

LAFOURCHE PARISH COUNCIL
JUNE 26, 2007
TWO-THIRD AGENDA

A. PROPOSED ORDINANCES:

1. PROPOSED ORDINANCE to provide for **2007 Supplemental Appropriation** for the 2007 Operations and Maintenance Budget and the 2007 Capital Budget for the **payment of the pavilions at the Bayou Blue Recreational grounds** for the Recreation Department as provided for by Article VI of the Lafourche Parish Home Rule Charter. (T. LASSEIGNE FOR ADMINISTRATION)

B. RESOLUTIONS:

2. RESOLUTION requesting the **Lafourche Parish Library Board of Control make a payment of Four Million Two Hundred Thousand dollars (\$4,200,000)** to the Lafourche Parish Government **Department of Finance to be held in an Escrow account** for the actual construction costs of the Thibodaux Library. (T. LASSEIGNE)
3. RESOLUTION requesting the **Administration propose a Supplemental Appropriation to authorize the transfer of Twenty Thousand (\$20,000) dollars to the Legislative Department** to cover costs of the annual **Financial and Compliance Audit** of the Parish. (T. LASSEIGNE)
4. RESOLUTION **accepting the low bid of M&H Builders, Inc in the amount of \$911,000 for the Larose Branch Library construction**, and authorizing the Parish President to sign and administer said contracts. (P. GOUAUX FOR ADMINISTRATION)

C. MOTION:

5. MOTION to **appoint an Official Journal** for the Lafourche Parish Council for the period of July 1, 2007 to June 30, 2008. (M. MATHERNE)

ITEM 1

The following ordinance was introduced by _____ in regular session convened on _____.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE TO PROVIDE FOR 2007 SUPPLEMENTAL APPROPRIATION FOR THE 2007 OPERATIONS AND MAINTENANCE BUDGET AND THE 2007 CAPITAL BUDGET FOR THE PAYMENT OF THE PAVILIONS AT THE BAYOU BLUE RECREATIONAL GROUNDS FOR THE RECREATION DEPARTMENT AS PROVIDED FOR BY ARTICLE VI OF THE LAFOURCHE PARISH HOME RULE CHARTER

WHEREAS, the Administration of Lafourche Parish Government recommends the adoption of this ordinance based on Resolution Number 07-046;

WHEREAS, Resolution 07-046 approved the additional funding of the Pavilions from Recreation District 11 (\$15,000);

THEREFORE BE IT ORDAINED, by the Lafourche Parish Council, convened in Regular Session on _____, that:

SECTION 1. A supplemental appropriation of the 2007 Operations and Maintenance Budget is hereby approved as follows:

Part I – 2007 Operations and Maintenance Budget

FUND 110 RECREATION

To fund a portion of the pavilions at Bayou Blue Recreational Grounds not completely funded by the approved HUD Grant

1. to increase TRANSFER OUT - 299 in the amount of \$15,000
2. to decrease MISCELLANEOUS (DISTRICT EXPENDITURES) in the amount of \$15,000

Part II – 2007 Capital Outlay Budget

FUND 299 CAPITAL PROJECTS

To fund a portion of the pavilions at Bayou Blue Recreational Grounds not completely funded by the approved HUD Grant

1. to increase TRANSFER IN - 110 in the amount of \$15,000

ITEM 1

2. to increase CAPITAL OUTLAY – OTHER IMPROVEMENTS (HUD GRANT) in the amount of \$15,000

SECTION 2. If any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items of this ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All Ordinance or parts of Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 4. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 5. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 6. This Ordinance shall become effective on the tenth day after final publication.

TOMMY LASSEIGNE, COUNCIL CHAIRMAN
LAFOURCHE PARISH COUNCIL

SHEILA B. BOUDREAUX, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

Delivered to the Parish President on

_____, 2007, at _____, __. m.

APPROVED: _____

VETOED: _____

ITEM 1

Lafourche Parish President

Returned to the Council Clerk on

_____, 2007, at _____, __.m.

I, SHEILA B. BOUDREAUX, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2007.

SHEILA B. BOUDREAUX, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

ITEM 2

On motion by _____, seconded by _____, the following resolution was introduced and adopted:

**RESOLUTION NO. _____
RESOLUTION REQUESTING THE LAFOURCHE PARISH LIBRARY BOARD OF CONTROL MAKE A PAYMENT OF FOUR MILLION TWO HUNDRED THOUSAND DOLLARS (\$4,200,000) TO THE LAFOURCHE PARISH GOVERNMENT FINANCE DEPARTMENT TO BE HELD IN AN ESCROW ACCOUNT FOR THE ACTUAL CONSTRUCTION COSTS OF THE THIBODAUX LIBRARY.**

WHEREAS, the Lafourche Parish Public Library Board of Control has budgeted approximately 3.1 million for the Thibodaux library and has approximately 1.1 million in additional funds available; and

WHEREAS, potential cost overruns in additional projects might jeopardize construction of the Thibodaux facility; therefore,

BE IT RESOLVED, by the Lafourche Parish Council convened in regular session on _____, that it does hereby request the Lafourche Parish Library Board of Control make a payment of Four Million Two Hundred thousand dollars (\$4,200,00) to the Lafourche Parish Government Finance Department to be held in an escrow account for the actual construction costs of the Thibodaux Library.

BE IT FURTHER RESOLVED, that certified copies of this resolution is forwarded to the Lafourche Parish Library Board of Control; Office of the Parish Administrator; and the Office of Finance.

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

**YEAS:
NAYS:
ABSENT:**

And the resolution was declared adopted this _____ day of _____.

**TOMMY LASSEIGNE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**SHEILA B. BOUDREAUX, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, SHEILA B. BOUDREAUX, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____ adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2007.

ITEM 2

SHEILA B. BOUDREAUX, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

ITEM 3

On motion by _____, seconded by _____, the following resolution was introduced and adopted:

**RESOLUTION NO. _____
RESOLUTION REQUESTING THE ADMINISTRATION PROPOSE A SUPPLEMENTAL APPROPRIATION TO AUTHORIZE THE TRANSFER OF TWENTY THOUSAND (\$20,000) DOLLARS TO THE LEGISLATIVE DEPARTMENT TO COVER COSTS OF THE ANNUAL FINANCIAL AND COMPLIANCE AUDIT OF THE PARISH.**

WHEREAS, according to Section 7, Annual Audit, of Article VI, Finance, of the Lafourche Parish Home Rule Charter, the Council shall provide for an annual financial and compliance audit of the financial statements of the Parish, to include all funds and account groups representing the financial transactions of the Parish and all departments and offices; and

WHEREAS, The Lafourche Parish Council, convened in regular session on February 27, 2007, adopted Resolution No. 07-060, engaging the firm of Stagni and Company, LLC of Thibodaux to perform the Lafourche Parish Council Statutorily Required Audit; and

WHEREAS, Stagni and Company, LLC have completed the required audit of Lafourche Parish; therefore,

BE IT RESOLVED, by the Lafourche Parish Council convened in regular session on _____, that it does hereby request the administration propose a Supplemental Appropriation to authorize the transfer of twenty thousand (\$20,000) dollars to the Legislative Department to cover costs of the annual Financial and Compliance Audit of the Parish.

BE IT FURTHER RESOLVED, that certified copies of this resolution is forwarded to the Office of the Parish Administrator; and the Office of Finance.

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

**YEAS:
NAYS:
ABSENT:**

And the resolution was declared adopted this _____ day of _____.

**TOMMY LASSEIGNE, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**SHEILA B. BOUDREAUX, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, SHEILA B. BOUDREAUX, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____ adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____, DAY OF _____, 2007.

ITEM 3

SHEILA B. BOUDREAUX, COUNCIL CLERK
LAFORCHE PARISH COUNCIL

ITEM 4

On motion by _____, seconded by _____, the following resolution was introduced and adopted;

RESOLUTION NO. ____

RESOLUTION ACCEPTING THE LOW BID OF M&H BUILDERS, INC IN THE AMOUNT OF \$911,000 FOR THE LAROSE BRANCH LIBRARY CONSTRUCTION, AND TO AUTHORIZE THE PARISH PRESIDENT TO SIGN AND ADMINISTOR SAID CONTRACTS

WHEREAS, bids were opened and four companies presented proposals; and

WHEREAS, M&H Builders, Inc. presented a bid for the project at a cost of Nine Hundred Eleven Thousand Dollars(\$911,000); and

WHEREAS, this being the lowest qualified bidder, Architect Jay Caillouet recommend the acceptance of said bid for the construction of the Larose Branch Library;

WHEREAS, the administration does recommend approval of and did prepare this resolution with the sponsorship of Councilman Philip Gouaux



THEREFORE, BE IT RESOLVED, that the Lafourche Parish Council convened in regular session on _____, and does hereby accept the low bid presented by M&H Builders, Inc. for the construction of the Larose Branch Library, and approve the form of the attached contract(s) for said construction and authorizes the Parish President to sign, execute and administer completed contracts and all relevant documents

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

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted this _____ day of _____.

**TOMMY LASSEIGNE,
CHAIRMAN**

ITEM 4

**LAFOURCHE PARISH
COUNCIL**

**SHEILA B. BOUDREAUX, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

* * * * *

I, SHEILA B. BOUDREAUX, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Resolution No. adopted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2006.

**SHEILA B. BOUDREAUX, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

ITEM 4

AIA DOCUMENT A101
Standard Form of Agreement Between
Owner and Contractor

AIA DOCUMENT A201
General Conditions of the Contract
For Construction

SUPPLEMENTARY CONDITIONS

MISCELLANEOUS FORMS

New Branch Library
For
Lafourche Parish
Larose, Louisiana

Prepared By:
JBC/AIA
P.O. Box 692
Thibodaux, Louisiana
70302-0692

Project No.: 20001G

ITEM 4

AIA DOCUMENT A101
Standard Form of Agreement Between
Owner and Contractor

ITEM 4

AIA DOCUMENT A201
General Conditions of the Contract
For Construction



AIA Document A101

Standard Form of Agreement Between Owner and Contractor

*where the basis of payment is a
STIPULATED SUM*

1907 EDITION

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

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the _____ day of _____ in the year of

Two Thousand and Seven (2007)

BETWEEN the Owner: Lafourche Parish Government
(Name and address) P.O. Box 5548
Thibodaux, LA 70302

and the Contractor: **M & H Builders, Inc.**
(Name and address) 13490 Redbud Street
Vacherie, LA 70090

The Project is: **New Branch Library for**
(Name and location) Lafourche Parish Government
Larose, IA

The Architect is: **Joseph B. Caillouet, Architect/AIA**
(Name and address) P.O. Box 692
Thibodaux, LA 70302

The Owner and Contractor agree as set forth below.

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ITEM 4

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The Date of Commencement will be 14 days from the date of Contract signing. Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

310 consecutive calendar days.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

The Contractor hereby agrees to pay as liquidated damages the sum of one thousand dollars for each consecutive calendar day which the work is not complete beginning with the first day beyond the completion time stated above.

ITEM 4

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of _____ Dollars (\$ _____), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

4.3 Unit prices, if any, are as follows:

NONE

ITEM 4

ARTICLE 5 PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.3 Provided an Application for Payment is received by the Architect later than the last day of a month, the Owner shall make payment to the Contractor not later than the last day of the next month. If an Application for Payment is received by the Architect the application date fixed above, payment shall be made by the Owner not later than thirty days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

NONE

ITEM 4

ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1 (%) per month. 60 days after due

(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 Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

NONE

ARTICLE 8 TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ITEM 4

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated April 1, 2007, and are as follows:

Document	Title	Pages
SC	Supplementary Conditions	6

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
DIVISION A	RIDDING REQUIREMENTS	20
DIVISION 1	GENERAL REQUIREMENTS	66
DIVISION 2	SITEWORK	21
DIVISION 3	CONCRETE	16
DIVISION 4	MASONRY	10
DIVISION 5	METALS	15
DIVISION 6	WOOD AND PLASTICS	5
DIVISION 7	THERMAL AND MOISTURE PROTECTION	24
DIVISION 8	DOORS AND WINDOWS	27
DIVISION 9	FINISHES	39
DIVISION 10	SPECIALTIES	13
DIVISION 11	EQUIPMENT	1
DIVISION 12	FURNISHINGS	6
DIVISION 13	SPECIAL CONSTRUCTION (NONE)	
DIVISION 14	CONVEYING SYSTEMS (NONE)	
DIVISION 15	MECHANICAL	27
DIVISION 16	ELECTRICAL	22

ITEM 4

9.1.5 The Drawings are as follows, and are dated

either list the Drawings here or refer to an exhibit attached to this Agreement.

unless a different date is shown below:

Number	Title	Date
T-1	ARCHITECTURAL	
C-1 thru C-3	CIVIL	
A-1 thru A-10	ARCHITECTURAL	
S-1 thru S-2	STRUCTURAL	
P-SITE	PLUMBING	
P-1 thru P-3	PLUMBING	
M-1 thru M-4	HVAC	
E-SITE	ELECTRICAL	
E-1.0	ELECTRICAL	
E-1.1	ELECTRICAL	
E-1.2	ELECTRICAL	
E-1.3	ELECTRICAL	

9.1.6 The addenda, if any, are as follows:

Number	Date	Pages
1	May 17, 2007	8, 1 drawing
2	May 23, 2007	3

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

ITEM 4

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that building requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

SECTION	AC	Proposal Form
		Bid Bond
		Performance and Payment Bond
	G701	Change Order
	G702	Application and Certificate for Payment
	G703	Application and Certificate for Payment (continuation)
	G704	Certificate of Substantial Completion
		Certificate of Insurance
	G706	Contractor's Affidavit of Payment of Debts and Claims
	G709	Proposal Request
	G710	Architect's Supplemental Instruction
	G711	Architect's Field Report
	G712	Architect's Shop Drawings and Sample Records
	G714	Construction Change Authorization
	G723	Application Summary
	G805	List of Sub-contractors

M + H Builders

Servais F. Gravois, Pres.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

Lafonrche Parish Government

OWNER

CONTRACTOR

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

ITEM 5

Camille A. "Cam" Morvant, II
District Attorney

Main Office:
406 West Third Street • P.O. Box 431
Thibodaux, LA 70301
(985) 447-2003 • Fax: (985) 446-5810



17th Judicial District
Parish of Lafourche

Juvenile/Child Support Office:
204 Green Street
Thibodaux, LA 70301
(985) 448-3422 • Fax: (985) 448-3429

June 26, 2007

Tommy Lasseigne, Chairman
Lafourche Parish Council
P.O. Box 1352
Thibodaux, LA 70302

Re: Resolution No. 07-173 Official Journal Opinion No. 07-020

Dear Mr. Lasseigne:

Pursuant to the request made in Council resolution no. 07-173, the District Attorney's Office issues the following opinion.

According to your request, the Lafourche Parish Council published a "Request for Quotes" for an official journal and that no one responded to the request. The Council has inquired as to how it should proceed with respect to appointing an official journal. State law does not require that political subdivisions seek bids from publications seeking official journal status. La. R.S. 43:142 lists the requirements necessary for a newspaper to be eligible to qualify as an official journal. It is my understanding that the Daily Comet is the only parish publication that meets the requirements listed in the statute. If they are still interested in being the parish's official journal, then I would recommend that the Council continue under the contract already in existence.

Should you have any further questions, please do not hesitate to call. Thank you.

Sincerely,

Camille A. Morvant, II
District Attorney

cc: Parish Council Members
Parish President
Parish Council Clerk