



**ST. CHARLES PARISH, LOUISIANA**  
**REQUEST FOR QUALIFICATIONS**

**Name of Project: Hahnville Branch Library Architectural Services**

**Date: October 12, 2023**

St. Charles Parish Library (hereafter referred to as the Library) desires to obtain Request for Qualifications for Architectural Design Services for New Construction of St. Charles Parish Library Hahnville Branch. As provided below, it requests proposals from experienced firms to provide the needed services.

**INSTRUCTIONS:** Respondent **shall** submit the following to:

**St. Charles Parish Library**  
**ATTN: Leann Benedict**  
**160 W. Campus Drive**  
**Destrehan, LA 70047**

**Responses are due on Friday, November 17, 2023 no later than 10:00 AM CST and should include:**

- a. Three (3) signed hardcopies of the RFQ Response in a sealed envelope, marked Hahnville Branch Library Architectural Services.
- b. Enclose a signed cover letter including the company's name, address, and primary contact for the proposal. The primary contact information shall include submitter name, telephone, and email address.
- c. Proposers must complete all required attachments (see *RFQ Proposal and Submission Requirements* on pages 5-6)

Proposals should clearly demonstrate the Respondent's qualifications to perform the needed services and attend all factors applicable in a professional relationship. Proposals should include detailed resumes or curricula vitae for the principals performing the services. Copies of the solicitation and related information are available from [www.myscpl.org](http://www.myscpl.org).

The Library will not accept proposals submitted by fax or electronically. All proposals **must be received** by the Library on or before the Delivery Deadline. The Library will not accept proposals delivered after the said deadline. The Library will not credit delivery claims not clearly documented by original receipt.

Should it be necessary, a short list of firms may be required to interview. Dates and parameters will be communicated should interviews be required.

**ANTICIPATED PROPOSAL TIMETABLE (Dates Subject to change):**

Issue RFQ in official advertising publications	October 12, 2023
Deadline for written questions and clarifications on the RFQ	10:00 AM November 3, 2023
Deadline for submission of Statements of Qualifications	10:00 AM on November 17, 2023
Owner completes qualification evaluation to establish a shortlist of firms. Owner notifies shortlisted firms and schedules interviews (if required).	December 3, 2023
Complete interviews of short-listed firms	December 21, 2023
Presentation to Library Board of Control by one or more architectural candidates	6:00 PM January 16, 2024
Notify selected Design firm, begin contract negotiations	January 2024
Submit Contract to Parish Council for Approval	January/February 2024
Project completion and occupancy	2026

After the selection of the architectural firm is completed, it is the Library’s anticipation that a proposed timeline will be provided by the selected firm for Library’s approval.

If the Library identifies a likely service provider, it may negotiate a final agreement with the Architect and fix the relationship by contract. The contract will contain the standard provisions shown in **Exhibit B**.

By responding to the RFQ, respondent agrees to the Library’s required provisions as provided in **Exhibit B** and therefore waives any future right to contest the required provisions.

1. **Services Needed:** See **Exhibit A** for a detailed description of services requested.
2. **Evaluation:** Each proposal to the RFQ must be evaluated by the Library.
3. **Evaluation Criteria and Selection:**  
St. Charles Parish Library will evaluate each RFQ submitted based on responsiveness to the project’s needs. The Library will take into account the professional nature of the services to be rendered. While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award **will not** be based on price alone, nor will it be based solely upon the lowest fees submitted. If the Library recommends the award of a contract to an Architect, it will be to the Architect who is responsive to all administrative and technical requirements of the RFQ, and who has demonstrated competence and has professional qualifications for the type of services required.

Evaluation criteria shall include:

- Experience with similar projects to that being advertised, particularly experience with public libraries.
- Experience and knowledge of Louisiana public bid law and local codes and regulations as it pertains to construction of a public building.
- Experience and knowledge of the CMAR (Construction Management at Risk) process.
- Ability to perform the services as reflected by workload and the availability of adequate personnel, financial resources, equipment, and facilities to perform the services expeditiously.
- Past performance as reflected by the evaluation of others who have retained the services of the Architect with respect to factors such as control of costs, quality of work, and an ability to meet deadlines.
- Familiarity and understanding of the physical limitations or constraints associated with the project's geographic location.
- Demonstration of an understanding of the project's program requirements and special concerns.
- Firm's proximity to St. Charles Parish.
- Interview presentation, if required.

### **Shortlist**

The Library at its sole discretion may recommend a selection of Respondents for a short list based on overall ranking.

During the review of any proposal, the Library may:

- Conduct reference checks with any or all of the references cited in a Proposal to verify any and all information, and rely on or consider any relevant information from such cited references in the evaluation of Proposals;
  - Seek clarification of a Proposal from any or all Respondents and consider such supplementary information in the evaluation of Proposals;
  - Request interviews/presentations with any, some, or all Respondents or Team Members to clarify any questions or consideration based on the information included in the Proposals during the evaluation process and consider any supplementary information from interviews/presentations in the evaluation.
4. **Method of Award:** The Library reserves the right not to accept any Proposal, or to reject any or all Proposals, and to waive defects or irregularities in a Proposal. In particular, any alteration, erasure, or interlineation of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to rejection by the Library.

Awarding of the contract **will not be based solely on the highest score received** following the evaluation by the Library. The Library reserves the right to select any submitted proposal that it deems is in the best interest of the St. Charles Parish Library.

5. **Ownership:** All proposals and/or documentation submitted therewith are Library property for all purposes. Respondents will clearly mark documents or information claimed exempt from public records disclosure and specifically justify the exemption. The Library will not credit any blanket exemption claims lacking specific jurisdiction. The Library does not guarantee the confidentiality of submissions.
6. **Effect:** This RFQ and any related discussions or evaluations by anyone create no rights or obligations whatsoever. The Library may cancel or modify this solicitation at any time at will, with or without notice. The contract executed by the Library and the selected Respondent, if any, is the exclusive statement of rights and obligations extending from this solicitation.
7. **Point of Contact:** All correspondence and other communications regarding this procurement should be directed to the attention of Leann Benedict, Library Director

Substantive questions must be submitted by Respondents in writing to the person at the address provided above or emailed to **LibraryBoard.Secretary@myscpl.org** no later than **10:00 AM on November 3, 2023**

Any request received after that time may not be reviewed for inclusion in this RFQ. The request shall contain the requester's name, address, e-mail address, and telephone number.

The Library Director will issue a response to any inquiry if it deems it necessary, by written addendum to the RFQ, posted on the Library's website, and issued prior to the RFQ's Delivery Deadline. The Respondents shall not rely on any representation, statement, or explanation other than those made in this RFQ or in any addenda issued. Where there appears to be a conflict between the RFQ and any addendum issued, the last addendum issued will prevail.

From time of advertising, and until the final award, there is a prohibition on communication by Respondents (or anyone on their behalf) with the Library staff. This does not apply to oral communications at Pre-Proposal conferences, oral presentations before the Library, contract negotiations, or communications at any time with any Library employee or elected or appointed official regarding matters not concerning this RFQ.

Breaking the established prohibition on communication may result in a disqualification of the proposal.

8. **Proposal Review:** The Library will evaluate each proposal submitted. The Library will make every effort to administer the proposal process in accordance with the terms and dates discussed in the RFQ. However, the Library reserves the right to modify the qualification process and dates as deemed necessary.

The Library may request online demonstration of specific vendors' solutions prior to the qualifications review completion date. Respondents should be prepared to provide such a demonstration in a timely fashion.

9. **Required Exhibits: Proposers are required to complete the following Exhibits and submit along with their hardcopy Proposal submission:**

- Exhibit C – Non-Collusive and Non-Solicitation Affidavit;

All other Exhibits are supplied by the Library as information. The following Exhibits will only be requested for the successful Proposer prior to obtaining a contract:

- Exhibit D – Attestation Clause;
- Exhibit E – Employment Status Verification Affidavit.

**FAILURE TO COMPLETE THE REQUIRED EXHIBITS MAY RESULT IN THE DISQUALIFICATION OF A PROPOSAL.**

10. **RFQ Proposal and Submission Requirements:**

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposals should include all of the following:

1) **Title Page**

Show the RFQ Project Name, the name of your firm, address, email address, telephone number(s), fax number(s), name of contact person, and date.

2) **Table of Contents**

Clearly identify the materials by section, page number, and tabs.

3) **Letter of Transmittal (Limited to One Page)**

Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your firm, their title, address, email address, telephone number(s) and facsimile number(s).

4) **Non-Collusive and Non-Solicitation Affidavit (Exhibit C)**

5) **Proposal Contents**

Proposals should contain a clear and comprehensive response to all requirements/questions in the order contained below.

**A. Experience and Qualifications:**

- 1) The name of the firm and location of all its offices, specifically indicating the principal place of business.
- 2) A brief history of the firm and the range of services offered.
- 3) The age of the firm, the total number of years of experience providing architectural services.
- 4) The education, training, experience, licensing, and qualifications of members of the firm and key employees for this project, including the individual(s) who will perform the work.
- 5) Experience and knowledge of the CMAR (Construction Management at Risk) process.
- 6) Names of at least three (3) clients who may be contacted for references. Public library client references preferred, if possible.
- 7) Resolution proceedings that the Architect or firm has been involved in with an Owner within the past five (5) years.
- 8) To be considered responsive to the requirements of this RFQ, the Architect shall provide verifiable evidence that the firm, personnel, and associated consultants are appropriately licensed in the State of Louisiana and meet all the requirements and qualifications required by law.
- 9) St. Charles Parish Library reserves the right to request additional information which, in its sole opinion, is necessary to assure that the Architect's competence, business organization, and financial resources are adequate to perform the work described herein.

**B. Design Schedule:**

- 1) The firm shall provide information regarding its present and projected workload through the next 12 months.
- 2) Proposed project schedule showing critical dates and other information in sufficient detail for the selection committee to determine the feasibility of the time frames indicated.

**C. Cost Proposal:**

The firm shall include proposed cost of all architectural services for this project.

## 11. **Insurance:**

The successful proposal shall be required to produce the following:

- 1.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 1.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 1.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 1.4 Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors shall be subject to all the requirements stated herein.
- 1.5 Consultant shall secure and maintain at its expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 1.6 St Charles Parish Library shall be named as an additional insured on general liability insurance policies.
- 1.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 1.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish Library for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 1.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

# **EXHIBIT A**

**RFQ FOR ARCHITECTURAL DESIGN SERVICES FOR  
NEW CONSTRUCTION OF ST. CHARLES PARISH LIBRARY HAHNVILLE  
BRANCH  
15090 RIVER ROAD IN HAHNVILLE, LOUISIANA**



**ARCHITECTURAL DESIGN SERVICES FOR  
NEW CONSTRUCTION OF ST. CHARLES PARISH LIBRARY HAHNVILLE  
BRANCH  
15090 RIVER ROAD IN HAHNVILLE, LOUISIANA**

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**GENERAL SCOPE OF SERVICES**

St. Charles Parish Library requests proposals from qualified Architectural Firms who are interested in providing integrated design and engineering consulting services for the construction of a new Hahnville Branch Library. The Library intends to hire an architect to develop a plan for this project. The architect will provide full architectural services including schematic designs, design development documents, construction documents, bidding, and full construction administration. The architect will also be responsible for landscaping design and furniture, fixtures, and equipment.

The services to be provided would include, but are not limited to:

- Work closely with library administrators on conceptual planning, schematic designs, and design development, taking into consideration results from the library's *Hahnville Branch Community Input Survey* done in 2022.
- Create plans and documents to be used in the bidding for construction project.
- Assistance with selection and procurement of furniture, fixtures, and equipment.
- Manage and oversee the bidding process and selection of the construction company.
- Provide management and oversight during construction and approval of the completed project for acceptance.
- Ensure compliance with applicable local, state, and federal laws, codes, and standards.
- Attend public meetings to present concepts of design to the public, the Library Board of Control, and the Parish Council when requested.

**BACKGROUND**

The Library is undertaking the new build of its Hahnville Branch, on property located at 15090 River Road in Hahnville, Louisiana, which is the parish seat. The property is an irregularly shaped lot containing approximately 243,034 SF (5.8 acres) bordering River Road and extending back to the Mississippi River levee. The site is near a complex of local government buildings including the Office of Motor Vehicles, Emergency Operations Center, and Courthouse. The property is owned by the St. Charles Parish government and managed by the St. Charles Parish Library (see Exhibit 1A for additional property description – please note that all building structures have been removed). The Library anticipates utilizing either a competitive bidding

process to establish the General Contractor following public bid law or the CMAR (Construction Management at Risk) process.

## **PROJECT SCOPE**

The total square footage of the new building is anticipated to be 10,000 – 15,000. The estimated budget for the entire project, including all architectural and design fees; constructions costs; and furniture, fixtures, and equipment is \$6,000,000.00.

The new Hahnville Branch will have some features that will make it unique in our library system. This location is adjacent to the levee path and will have dedicated green space with interactive features and an area to host outdoor events. There will be a local history room. Space should be flexible and capable of heavy technology use to support future unforeseen uses. Consideration should be given to an open floor plan, and shelving and furniture that can be moved easily to create a variety of configurations. One area should be capable of transforming to accommodate initiatives such as a makerspace, small business center, or adult learning center. This library will be less a house of books and more a community space for exploring, learning, creating, and connecting.

The Library is open to designs that will achieve the following major objectives:

- Create a contemporary and welcoming building that supports our mission to empower our community to explore, learn, create, and connect.
- Design a beautiful and interactive outdoor green space that adds value to the community and encourages public use.
- Provide flexible interior space that encourages patrons of all ages, families, and groups to browse the collection, read, work, visit, and collaborate.
- Provide distinct areas within the library that appeal to children, teens, and adults, where they feel comfortable being alone or interacting with peers.
- Provide interior and exterior spaces for the library to host programs and special events for the community.
- Provide study rooms for individuals and small groups for quiet areas to study or meet.
- Create a local history room where patrons can research genealogy and attend speaking events.
- Provide the capability for heavy technology use.
- Provide ample office and workspace for multiple departments, including administrative departments that may be relocated here.
- Provide access to the levee path for patrons visiting the library by walking, running, or riding bicycles.

## **BUDGET**

The project's budget is approximately \$6,000,000.00 which includes architectural and engineering fees, building cost, site work, topographical and soil engineering, as well as furniture, fixtures, and equipment. The Library has procured full funding for this project.

## **DISQUALIFICATION OF PROPOSER**

Architects may be disqualified and their proposals disregarded for reasons which include but are not limited to the following:

- 1) The Library has reason to believe that the Architects have engaged in collusion.
- 2) The Architect being associated with any litigation against any party to the proposal.
- 3) The Architect is in arrears on any existing contract or has defaulted on a previous contract.
- 4) The Architect has uncompleted work, which in the judgment of the Library, will prevent or hinder the prompt completion of this construction project, if it were awarded to the Architect.

## **NON-RESPONSIVE PROPOSALS**

An Architect that fails to respond to any request for information may be deemed non-responsive and its proposal may not be considered for the award.

## **REJECTION OF PROPOSALS/TERMINATION OF PROCESS**

St. Charles Parish Library reserves the right (a) to terminate the proposal process at any time; (b) to reject any or all proposals; (c) to change the schedule and dates for responses, interviews, and other dates; and (d) to waive formalities and minor irregularities in the proposals received. The Library further reserves the right to conduct a pre-award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the Library to be necessary for the successful performance of the contract. The Library further reserves the right to cancel or amend this RFQ at any time and will attempt to notify recipients accordingly.

## **QUESTIONS OR CLARIFICATION**

Submit all questions, inquiries, or requests for clarification about the project in writing to [LibraryBoard.Secretary@myscpl.org](mailto:LibraryBoard.Secretary@myscpl.org).

# Exhibit 1A: Additional Property Description

## SITE DATA (from appraisal 6/7/2021)

### General Description:

Subject site is located on the east side of River Road just north of Courthouse Lane in Hahnville, LA. The site is legally described as Tract C-2A being located in Sections 18 & 22, Township 13 South, Range 20 East, St. Charles Parish, LA. The site is irregular in shape and is calculated to contain 243,034 SF.

The lot fronts 234.14' directly along River Road with an initial depth along its northern boundary of 327.48' then a 2nd frontage along the River Road Street side of 160.00' then a 2nd depth along its northern side of 428.61' with a width in the rear of 470.85' and a depth along its southern side of 756.61'.

### Streets:

Subject site has primary street access from River Road. River Road is a 2-lane bi-directional thoroughfare which parallels the course of the Mississippi River extending from the I-310 interchange in a predominantly northwest direction through Hahnville and St. Charles Parish to St. John the Baptist Parish. This is a light to moderately traveled thoroughfare with limited traffic counts and good surrounding demographics. River Road is an asphalt paved thoroughfare with limited shoulders, sub surface drainage, and some above ground light poles.

As stated previously, the subject is located just north of Courthouse Lane. Courthouse Lane extends along both sides of River Road with the east bound portion extending 0.19 mile into the St. Charles Parish Courthouse Complex and the west bound portion basically acting as a private driveway extending 0.08 mile to the subject improvements. At the subject property, Courthouse Lane is not a public thoroughfare and is basically a gravel driveway leading from River Road westbound back to the subject improvements.

### Utilities:

Public utilities available to the subject site include telephone, electricity, and public water and sewerage lines.

### Site Servitudes/Easements:

The appraiser was provided with a recent survey of the subject site as well as an older legal description. Utilizing the available information as well as a physical inspection of the site, there appears to be only typical easements, encroachments, and/or servitudes presently affecting the subject property.

Note: At present, the subject's main access is via a dirt/gravel driveway which is reportedly situated on an adjacent property. The owner has reportedly given the subject property user/owner the right to utilize the driveway so long as they maintain it. The appraisers have not been given a copy of this arrangement. Further, according to St. Charles Parish, the Courthouse Lane right of way has been revoked by the parish and is no longer subject to any parish street regulations (See

addendum). Based on the existing landscape, there does not appear to be any significant difficulties with arranging for the completion of a dirt/gravel driveway along the subject's southern boundary line. For purposes of this appraisal, no adverse site conditions concerning access are considered to exist (See extraordinary Assumption – Page 6).

In addition to the Courthouse Lane driveway, the survey indicates a 50' access servitude which allows access to the Family Dollar retail store. According to the subject property owner, the existing servitude is half on his property with half being on the Family Dollar property with both parties responsible for maintaining the servitude. It should be noted that the appraisers have not been provided with any legal documents verifying this statement.

**Flood Zone:**

FEMA designated Flood Zone "X500" - which is not classified as a Flood Hazard Area by FEMA (Panel No. 2201600125C revised June 16, 1992). Properties located within this flood zone designation typically do not require flood hazard insurance.

**Land Use Zoning:**

Subject site is currently zoned C-2, General Commercial District. This is a generally liberal commercial district allowing for any use from the C1 district. An office building is considered a legal use within this designation.

**PROPERTY DESCRIPTION (from Real Estate Closing Documents 11/5/2021)**

THAT CERTAIN LOT OR PORTION OF GROUND, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in Sections 18 and 22, Township 13 South, Range 20 East, designated as TRACT C-2A on that certain Survey Plat and Resubdivision by Riverlands Surveying Company, dated December 7, 2016, and recorded at COB 844, Page 744, which bears the dimensions depicted thereon, which are incorporated herein by reference and made a part hereof.

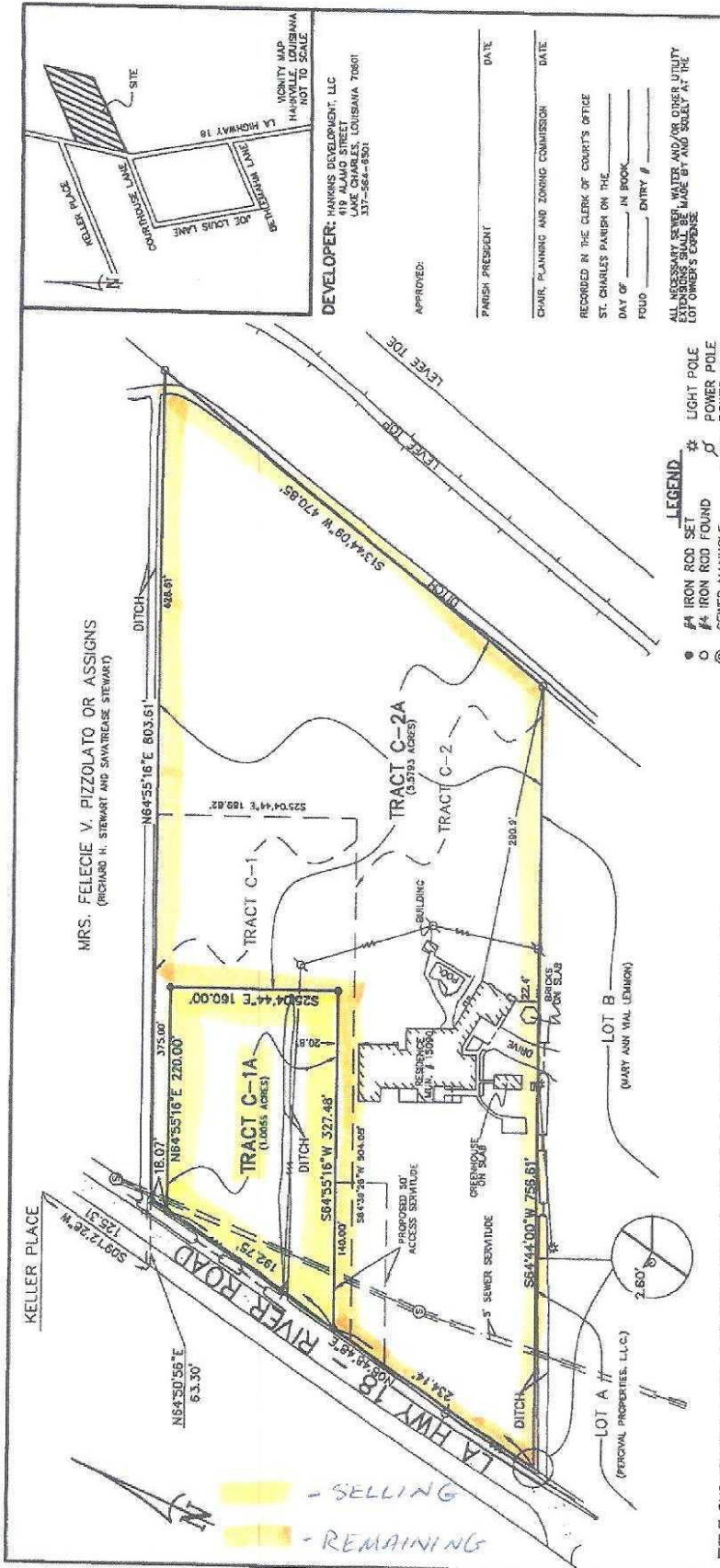
Improvements thereon bear the Municipal No. 15090 River Road, Hahnville, LA 70057

Being a portion of the same property acquired by seller herein by Credit Sale dated January 25, 2008 recorded in COB 707, folio 211 in the official records of St. Charles Parish, LA.

The above-described property is subject to the following:

1. Reservation of the ownership and rights to any batture between the Mississippi River and the rear property line of the above-described property.
2. Exclusion of any interest in the former Courthouse Street of the former High School Subdivision whose 1930 dedication was revoked and abandoned by Ordinance No. 07-12-13 of the St. Charles Parish Council on December 17, 2007, registered in COB 705, folio 203.

3. Exclusion of any right or interest in the servitude of passage on the property adjacent to and on the lower side of the property herein described. The servitude is shown on the survey of R.P. Bernard, Surveyor, dated July 30, 2004, registered in COB 664, folio 106.
4. Deed restriction dated May 3, 2017 and recorded in COB 846, folio 493.
5. Predial Servitude recorded in COB 846, folio 496 creating an access servitude in favor of the adjoining Tract C-IA.
6. 5' sewer line and apparent ditch/drainage servitudes as shown on the above-referenced Plan of Resubdivision.
7. Seller hereby reserves and retains unto itself, its successors and assigns, all of the oil, gas and other minerals in, on or under the above-described property herein conveyed, and all rights to explore for, capture and produce all such oil, gas and other minerals, and all royalty rights therefor, and all rights to grant any and all oil, gas and mineral leases, provided, further, that all said oil, gas and other minerals shall be exploited and produced only through offsite, directional methods and no mineral exploration, testing, drilling, storage, transportation or production activities shall be conducted on the surface of the property herein conveyed.
8. Any outstanding mineral conveyances, mineral reservations, mineral releases, mineral servitudes and any existing easements, servitudes, rights of ways, and leases of any nature or kind whatsoever, of record and in existence.
9. Encroachments, boundary disputes, overlaps, rights of parties in possession, servitudes, and other adverse matters, if any, as would be disclosed on a current, accurate survey and inspection of the subject property.



MRS. FELECIE V. PIZZOLATO OR ASSIGNS  
(RICHARD H. STEWART AND SAVATRIDE STEWART)

*- SELLING*  
*- REMAINING*  
*COLLATERAL*

TITLE: SURVEY PLAT AND RESUBDIVISION OF TRACT C-1 & TRACT C-2 OF THE JAMES P. VIAL ESTATE INTO TRACTS HEREIN DESIGNATED AS TRACT C-1 AND TRACT C-1A AND TRACT C-2A OF THE JAMES P. VIAL ESTATE SITUATED IN SECTIONS 18 & 22, T-13-S, R-20-E, HARRISVILLE, ST. CHARLES PARISH, LOUISIANA.

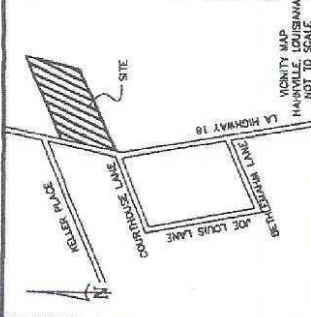
DATE: DECEMBER 7, 2016

SURVEY REFERENCE: SURVEY PLAT AND RESUBDIVISION OF TRACT C OF THE JAMES P. VIAL ESTATE INTO TRACTS HEREIN DESIGNATED AS TRACT C-1 AND TRACT C-2 OF THE JAMES P. VIAL ESTATE BY STEPHEN P. FLYNN, P.L.S., DATED SEPTEMBER 25, 2011.

BASIS OF BEARING: TAKEN FROM REFERENCED SURVEY PLAT.

FLOOD NOTE: THE SURVEYED PARCEL IS IN ZONE "X" PER FEDERAL INSURANCE RATE MAP NUMBER 22016-0125C DATED 1/16/1992.

SURVEYOR'S NOTES:  
 A. THIS PLAT IS CORRECT AND IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF THE UNDERSIGNED AND COMPLES WITH THE REQUIREMENTS OF LOUISIANA'S SURVEYING ACT OF 1984 AND THE REQUIREMENTS OF THE NATIONAL BOARD OF SURVEYING AND MAPPING FOR CLASS B SURVEY.  
 B. NO TITLE OPINION WAS PROVIDED TO THIS DATE. THE EXISTENCE OF OTHER SURVIVANCES OR ENCUMBRANCES WHICH MAY EXIST OTHER THAN THOSE SHOWN ON THIS PLAT IS NOT THE RESPONSIBILITY OF THE SURVEYOR.  
 C. MINIMUM SETBACK LINES AND SERVITUDES SHOWN ARE BASED ON THE REFERENCED SURVEY PLAT. THE APPROPRIATE PARISH AUTHORITY OR NEIGHBORHOOD REGULATORY BOARD SHOULD BE CONSULTED FOR FINAL DETERMINATION.



DEVELOPER: HARRIS DEVELOPMENT, LLC  
 419 ALAMO STREET  
 HARRISVILLE, LOUISIANA 70601  
 337-584-6801

APPROVED: \_\_\_\_\_ DATE \_\_\_\_\_  
 PARISH PRESIDENT  
 CHAIR, PLANNING AND ZONING COMMISSION  
 DATE \_\_\_\_\_  
 RECORDED IN THE CLERK OF COURT'S OFFICE  
 ST. CHARLES PARISH ON THE \_\_\_\_\_  
 DAY OF \_\_\_\_\_ IN BOOK \_\_\_\_\_  
 FOLIO \_\_\_\_\_ ENTRY # \_\_\_\_\_

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

**PRELIMINARY**  
 STEPHEN P. FLYNN  
 P.L.S. I.A. ST. REG. NO. 4668

NOT TO BE USED FOR CONSTRUCTION  
 RECORDING OR AS THE BASIS FOR THE  
 SALES OR AS THE BASIS FOR THE  
 ISSUANCE OF A PERMIT

**RIVERLANDS SURVEYING COMPANY**  
 505 HEMLOCK STREET  
 LAPLACE, LA 70068  
 1-800-248-6882  
 885-652-6356

DRAWN BY: KFB DRAWING NO. 18786\_W02757\_RESUB

Google Maps 15090 River Rd



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, Map data ©2021 50 ft



### 15090 River Rd

- Directions
- Save
- Nearby
- Send to your phone
- Share

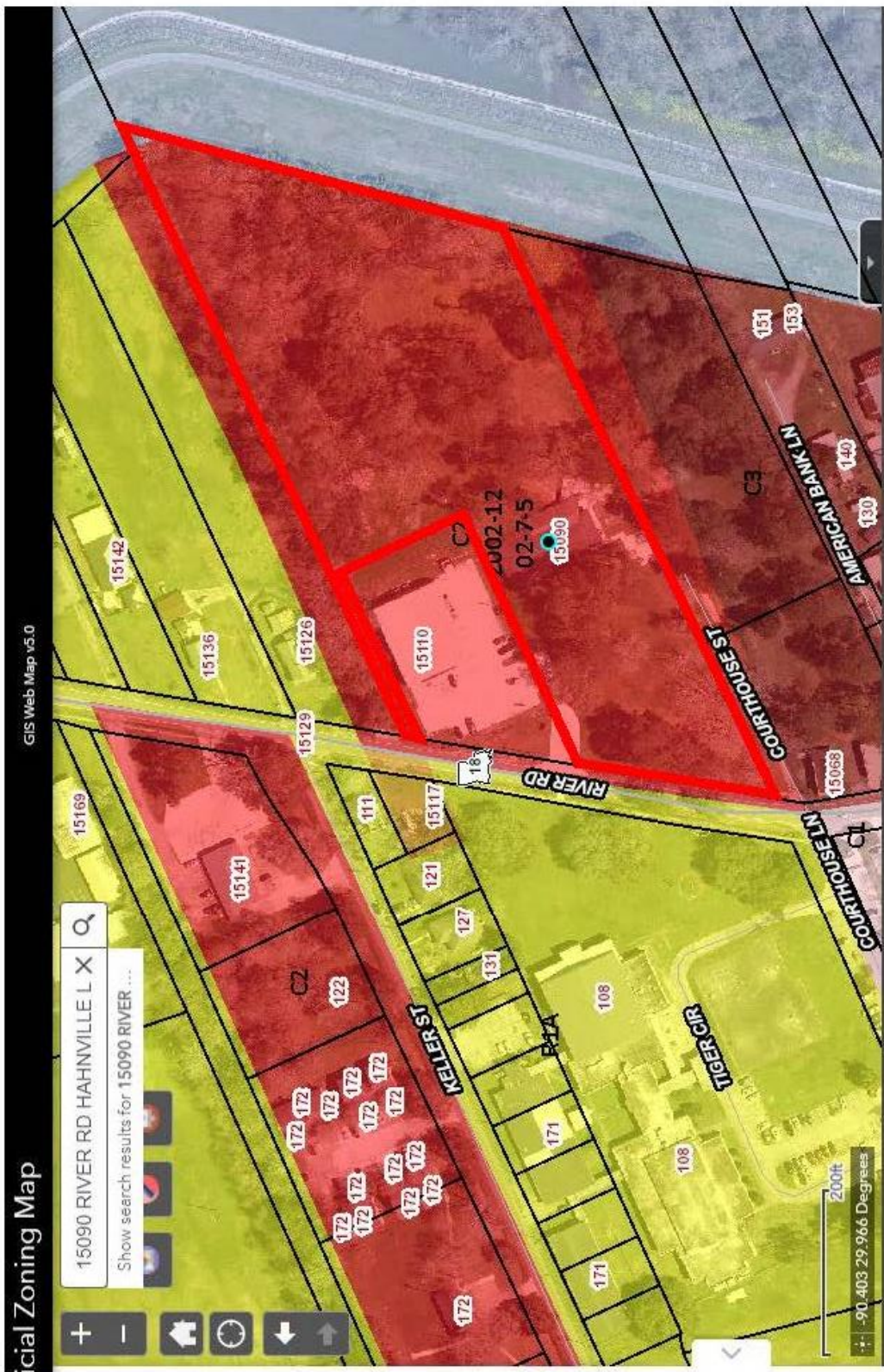
15090 River Rd, Hahnville, LA 70057

XH8W+88 Hahnville, Louisiana

#### Photos

<https://www.google.com/maps/place/15090+River+Rd,+Hahnville,+LA+70057/@29.9655977,-90.4045646,242m/data=!3m1!1e3!4m5!3m4!1s0x8620c...> 1/2











# **EXHIBIT B**

## **STANDARD PROFESSIONAL SERVICES CONTRACT**

**SAMPLE PROFESSIONAL SERVICES CONTRACT**  
**(Under \$250,000.00)**

THIS AGREEMENT made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2023 by and between ST. CHARLES PARISH LIBRARY acting herein by and through its Director, who is duly authorized to act on behalf of said Library, hereinafter called the OWNER, and \_\_\_\_\_, a Louisiana limited liability company acting herein by and through its duly authorized representative, \_\_\_\_\_, hereinafter called CONSULTANT. Whereas the Owner desires to employ a Consultant to perform work and services for the purposes of **(ENTER MAIN SCOPE OF WORK)** located at **(ENTER LOCATION)**.

**2.0 GENERAL TERMS**

The Owner agrees to employ the Consultant and the Consultant agrees to perform work and services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Consultant is authorized to begin work upon execution of this contract. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

This Agreement shall be effective for a period of \_\_\_\_\_ days beginning \_\_\_\_\_, and can be extended by written mutual agreement of the parties for additional 30 day terms.

The Consultant shall at all times during this Agreement maintain all applicable valid Louisiana contracting licenses necessary for the performance of the work and services.

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

**3.0 PROJECT AND SCOPE OF WORK**

3.1 The Owner hereby contracts with the CONSULTANT to perform all necessary work and services in connection with the Project as defined as follows:

**ENTER PROJECT NAME / MAIN PROJECT SCOPE**

3.2 The Project consists of the scope of services and work as defined in Exhibit "A" hereto.

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

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

#### **4.0 SERVICES OF CONSULTANT**

- 4.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant.
- 4.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional practice at the time and the place where the services are rendered.
- 4.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project if applicable.
- 4.4 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.

#### **5.0 OWNERSHIP OF DOCUMENTS**

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

## **6.0 SUPPLEMENTARY SERVICES**

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

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

## **7.0 DEFECTIVE WORK**

During such visits and on the basis of such observations, Owner may disapprove of or reject Consultant’s work while it is in progress if Owner believes that such work will not produce a completed Project that conforms generally to the scope of the work and services.

## **8.0 NOTICE TO PROCEED**

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

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

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

## **9.0 PAYMENTS**

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

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

9.3 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary practices, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant’s invoice. Consultant



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

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

## **10.0 BUDGET LIMITATIONS**

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

## **11.0 FUNDS**

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

## **12.0 TERMINATION OR SUSPENSION**

- 12.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 12.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed

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

- 12.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 12.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 12.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 12.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.

### **13.0 INSURANCE**

- 13.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 13.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 13.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 13.4 Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors shall be subject to all the requirements stated herein.
- 13.5 Consultant shall secure and maintain at its expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.

- 13.6 St Charles Parish Library shall be named as an additional insured on general liability insurance policies.
- 13.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 13.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish Library for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 13.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

#### **14.0 INDEMNIFICATION**

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

#### **15.0 WARRANTY**

- 15.1 Consultant warrants that it will perform its work and services with the degree of skill and to the standard of care required of its profession to meet all Federal, State and Local requirements.
- 15.2 If the work and services performed by Consultant do not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Contractor's failure to meet the standard of care in its work and services, Consultant will indemnify the Owner/Parish for Consultant's share of the costs incurred to bring the Project to the limitations mandated.
- 15.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

#### **16.0 EXCLUSIVE JURISDICTION AND VENUE**

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

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

CONTRACTOR further agrees to comply with all federal and state laws, including those identified in Attachment “D”.

## **17.0 BONDS**

17.1 Contractor when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplemental Instructions to Bidders (Section 00101) or other specific provisions of the Contract.

17.2 All bonds shall be written by a surety or insurance company currently on the U.S. Department of Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent (actor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date 10%) of policyholders' surplus as shown in the A.M. Best's Key Rating Guide. Company must have a registered agent in the State of Louisiana, as provided by La. R.S. 38:2218.

17.3 Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

17.4 If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

17.5 If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

17.6 Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

## **18.0 OTHER**

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified withing this

Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

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

WITNESSES:

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

ST. CHARLES PARISH LIBRARY

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

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

WITNESSES:

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

(CONTRACTOR NAME)

\_\_\_\_\_  
By: (AUTHORIZED MEMBER)  
Title

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

# **EXHIBIT C**

**NON-COLLUSIVE AND NON-SOLICITATION AFFIDAVIT**

**NON-COLLUSIVE AND NON-SOLICITATION AFFIDAVIT**

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is the \_\_\_\_\_ of  
(Owner, Partner, Officer, Representative or, Agent)  
\_\_\_\_\_, the Proposer, and that  
(Name of Company)

the Proposer has submitted the accompanying Proposal for the construction of the Contract for the East and West Bank Levee Seating Phase I and II Project of the Parish of St. Charles, Louisiana;

- (2) He is fully informed respecting the preparation and contents of the Proposal and of all pertinent circumstances respecting the Proposal;
- (3) The Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other company, firm, or person to submit a collusive or sham Proposal in connection with the Contract or Work for which the attached Proposal has been submitted; or to refrain from submitting a Proposal in connection with such Work; or have in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any company, firm, or person to fix the price or prices in the Proposal or the Proposal of any other company; or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other company; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees, or parties in interest, including this affidavit;

(6) That he has employed no one person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by him whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price to be received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the construction of the public building or project were in the regular course of their duties for him;

(7) This affidavit is executed in compliance with the provisions of La.R.S.38:2224.

Company \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, Louisiana

My commission expires \_\_\_\_\_

SEAL

END OF SECTION



# **EXHIBIT D**

## **ATTESTATION CLAUSE**

**ATTESTATION CLAUSE (PAST CRIMINAL CONVICTIONS OF CONTRACTORS)**

NAME OF PROJECT:

PROJECT NO. N/A

DATE OF PROPOSALS: \_\_\_\_\_

Apparer, as a proposed contractor on the above-entitled Public Works Project, does hereby attest that:

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the contracting entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- a) Public bribery (La.R.S.14:118)
- b) Corrupt influencing(La.R.S.14:120)
- c) Extortion (La.R.S.14:66)
- d) Money laundering (La.R.S.14:23)

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the contracting entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- a) Theft (La.R.S 14:67)
- b) Identity Theft (La.R.S 14:67.16)
- c) Theft of a business record (La.R.S 14:67.20)
- d) False accounting (La.R.S 14:70)
- e) Issuing worthless checks (La.R.S 14:71)
- f) Bank fraud (La.R.S14:71.1)
- g) Forgery (La.R.S 14:72)
- h) Contractors; misapplication of payments (La.R.S 14:202)
- i) Malfeasance in office (La.R.S 14:134)

\_\_\_\_\_  
Name of Contracting Entity

\_\_\_\_\_  
Name of Authorized Signatory of Contracting Entity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Signatory of Contracting Entity

\_\_\_\_\_  
Signature of Authorized Signatory of Contracting Entity

# **EXHIBIT E**

## **EMPLOYMENT STATUS VERIFICATION AFFIDAVIT**

**EMPLOYMENT STATUS VERIFICATION AFFIDAVIT**

STATE OF \_\_\_\_\_ PARISH/COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally came and appeared, \_\_\_\_\_, (Affiant) who after being duly sworn, deposed and said that he/she is the fully authorized \_\_\_\_\_ of \_\_\_\_\_ (Entity), the party who submitted a proposal for the \_\_\_\_\_ Project to the St. Charles Parish Library.

Affiant further said:

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

Signature of Affiant \_\_\_\_\_

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

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires \_\_\_\_\_

SEAL