the lien period it is the CONTRACTOR's responsibility to obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is

clear of any liens or privileges, and said certificate shall be presented to the OWNER for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

#### ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, CONTRACTOR has or will obtain or perform at no additional cost to the OWNER such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by CONTRACTOR for such purposes.

#### ARTICLE 7. CONTRACT DOCUMENTS

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

- 7.1 Agreement
- 7.2 Construction Performance and Payment Bond and Insurance Certificates
- 7.3 Advertisement for Bids
- 7.4 CONTRACTOR's Bid Form
- 7.5 Addenda Number 1

00500\_rev2

00500-3

- 7.6 Contract documents bearing the general title "New Toilet Building West Bank Bridge Park" dated October 25, 2012 (revised date).
- 7.7 Drawings, consisting of a cover sheet dated October 25, 2012 and the sheets listed on that cover sheet, each sheet bearing the following general title:  
  
"New Toilet Building West Bank Bridge Park RE-BID".
- 7.8 General Conditions
- 7.9 General Conditions, pages 1 through 40 (Section 00700) of the AIA 201 – 2007. Those General Conditions are to be referred to in the agreement and contract as GEN.CONDITIONS.

There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

#### ARTICLE 8. MISCELLANEOUS

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

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

OWNER: Parish of St. Charles

CONTRACTOR: Bill Ward Builders, LLC

By \_\_\_\_\_

V. J. St. Pierre, Jr., Parish President

Title \_\_\_\_\_

By \_\_\_\_\_

William Ward, Owner/Manager

Title \_\_\_\_\_

Attest \_\_\_\_\_

Attest \_\_\_\_\_

END OF SECTION

2012-0449

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PARKS & RECREATION)

ORDINANCE NO. 13-1-7

An ordinance to approve and authorize the execution of Agreement between St. Charles Parish and Meyer Engineers, Ltd. to provide design services for the new Parks and Recreation Equipment Building at 131 Manor Road in Luling.

WHEREAS, the Parish desires to engage Meyer Engineers, Ltd. to provide design services for the Parks and Recreation Equipment Building at 131 Manor Road in Luling, as per the Scope of Work dated December 6, 2012; and,

WHEREAS, it is the desire of the Parish and Meyer Engineers, Ltd., to enter into an agreement for said services.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Agreement between Meyer Engineers, Ltd. and St. Charles Parish for the new Parks and Recreation Equipment Building is hereby approved.

**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: SCHEXNAYDRE, FAUCHEUX, WILSON, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER  
NAYS: NONE  
ABSENT: NONE

And the ordinance was declared adopted this 7th day of January, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wendy Benedetto  
SECRETARY: [Signature]  
DLVD/PARISH PRESIDENT: 1-9-13  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: [Signature]  
RETD/SECRETARY: 1-9-13  
AT: 10:05 am RECD BY: [Signature]



AIA Document B141

# Standard Form of Agreement Between Owner and Architect

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

## AGREEMENT

made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_

**BETWEEN** the Owner: **St. Charles Parish**  
*(Name and address)* P.O. Box 302  
Hahnville, LA 70057

and the Architect: **Meyer Engineers, Ltd.**  
*(Name and address)* P.O. Box 763  
Metairie, LA 70004

For the following Project:  
*(Include detailed description of Project, location, address and scope.)*

St. Charles Parish Department of  
Parks and Recreation Equipment Building  
131 Manor Rd.  
Luling, LA 70057  
A/E Project No. 20-1267

The Owner and Architect agree as set forth below.

Copyright 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

# TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

## ARTICLE 1

### ARCHITECT'S RESPONSIBILITIES

#### 1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

## ARTICLE 2

### SCOPE OF ARCHITECT'S BASIC SERVICES

#### 2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

#### 2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

#### 2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program,

schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

#### 2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

#### 2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

#### 2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work, unless extended under the terms of Subparagraph 10.3.3.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or

quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.



2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

### ARTICLE 3

#### ADDITIONAL SERVICES

##### 3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

##### 3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

##### 3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

##### 3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

3.4.10 Providing detailed estimates of Construction Cost.

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

#### **ARTICLE 4**

##### **OWNER'S RESPONSIBILITIES**

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.

4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating sub-soil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

**ARTICLE 5**  
**CONSTRUCTION COST**

**5.1 DEFINITION**

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

**5.2 RESPONSIBILITY FOR CONSTRUCTION COST**

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;

- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**ARTICLE 6**

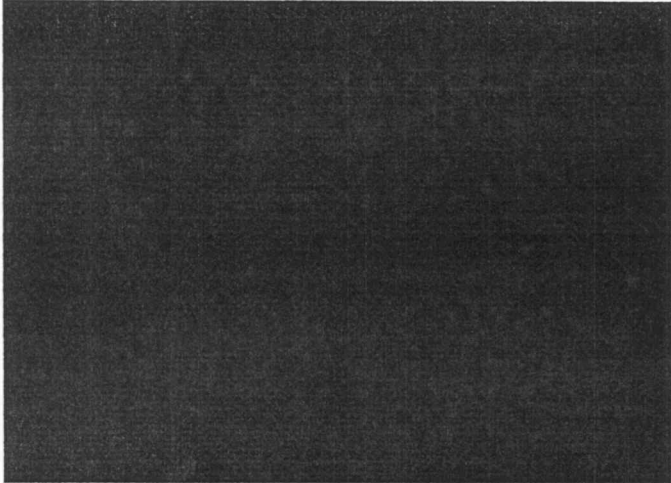
**USE OF ARCHITECT'S DRAWINGS,  
SPECIFICATIONS AND OTHER DOCUMENTS**

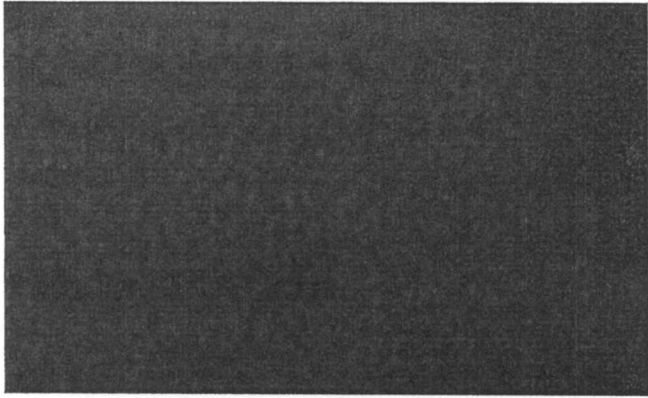
6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

**ARTICLE 7**

**ARBITRATION**





**ARTICLE 8**

**TERMINATION, SUSPENSION OR ABANDONMENT**

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:

- .1 Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the predesign, site analysis, or Schematic Design Phases; or

- .2 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or
- .3 Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

**ARTICLE 9**

**MISCELLANEOUS PROVISIONS**

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

## ARTICLE 10

### PAYMENTS TO THE ARCHITECT

#### 10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

#### 10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents.

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

10.2.1.6 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

#### 10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

#### 10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

#### 10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

#### 10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

## ARTICLE 11

### BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

#### 11.1 AN INITIAL PAYMENT of **None**

shall be made upon execution of this Agreement and credited to the Owner's account at final payment. Dollars (\$ \_\_\_\_\_ )

#### 11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

*(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)*

Based on the State of Louisiana Facility, Planning and Control curve relative to the final construction amount.

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

*(Insert additional phases as appropriate.)*

Schematic Design	twenty percent (20%)
Design Development	ten percent (10%)
Construction Documents	forty-five percent (45%)
Bidding	five percent (5%)
Construction	fifteen percent (15%)
Construction Close Out	five percent (5%)
<hr/>	
Total Basic Compensation:	one hundred percent (100%)

### 11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

Based on the firm's current general rates.

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Additional Services, but excluding services of consultants, compensation shall be computed as follows:

*(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)*

Based on the firm's current general rates. Additional services will be as follows:

Topographical Survey (EST) (NTE)	\$8,000	Geotechnical Report (EST) (NTE)	\$6,000
Building Permit Review Application Fee (EST) (NTE)	\$1,600	Fire Marshal Plan Review Fee (NTE)	\$20
Testing (2% of Const. Cost) (EST)	\$10,000	Detail Cost Estimate (if required)	TBD
Base Flood and Slab Elevation Certificate (EST) (NTE)	\$500	Interior Design (if required)	TBD
Building Construction Benchmark Certificate (EST) (NTE)	\$500		

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of **one and one-tenth** ( **1.10** ) times the amounts billed to the Architect for such services.

*(Identify specific types of consultants in Article 12, if required.)*

### 11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of **one and one-tenth** ( **1.10** ) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

### 11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within **twelve** ( **12** ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable **within thirty** ( **30** ) days from the date of the Architect's invoice. Amounts unpaid **sixty** ( **60** ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of interest agreed upon.)* **6%**

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

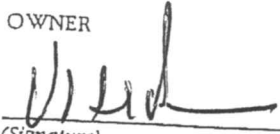
**ARTICLE 12  
OTHER CONDITIONS OR SERVICES**

*(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)*

Based on a mutually agreed upon Not-to-Exceed amount for each required service including topographic survey, geotechnical, permit application fee, resident inspection, testing, furniture, fixtures and equipment services (if required), flow test, and coordinate with environmental consultant or contractor .

This Agreement entered into as of the day and year first written above.

OWNER




*(Signature)*

V.J. St. Pierre, Jr., Parish President

*(Printed name and title)*

ARCHITECT

  
*(Signature)*

Richard C. Meyer, President

*(Printed name and title)*