



Lul parade will have record number of floats

By Anna Thibodeaux
Managing Editor
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The 42nd Krewe of Lul parade will roll with a record-setting 28 floats and two local celebrities, Vernon Higgins and his wife, Susette.

“Twenty eight is the highest number of floats that we’ve had in our history of parades,” said Parade Captain Beth Landry.

The Krewe of Lul will roll noon Saturday beginning at the Winnwood Shopping Center in Luling.

Last year’s parade, along with that of the Krewe of Des Allemands, was cancelled under threat of thunderstorms and generated an angry outcry.

“We did make a change this year,” Landry said. “The captains decided we are not going to cancel the day before. We are going to wait until the morning of the parade when bad weather is possible.”

Vernon Higgins said he is rolling regardless of the weather.

With this being a record year for the krewe, it’s a further honor to have Higgins, who founded the Krewe of Lul, as king.

LUL on page 9A

Krewe of Des Allemands back in action Sunday

By Ryan Arena
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After a two-year wait, the Krewe of Des Allemands will roll again Sunday at 1 p.m., marking the community’s 63rd annual Mardi Gras celebration.

The threat of inclement weather forced the cancellation of last year’s parade, the first time the parade had ever been sidelined due to weather. But Mitzi Tregle, Krewe of Des Allemands spokeswoman, said this year the good times will indeed roll again.

“Rain or shine, we decided,” Tregle said. “It may take a tornado to stop us this time. Last year was the first time we’ve had to cancel, so we’re definitely excited for this year.”

The parade is set to roll beginning on Whitley Road before traveling up to U.S. Highway 90, turning into the town’s business district, heading down Dejean Street toward Old Spanish Trail and then backing up Lorraine Drive to the highway.

Not only is the parade back, but there’s more of it than before. Tregle said it will be a longer parade with more participants than in years past—last year there were about 20 to 30 units planned between floats, fire trucks, school dance groups and bands.

DES ALLEMANDS on page 9A

5-year-old gets ‘running leg,’ takes off

By Anna Thibodeaux
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When Lauren Doucet looked at her newborn daughter all she saw was her beautiful baby.

“When I saw her, I was just in awe,” Doucet said. “I was just so in love.”

But the moment was cut short when the doctor whisked off her baby for special care because Chloe was missing part of her right hand and foot.

“That was the longest eight hours before I got to see my baby again,” the Luling resident recalled. “When I finally was able to see her, she was hooked up to all these monitors and the doctors were there. They told me this was caused by Amniotic Band Syndrome.”

It’s a rare syndrome that occurs when the fetus becomes entangled in fibrous string-like amniotic bands in the womb, restricting blood flow and affecting the baby’s development. In Chloe’s case, she was born without part of her right arm and leg, which didn’t show in the ultrasound although her mother said knowing it would not have affected her decision to have her baby.



Chloe Doucet with her new running leg.

CHLOE on page 10A

Norco family drops pounds with Get Fit program



From left are Christina Landry, daughter Caylee and husband Calvin before and after Get Fit.

By Anna Thibodeaux
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Christina Landry is still amazed over how the United Way of St. Charles’ Get Fit Kids program changed her daughter and family.

“It was nice,” said Landry, a resident of Norco. “We loved it.”

For Caylee, the Get Fit Kids pilot program was a success, but it represented something bigger for the family as a whole, and led to them adopting and reinforcing healthier eating habits. Christina and her husband, Calvin, were already doing it as graduates of

GET FIT on page 10A

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NEW LISTING

114 Gloria Ct. • Montz

Beautiful home built by A+ Const. 3 bed 2ba home features open floor plan. SS appl, granite ctps, backsplash, under & overhead cabinet lighting in kitchen. Lrg mstr & mstr ba suite w/standup shower, jacuzzi tub, dbl van & walk in closet. Office nuk outside of mstr. Fenced in yard with covered conc patio. Sec system w/ cameras & whole house generator included. **\$289,000**

NEW LISTING

110 Gloria Court • Montz

Charming 3 bdrm 2 bath home in Country Cottage Estates. This home features large open living room w/try ceiling & gas fireplace. Granite ctops, ss appl, large breakfast area & pantry are just a few highlights of the kitchen. More room is spacious for all types of furniture w/interior bath attached. 2 bdrms and full bath separate from mstr Laundry in garage. Large fenced yard w/wood concrete patio. DBL car electric garage w/interior & rear entry access as well as long driveway. **\$279,900**

NEW LISTING

601 Lakewood Dr. • Luling

Beautiful lot available in Lakewood Ridge Subdivision. This lot measures 11177x120/118. No homeowners fees in this beautiful established subdivision. Lot is ready to have your custom home built on today! Drive by and view the property! **\$100,000**

PRICE REDUCTION

2332 Ormond Blvd • Destrehan

Gorgeous home on the Ormond Boulevard. This 4 bedroom 2.5 bath home is great for entertainment w/ lots of natural light. All bedrooms are located upstairs. Downstairs features an office, formal dining, living room, kitchen & Game room. Granite cnttps, backsplash & ss appl in kitchen. Wood burning fp in living area w/outdoor access. Lrg room off kitchen w/dbl doors to back yard & patio access. Long driveway w/covered patio & storage room. **\$369,000**

PRICE REDUCTION

107 Thomas Coby Dr. • Destrehan

Beautiful lot measuring 75x175 in Destrehan. This vacant land backs up to Destrehan High School. **\$140,000**

PRICE REDUCTION \$149,900

716 Madison Dr. • LaPlace

Beautifully updated 4 bedroom 2 bath home in LaPlace. This home has been freshly painted & has many unique qualities. **\$149,900**

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FOR LEASE

34 Dunleith Dr. • Destrehan

This home, located in Destrehan, is \$1,944 square feet and includes 3 bedrooms and 2 bathrooms. **\$1,700 per month**

FOR LEASE

81 Carriage Ln, Unit C • Destrehan

Beautiful new construction upscale apartment ready for lease. Unit has 3 bedrooms and 2.5 baths, stainless steel appl's, laminate wood and tile floors, no carpet. Granite counters in kitchen & baths, f/p w/marble in living area, inside laundry and lots of storage. Unit is assigned 2 parking spots. No smoking & no pets allowed. No washing vehicles on property. Security cameras are installed and monitored by owner. Must sign 1 year or more lease. Move In Ready! Colors may not match photo. **\$1,400 per month**

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POSSIBLE THREE BEDROOM

13321 River Rd. • Luling

Adorable, Well Maintained home for Lease in St. Charles Parish. This home features lots of updates throughout. 2 bdrms, 2 full baths & 2 living spaces. Adorable open porch facing Court St. as well as closed in porch facing River Road. Kitchen has subway tile backsplash, granite countertops and stainless steel appliances. Washer and dryer hookup, as well in Laundry room. **\$1,500/month**

5 BEDROOMS!

60 Villere Place • Destrehan

Beautiful Golf Course home w/3 Masters! Large open living area w/19ft ceilings, wet bar, built in cab & wd flrs. Mstr bdrm has his/her closets, sep shower & lrg garden tub. Upgraded kitchen, w/ fp in brkfst area, fridge & walk in pantry. 2nd Mstr downstairs. 2nd flr ftrs 3bdrms & entertainment room. Lrg sunroom. Includes wet bar, f/p & awesome view of Golf Course. Rear yd access w/Lots of parking & 3 car garage. Sec cams will remain. **\$659,900**

FLIP THIS HOUSE!

111 Beaupre Dr. • Luling

4 bedroom 2.5 bath home in Luling, La. With TLC this home has lots of potential. Upstairs features master bdrm, mstr bath w/ 3 vanities, 2 bdrms & full bath. Multi levels on first floor including den, formal dining, half bath, and bedroom. Large open breakfast area w/fire place and kitchen. Laundry and walk in pantry off kitchen. No appl in kitchen. Det Garage w/incomplete bath and unfinished bonus room above. **\$170,000**

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207 Panther Dr. • Destrehan

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UNDER CONTRACT

82 Dunleith Dr. • Destrehan

This single family home located at 82 Dunleith Drive, Destrehan, LA 70047 is currently listed for sale with an asking price of \$225,000. This property was built in 1986 and has 4 bedrooms and 2 full baths with 1976 sq. ft. **\$225,000**

UNDER CONTRACT

110 Lac Felicity Dr. • Luling

Gorgeous home that has it all w/4 bdrm & 2.5 bal Wired for Surround sound & gas fp in lrg open living rm. Granite ctr tops, ss appl, backsplash, recess lighting, crown molding & lrg pantry in kitchen, and outdoor kitchen. Large backyard frt in ground pool w/ waterfall. **\$499,000**

UNDER CONTRACT

202 Dunleith Dr. • Destrehan

Charming 3 Bdrm 2 Bath home in Ormond Estates. This home has some updates throughout. The roof is less than 6 months old, hot water heater 3-5 years old and flooring is 2 years young. There is no carpet in home. Kitchen features cook top and stainless steel dishwasher. Laundry room located in 2 year garage. Fenced in yard w/ closed in sunroom. 18.8x20.3 shed w/window unit & lights. **\$225,000**

UNDER CONTRACT

314 Nottaway Dr. • Destrehan

Spacious Acadian home with open floor plan. Spread out in this 4 bedroom/2 ba home. This home has quite the living room featuring f/p & windows looking out to back patio. Kitchen boast new SS oven & microwave along w/granite countertops & pantry. Master ba suite w/dbl vanity, sep shower & dbl closets. 4th bedroom located above garage w/spacious closet. Backyard is fenced & lrg wood deck. 2 car attached garage allows ample parking. **\$273,500**

Majoria matriarch saw the good in everyone

By Anna Thibodeaux
Managing Editor
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Surrounded by her loving family, the Majoria family's matriarch, Leona Majoria, died as she lived – “at peace with a smile on her face.”

As the fourth son of six children, Barry Majoria described his mother as “the kindest, most generous person you ever wanted to meet.”

Leona died on Feb. 20, just two days before her 94th birthday. She is a native of Napoleonville and resident of Luling for the last 44 years.

She and her husband, Murphy, started Majoria's Grocery Store. Murphy died in May of 2006. The couple began their business in Kenner, moved to Pecan Grove in Westwego and then settled in Boutte when the location became available in 1963.

“She never met a stranger,” said Barry, fighting back tears. “She had a great personality and saw the good in everyone.”



Leona Majoria (top) and Leona with her late husband, Murphy.

Matriarch on page 10A

Luling talk show draws 89,000 listeners from around the world

By Anna Thibodeaux
Managing Editor
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Skyrocketing from 500 to 89,000 subscribers worldwide in nearly seven months, Shawn Boutwell's conservative talk show is resonating with people worldwide.

Boutwell is on the cutting edge of digital media with impressive reach on a global scale – all from his Luling home.



“People want to have more control over what they see and hear because they have learned they can not trust the mainstream media and the entertainment industry,” Boutwell said. “Regular TV has become so vile.”

WDN Live is his daily show airing Monday through Friday at 6 p.m. on YouTube and his Sunday program, called Made Live, which also airs at 6 p.m., is a Christian show where he reads through books of the Bible verse by verse.

The show is syndicated around the world by shortwave radio and online venues on KVOH Americas and KVOH Africa, which reaches many places in the world that don't have access to the Internet. His subscribers are from Africa, Switzerland and even China, as well as nearly every state in the nation.

“My political views have drawn the whole audience,” he said. “Political views is why they are there.”

Boutwell doesn't mince words about his political views on his show and listeners can call in to respond, which is another growing desire by many people who want interactive programs.

“We're two years from possibly socialism overtaking the country and the lines are being drawn,” he said. “I believe we're on the cusp of something horrible happening in this country. Are we going to sit around and let it happen or do something about it?”

Convinced that socialism is the great evil of the

TALK SHOW on page 11A

Have a Dum Dum in loving memory of Mr. Ronnie

By Anna Thibodeaux
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Described as “Mr. Hahnville,” Ronnie Prevost certainly fit the role passionately as someone who loved people.

“He was a family man,” said his daughter, Danelle Krupa of Dallas, Texas. “He loved God, he loved people and he loved his community. He was just a champion for the community.”

Prevost died Feb. 18 at the age of 79.

He graduated from Hahnville High School (HHS) and Southwestern Louisiana University with a BA in Education and M.A. in supervision and administration. After a brief teaching career in Texas, he settled in Luling where he worked for Union Carbide (Dow).

After his retirement, he returned to teaching at schools including Archbishop Shaw High School. He was a devout man and active in his church where he taught religious education and was an active member of the Knights of Columbus Council No. 9933 and the Men's Rosary Group. He was known in his neighborhood as the “Candy Man” and Hahnville High's “Grandpaw” for his indomitable school spirit.

April D'Amico remembered Prevost as more than just a friend.

“He was Paran Ronnie,” D'Amico said. “He knew my husband, Anthony, since high school at Shaw. When we first visited Holy Family in 2006, Ronnie was the door greeter. He talked to



Ronnie Prevost with his wife, Carol, and family.

Anthony like he had just seen him the day before.”

Prevost lured her husband to the Knight of Columbus.

“We've been part of the KC Family ever since,” she said. “We asked Ronnie to be a part of our wedding in 2007. Then with the birth of our first child in 2009, Avery, Ronnie was named his

MR. RONNIE on page 11A

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Obituaries

Send your obituary announcements to obits@heraldguide.com for speedy publication in the St. Charles Herald-Guide's print and Internet editions.



Majoria
Leona Bourg Majoria passed away peacefully surrounded by her family on Feb. 20, 2019. She is beloved wife of the late Murphy Ernest Majoria; mother of Murphy Majoria (Phyllis), Marc Majoria (Patsye), Shea Majoria (Marlene), Karen M. LeGlue (Carroll), Barry Majoria (Amelia), and Dana Majoria (Tina), and

grandmother of Troy Majoria, Stacy M. Taranto (Kerry), Murphy Majoria (Rachael), Heather G. Hebert (Duane), Holly M. Matherne (Blake), Philip Majoria, Blake Gervais (Natalie), Lauren Gervais, Mia M. Bell (Derek), Anna-Lisa Majoria, Shea Majoria, D'Elia Majoria, Miranda Majoria, Talia Majoria and the late Chad Majoria. She is also survived by numerous great-grandchildren, nieces, and nephews. She is the daughter of the late Aubert Claude Bourg and late Leonide Talbot Bourg; sister of the late McCain Bourg (Frances), late Albert Bourg (late Josephine) and late Joyce B. Boudreaux (late Louis); sister-in-law of Anthony Majoria (late Peggy),

Camille "Dubby" M. LeBlanc (Lee), and the late Josephine M. Ledet (late Ernest), and late Johnny Majoria (Mamie; mother-in-law of the late Oscar Gervais Jr. Leona, 93, was just two days shy of her 94th birthday. She is a native of Napoleonville, a lifelong resident of Marrero, La., and resident of Luling for the last 44 years. Leona will be remembered as a beautiful person, a loving wife and mother, epitome of an elegant lady, a true Southern Belle, and a kind and compassionate friend. She was a dedicated, and faithful parishioner of Our Lady of the Holy Rosary Catholic Church, and generous benefactor of many charities and to anyone in need. She was an accomplished artist who won awards for her beautiful paintings, which were displayed for many years on Royal Street in New Orleans, as well as sold to many national and international collectors. She was also a member of the St. Charles Art Guild for many years. Also, she was an accomplished seamstress, loved to dance and enjoyed traveling, especially with the Sisters on the Fly. She was a wonderful cook having provided countless delicious meals for family and friends. She is dearly loved by many and will be deeply missed by all those blessed to have known her. The Funeral Mass was held Feb. 25 with interment in St. Charles Cemetery, Luling. Visit www.mothefunerals.com to view and sign the online guest book. In lieu of flowers, please consider memorial donations to St. Jude Children's Hospital in her honor. To send flowers or a memorial gift to the family of Leona Bourg Majoria, please visit our Sympathy Store.

with begin at 11 a.m. with procession following to burial in Holy Savior Cemetery in Lockport. Mr. Jerry is survived by his children; Shane A. Matherne (Angela), Robert M. Matherne (Gilda), Marianne M. St. Romain (Michael), and Lisa M. Ballard (Marshall), 11 grandchildren, eight great grandchildren, and two great great grandchildren. Mr. Matherne was preceded in death by his wife; Dorothy Sevin Matherne, parents; Mark Joseph Sr. and Annie D. Matherne, brothers; Mark J. Matherne Jr. and Vince Matherne and sister Genevieve Breaux. Falgout Funeral Home of Raceland was entrusted with arrangements.



Prevost
Ronald J. "Ron" Prevost, 79, passed away peacefully on Feb. 18, 2019. He was beloved husband of Carol McClendon Prevost; father of Danelle Krupa (Eddie), Stacey Maysonave (Todd), Marc Prevost and Mandy Browning (Scott). Grandfather of Cole, Shylah, Peyton and Cam; brother of Harry "Buddy" Prevost (Beth) and Sandy Ellis (Jimmy); son of the late Harry Prevost and Ethel Dejean Prevost Hayes. He is also survived by loving nieces, nephews, other relatives and friends. Ron graduated from Hahnville High School and Southwestern Louisiana University with his BA in education and M.A. in supervision and administration. After a brief teaching career in Texas, he settled in Luling where he worked for Union Carbide (Dow). After his retirement, he returned to teaching at area schools including Archbishop Shaw High School. He was a very devout man and was active in his church where he taught religious education and was an active member of the Knights of Columbus Council No. 9933 and the Men's Rosary Group. He was known in his neighborhood as the "Candy Man" and Hahnville High's "Grandpaw" for his indomitable school spirit. While his passing is sorrowful, his life and legacy will be celebrated. A Funeral Mass was held Feb. 23 at Holy Family Catholic Church. In lieu of flowers, donations in his memory may be made to the Wounded Warrior Project (www.woundedwarrior-project.org). To sign the online guest book, please visit: www.mothefunerals.com.



Matherne
Jerry Nicholas Matherne, 89, a native of Larose and resident of Luling passed away on Feb. 23, 2019. Services will be held on Thursday (Feb. 28) at Holy Family Catholic Church in Luling from 9:30 a.m. until service time. Funeral Mass



The Bonnet Carre Spillway flooding from high waters in Norco.

Spillway opens for second straight year

By Ryan Arena
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The Bonnet Carre Spillway opened Wednesday as the U.S. Army Corps of Engineers looks to head off potential flooding caused by a fast rising Mississippi River. It marks just the 13th occasion the Spillway had opened over its 91-year existence. But it is also the second straight year it has opened and the third time in the past four years. Chris Brantley, the spillway's project manager for the U.S. Army Corps of Engineers, said the decision to open comes when the river is flowing past the spillway toward New Orleans at a rate of 1.25 million cubic feet per second. With the river water steadily rising, the flow was projected to surpass that rate on Wednesday. While the New Orleans area has seen ample rain over recent weeks, the projected change comes from a high volume of rain that has fallen in the Tennessee and Ohio river valleys in past weeks. More rain is expected to fall over those areas. "They've been getting a series of fronts ... we've gotten rainfall, but not like they've had," Brantley said. "There's a larger drainage area up there, basically from the Rockies to the Appalachians ... everything in between drains into the Mississippi River. When the river flows at the trigger point of 1.25 million cubic feet per second, the Spillway's job is to maintain that consistent flow, take the excess and divert it into Lake Pontchartrain. The operation of the structure relieves pressure on main line levees, maintains river stages and regulates river flow. It is the fifth time since the year 2008 the Spillway has opened. The most recent occasion came on March 8 of last year, and prior to that there were openings in 2016, 2011 and 2008. Last year's opening saw roughly half of the spillway's 350 bays opened. The last time all bays were opened came in 1983.

Luling man accused of starting fire that injured puppy

By Ryan Arena
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A man is in prison after allegedly setting fire to an abandoned Luling trailer and injuring a puppy that was inside during the incident. Ernest Thompson, 25, of 609 Paul Fredrick St. in Luling, was arrested Feb. 18 and charged with simple arson, simple burglary and simple cruelty to animals. According to the St. Charles Parish Sheriff's Office, Thompson entered the trailer and set fire to it before he was witnessed leaving and being driven away by another person. St. Charles Parish Sheriff's Office spokesman Cpl. James Grimaldi said the trailer was abandoned and that no one resided there. While firefighters called to the scene extinguished the flames, a white pit bull puppy was found inside with soot marks on it, as well as an injured leg. Police found Thompson in the area later that day and detained him before subsequently arresting him. Grimaldi said there is no information as of yet of the man's motivation to allegedly start the fire. Thompson is being held at Nelson Coleman Correctional Center on a bond of \$60,000. According to a post to the St. Charles Parish Animal Shelter's Facebook page on Feb. 22, the rescued pit bull suffered a tibial tubercle avulsion fracture, or a bone pulled away on the knee, that will require pins and tension wire and is causing a severe limp.



Ernest Thompson

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Our mission as Christians is to see Jesus in everyone especially the outcast

In the 1966 comedy, The Russians are Coming, the Russians are Coming, a group of disguised Russians sailors are trying to find a boat to pull their submarine off a sand bar in New England. They practice their lines repeatedly in broken English: “Emergency! Everybody to get from street!” There is no “Emergency.” They are just trying to hide their captain’s blunder.

That’s similar to President Donald Trump’s declaration of a national emergency at the southern border in an attempt to get his border wall built. There is no emergency. The best evidence is the president’s own words in his speech on February 15 announcing his plan: “I didn’t need to do this, but I’d rather do it much faster.”

Members of Congress from both parties, security experts, and Americans who live at the border have all said, “There is no emergency.” The most



BY WILMER L. TODD

common argument in favor of a national emergency is that there is an epidemic of crime by immigrants along the border. The truth is the crime rate in the 23 counties along the U.S. border with Mexico is below that of counties in the United States that do not reside along the Mexican border.

Violent and property crime rates are both slightly lower along the border, but the homicide rate along the border is 34 percent below the homicide rate in non-border counties. Wow!

If the President wanted to call a real national emergency, he could have tackled the drug epidemic. Every day 120 Americans die of an overdose. Or he could have called a national emergency for gun violence. We are the most violence country in the civilized world. Thousands of innocent people die violent deaths yearly. Our infrastructure is falling apart. We could go on.

El Paso Bishop Mark Seitz has tried to promote the true picture of life on the U.S.-Mexican border. He said, “For us it’s a place of passage, it’s a place of encounters; it’s a place you cross in order to join your

family; it’s not this place of armies confronting one another.”

According to a recent CBS poll, most Americans (59 percent) oppose building a wall along the U.S.-Mexico border. That’s because most of the drugs come in from Ports of Entry loaded in secret places on trucks. Border patrol agencies have expressed a need for more technological equipment to discover this hidden contraband. Most illegal immigrants come in the U.S. legally and then decided to stay without proper documents.

The New York Times recently reported that four women have come forward to say that they worked at the Trump National Golf Club in New Jersey while undocumented. The women claimed that their supervisors help them obtain false documents. When this news became public, the company let these immigrants go. This seems hypocritical. It’s modern day slavery.

Bishop John Streve has said, “The cry of the bishops on both sides of the border is for comprehensive immigration reform that follows these principles. First, providing

economic opportunities and safety in the homelands of migrants is the only lasting solution to the ‘problem’ of immigration.

“In addition, the right of survival and the right to support one’s family are of a higher moral order than the nation’s rights to protect its borders (although border protection is indeed a right of nations). People who cross borders do not give up their human rights and must be treated humanely. Immigration policies and quotas need frequent revision to make it possible for those who have a genuine need to migrate to do so legally and safely.

“When we proclaim Jesus’ Gospel, we are committing ourselves to see Jesus in the hungry, the thirsty, the stranger, the naked, the sick, the prisoner, the brown and the black. We are here to affirm the presence of Jesus in the outcast and exploited whose humanity has been disrespected and whose rights have been trampled.”

Pope Francis asks us to build bridges, not walls. Are we with Jesus or with the false prophets of today?

FROM THE HERALD-GUIDE

Rain, rain go away ... we won’t put off Mardi Gras another day

“Let the music wash your soul
You can mingle in the street
You can jingle to the beat
Of Jelly Roll!”

It’s just like Paul Simon’s song, “Take me to the Mardi Gras,” says about going to the greatest carnival on earth.

Who can resist Fat Tuesday’s celebration?

For St. Charles Parish, the carnival is going full swing, too.

The parades will roll this weekend with the Krewe of Lul at noon Saturday and the Krewe of Des Allemands at 1 p.m. Sunday.

It’s party time - SCP style.

The revelry of Mardi Gras is upon us so toss on the costume, light up the barbecue pit and pick your best place on the levee for the celebration.



Bring the King Cake and the spirits for being with family, friends and the friends you haven’t met yet.

We’re hoping for sunshine, but this year’s Fat Tuesday already looks like it’s going to be great – rain or shine. The Krewe of Lul will have a record 28 floats, as well as units and bands, and the Krewe of Des Allemands is boasting an expanded parade, too.

And let us not forget the parade reveler who stands on the side of the road and lends to the excitement with the words, “Throw me something, Mister!” You’re not just catching beads, you’re paying homage to one of Louisiana’s greatest traditions.

So join the party and sing along:

“Where the people sing and play,

Where the dancing is elite

And there’s music in the street

Both night and day.”

Happy Mardi Gras, St. Charles Parish!

Fake check scams can leave you owing money

Boutte, LA – Fake check scams have become more prevalent as online auction sites and classified ads have gained popularity. First National Bank USA wants to educate customers by exposing the scam and offering tips to avoid becoming a victim.

There are many variations of the fake check scam, but the common thread is a stranger proposing to send the victim a check and have

the victim wire money in return. The stranger may be someone offering to buy something you advertised for sale, pay you to work at home, or give you an advance on a sweepstakes you won.

“Regardless of how the contact is initiated, the bottom line is this: if someone you don’t know wants to pay you by check but wants you to wire money back, it’s a scam,” said Brandt Dufrene, President and CEO at First National Bank USA.

Today’s technology enables fraudsters to create fake checks that look so real it is often difficult for experts to determine they are fake with the naked eye.



BY BRANDT DUFRENE

Since federal law mandates that banks must make deposited funds available quickly, a customer may be able to withdraw money on a fake check, even if it is a cashier’s check or money order which can be forged as well.

To avoid becoming a victim, First National Bank USA says customers should remember:

- There is no legitimate reason for someone who is giving you money to ask you to wire money back;
- If you are uncertain a check is good, wait until the check has “cleared” to spend the money;
- If a stranger wants to pay you for something, insist on a

cashier’s check for the exact amount, preferably from a local bank or one with a branch in your area.

For more details about how fake check scams work and how to avoid them www.fakechecks.org.

About First National Bank USA

First National Bank USA is locally owned and operated since 1975 with offices in Boutte and LaPlace. We are your hometown bank offering free checking and a full range of banking services to meet all of your financial needs.

Words to live by

*“Keep your face
always toward
the sunshine - and
shadows will fall
behind you.”*
- Walt Whitman

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Everybody has an opinion and we want to hear yours. Letters to the Editor are welcome on how we’re doing and matters of public interest and concern. To be considered for publication, all letters must include the author’s name, signature, address and a daytime telephone number.

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Mardi Gras

Krewe of Lul

King & Queen Vernon & Susette Higgins

Lul king is partying like it's 2018, but still rolling on Saturday

By Anna Thibodeaux

Managing Editor
annat@heraldguide.com

Vernon Higgins is going to party like it's 2018.

Higgins and his wife, Susette, are king and queen of the Krewe of Lul, now for their second year, because last year's parade was cancelled under threat of storms.

It was a tough year for local parades with both Lul and the Krewe of Des Allemands cancelling and especially so with Higgins rebuffing the decision. He recounted how many of last year's float riders gathered for a party and Higgins observed, "We didn't have any rain."

Even as the parade's founder, Higgins said he isn't as enthused about riding this year, but they are riding.

He added, "When I ran it, we never stopped the parade. Rain or freezing cold, it didn't matter."

So when the 42nd parade rolls at noon Saturday (March 2) beginning at Winnwood Shopping Center in Luling, the Higgins' throws will be from last year. Cups with the krewe logo and their names on the back, as well as their traditional scroll featuring "Fat Boys" will bear the date of 2018.

"I got all my beads stored from last year," he said.

But even this grumpy king, known to be a Mardi Gras lover, is giving in to freshening up their float. And, come rain or shine, Higgins said this parade is rolling.

Although it's the Higgins' first time as parade royalty, they are celebrities with the Krewe of Lul.

Vernon founded the parade and nurtured it for years until now it's in its 42nd year of revelry. The Higgins' float has been expanded to include family when they ride.

Like last year, Susette said it's a lot of work, but it's worth it and particularly with everyone in the parish knowing her husband.

Both residents of Luling, the couple has been married 35 years. They have two children, Audrey and Caitlin.

Vernon likes raising horses, gardening, painting and woodwork-ing. He was a millwright for 26 years with the Local 1931 and

employed 20 years as a maintenance mechanic with Cornerstone. Susette, a housewife and mother, likes gardening, sewing, cooking and baking.

It was 1978, after Higgins had been riding in the Krewe of Des Allemands parade, that he decided it was time to turn talk into action about forming their own parade in Luling. He went to the courthouse and got the permit.

That year, Lul rolled for the first time on a Sunday morning with six floats. He recalled the family and friends who kicked it off, including the Harmon and Tucker families, who rode on decorated 18-wheelers. John and Jennie Buscalacchi were the new parade's first royalty, serving as king and queen.

Many of those floats rolled in Lul that morning and then went on to also roll in the Krewe of Des Allemands parade that weekend. Many of them still roll in both parades.

To literally get the Lul parade going, Higgins recalled how they sold advertising to help raise funds.

"When I ran it, we never stopped the parade. Rain or freezing cold, it didn't matter."

- Vernon Higgins

Over time, Lul grew and so did the number of floats.

As its organizer, Higgins recounted stories firsthand of when the train crossed the tracks and split the parade that left the front half waiting on the second half. One year, a storm blew through the night before the parade that required putting the decorations back on the floats, he said. Several times before a parade, he recalled trailers being stuck when they tried to hook up the floats.

Driven by an enduring love for Mardi Gras, Higgins said he considers the parade important for the crowd, as well as its riders. The parade draws family get-togethers that can include people from out of town having a good time.

And for Higgins, he's done many parades and it didn't matter whether he was the king or not.

He's just ready to roll – even if it's 2019.



Meet 'Mr. Lul' himself

- In 1978, Vernon Higgins went to the courthouse and got the permit that started the Krewe of Lul.
- To help raise parade funds, Higgins sold advertising.
- The floats often rolled with Lul in the morning and the Krewe of Des Allemands that afternoon.



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Pelican Waste & Debris

Pelican Waste & Debris will be operating on Mardi Gras day Tuesday, March 5th. Therefore, we ask that you continue to put your garbage cans out the night before your service day to prevent any missed pickups. **We thank you all for your cooperation and wish you all a Happy Mardi Gras!**

Happy Mardi Gras



Mardi Gras

Krewe of Des Allemands

King & Queen Michael & Mary Ann Cortez

The Cortezes are ready to roll come rain or shine

By Ryan Arena

Editor
ryana@heraldguide.com

The longest reigning king and queen in Krewe of Des Allemands history are ready to rock and — finally — roll.

“We’re going rain or shine, and we’re ready,” said Mary Ann Cortez.

She and her husband Michael will ride as queen and king, respectively, when the Krewe of Des Allemands parade rolls Sunday at 1 p.m. The two were named as the Krewe’s royalty for Mardi Gras 2018, but inclement weather led to safety concerns and, for the first time ever, the parade’s cancellation. So, technically speaking, the couple has reigned for more than a year.

“When we found out last year, it was exciting and really an honor,” Mary Ann said. “To be asked to be king and queen and represent our parish, our town ... it’s probably even more exciting now, because we’ve had one more year to think about it.”

The Cortez couple have owned and operated Wagon Wheel Arts & Crafts for 40 years in Des Allemands.

Michael, born and raised in Des Allemands, actually drove the truck that pulled the first-ever queen’s float at the Krewe of Des Allemands parade more than 50 years ago.

“It sure is a proud moment,” he said. “My daughter and grandkids are enjoying it as much as I am. It makes them feel good to know we worked our way to being king and queen.”

He said the news came as a big surprise, and an almost overwhelming one at that.

“I never dreamed of being king and queen. It really made me feel like somebody again,” Michael said.

They’ll be riding on a white and gold float with a royalty theme that they decorated. Though it’s an exciting time, Mary Ann noted this isn’t the

first time they’ve taken part in the festivities on a float.

“My daughter had a float in the parade for a few years, so we’ve been kind of involved with it before,” she said. “The people are so nice. You’re able to throw the children things and see the smiles on their faces, and it’s just a great feeling.”

They will have their grandchildren riding with them—and perhaps their great granddaughter. A silver lining of the event skipping a year is that the infant is old enough to ride now at a year and a half of age.

“It must have been meant to be,” said Mary Ann, who has lived in Des Allemands since wedding Michael 53 years ago.



“It’s probably even more exciting now, because we’ve had one more year to think about it.”

- Mary Ann Cortez

Of course, part of the festivities includes the Krewe’s annual ball, an event the Cortez family has now experienced twice in their royal roles.

“I danced more at both of them than I have in my entire life,” Michael said.

For someone who has been around since the very first rolling of the parade, he said it’s a truly special feeling to be in this position, particularly so because it comes with family and represents a celebration of the entire community.

“It’s a big time party,” he said. “That’s the most people we ever get in Des Allemands. It’s a wonderful family event ... the ball was a fantastic time and it was really great to see everyone turn out to celebrate with us.”

Getting to know the King and Queen

- Michael and Mary Ann Cortez share the distinction of “longest reigning king and queen” in Krewe of Des Allemands history, thanks to last year’s rainout.
- Michael drove the truck that pulled the parade’s first-ever Queen’s float.
- The Cortez’s have been married for more than 50 years and they’ve owned and operate Wagon Wheel Arts and Crafts in Des Allemands for the past 40 years.

Congratulations

Krewe of Lul

King Vernon Higgins
Queen Susette Higgins
and
Grand Marshal
Maurice “Mickey” Loupe, Jr.

Krewe of Des Allemands

King Michael Cortez
Queen Mary Ann Cortez
and
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King Michael Cortez
Queen Mary Ann Cortez

AND

Grand Marshals Jane Fonseca
and Ruby Fonseca



United Way of St. Charles
23rd Annual Bridge Run
5K Run/Walk
Saturday, April 6, 2019



United Way of St. Charles

More Info at uwaysc.org

2019 Grand Marshals

‘Once in a lifetime experience’ comes twice for Lul grand marshal

By Anna Thibodeaux
Managing Editor
annat@heraldguide.com

Maurice “Mickey” Loupe Jr. is serving a second year as grand marshal. Although Loupe called it a once in a lifetime experience last year, it turned out to be twice – so far.

Last year’s parade was cancelled when stormy weather was forecast so Loupe is keeping a close eye on the weather because he’s ready to ride in the parade. He’s even checked the Farmer’s Almanac for a weather outlook.

He doesn’t want to repeat postponing the parade so he plans to roll at noon Saturday

“I hope the weather gets better so we can have a good time.”
- Maurice “Mickey” Loupe Jr.

(March 2).

“I hope the weather gets better so we can have a good time,” Loupe said.

So far, the forecast is good although the parade’s king, Vernon Higgins, has insisted the parade will roll come rain or shine this year.

Loupe’s throws will include last year’s scroll dated 2018 (with a drawing of his father and mother’s business, a combined beauty shop and furniture store called MA Loupe Furniture and Appliance that had been on River Road in Luling for years) and this year’s scroll dated 2019, about 1,000 of them total, along with some beads.

Loupe will ride with his son, Maurice Loupe III.

Being named grand marshal of the Krewe of Lul parade is a family affair for Loupe.

His parents, Maurice and Lucille Loupe, reigned as king and queen in 1985, in

the eighth year of the parade, and his sister, Betty Muller, and brother-in-law, Donald Sr., also reigned as king and queen in 2007 in the parade’s 13th year.

It’s Loupe’s first time as parade royalty, although he’s ridden on many parades and been involved with the Krewe of Lul since 1977.

A resident of Luling since he was two years old, Loupe, 74, retired from Hooker and Occidental where he worked for 32 years. He enjoys hunting, fishing and gardening. He is a parishioner of St. Anthony of Padua Catholic Church in Luling.

“It’s a good outing for a family to come and have a good time,” Loupe said. “Everybody just come out and have a good time.”

Lul trivia

- **When was the first coronation ball?** 1996 – King Charles and Queen Carol Oubre.
- **What sisters reigned as Lul royalty?** Queen Mae Champagne (1998) and Grand Marshal Pearl Bourgeois (2010), and Queen Billie Simoneaux (2003) and Grand Marshal Dorothy Dufresne (2017).
- **What parents and children reigned as Lul royalty?** King “Papa” John and Queen Jennie Buscalacchi (1978), and daughter – Grand Marshal Catherine Eusea (2002).



Krewe of Des Allemands’ Grand Marshals Jane and Ruby Fonseca.

Krewe of Des Allemands Grand Marshals Jane and Ruby Fonseca

By Ryan Arena
Editor
ryana@heraldguide.com

It’s take two for Jane and Ruby Fonseca, the grand marshals of this year’s Krewe of Des Allemands parade, after their first opportunity washed out due to weather last year.

Jane said it was disappointing to miss the chance to ride last year, and this year she can’t wait to take it all in this Sunday. This won’t be her first time riding in a parade, but it will be the first she has as royalty.

“I’ve always enjoyed riding with my kids, so I’m ready for sure,” she said. “All my kids were here last year and we kinda missed it, but we have another chance now. Usually I ride in the middle ... it’ll feel very different up front.”

Jane is born and raised in Des Allemands and worked at Spahr’s Restaurant for 40 years before retiring.

She got the news while visiting her daughter. A founding member of the krewe, when she saw people involved in the parade planning arrive, she had an inkling what was to come.

“I’m thinking, ‘oh my gosh, I think I know what’s going on,’” Jane said. “I wasn’t sure and then Mitzi Tregle tells me, ‘C’mon, how many times have you made me do this stuff? Now you have to do it for me!’ So I said alright.

“They decided to give the old lady a chance,” she added with a chuckle. “I’d been out of the club for at least 12 years, so I never even expected this.”

Ruby received a similar invitation — and, not one to seek the spotlight, she actually declined at first.

“But then my great grandkids come loving up on me and asking, ‘please, please, please!’ They convinced me,” Ruby said.

“They decided to give the old lady a chance”
- Jane Fonseca

Unlike Jane, Ruby has never been a parade rider before, much less parade royalty, so this two-year experience is all new to her.

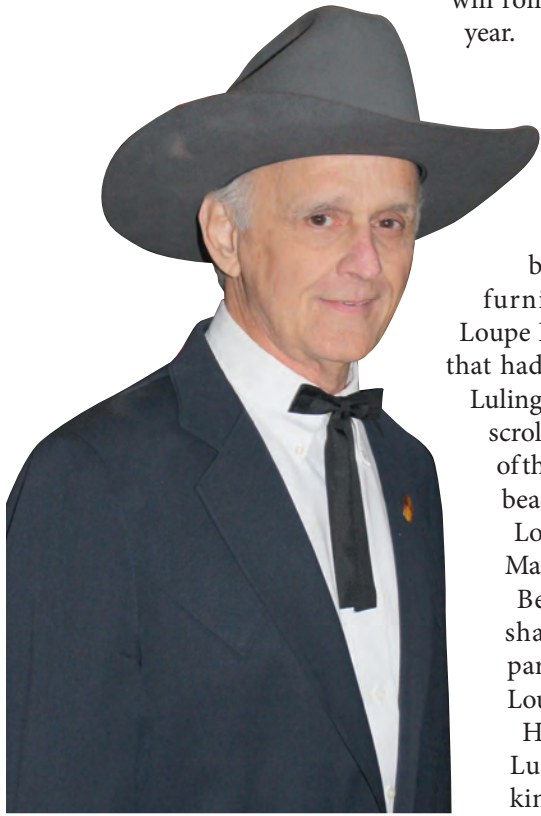
“I don’t know if I’ll be able to see anybody!” Ruby said. “People tell me they’ll be hollering at you ... you can’t see everything because it happens so fast. (Jane) has been through it though, so I’ll have to follow her lead.”

She’s attended more than her share of Des Allemands parade runs, though.

“We always go, it’s not far from where I live,” she said. “I cook for my kids and grandkids, we walk a couple of blocks and catch it. It’ll be a different deal entirely this year, I know that. I’m looking forward to it.”

A grand ol’ time

- The two Des Allemands natives and sister-in-laws are eager for their chance to ride this Sunday after missing out a year ago.
- Jane Fonseca worked at Spahr’s Restaurant in Des Allemands for 40 years prior to her retirement.
- While Jane is something of a veteran of the parade riding experience, this will be Ruby’s first opportunity to ride in a parade.



Grand Marshal Maurice ‘Mickey’ Loupe



Congratulations to Krewe of Lul
King Vernon Higgins & Queen Susette Higgins
Grand Marshal
Maurice “Mickey” Loupe, Jr.

Congratulations to Krewe of Des Allemands
King Michael Cortez & Queen Mary Ann Cortez
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Parish President Larry Cochran wishes to congratulate St. Charles Parish’s Mardi Gras Royalty!

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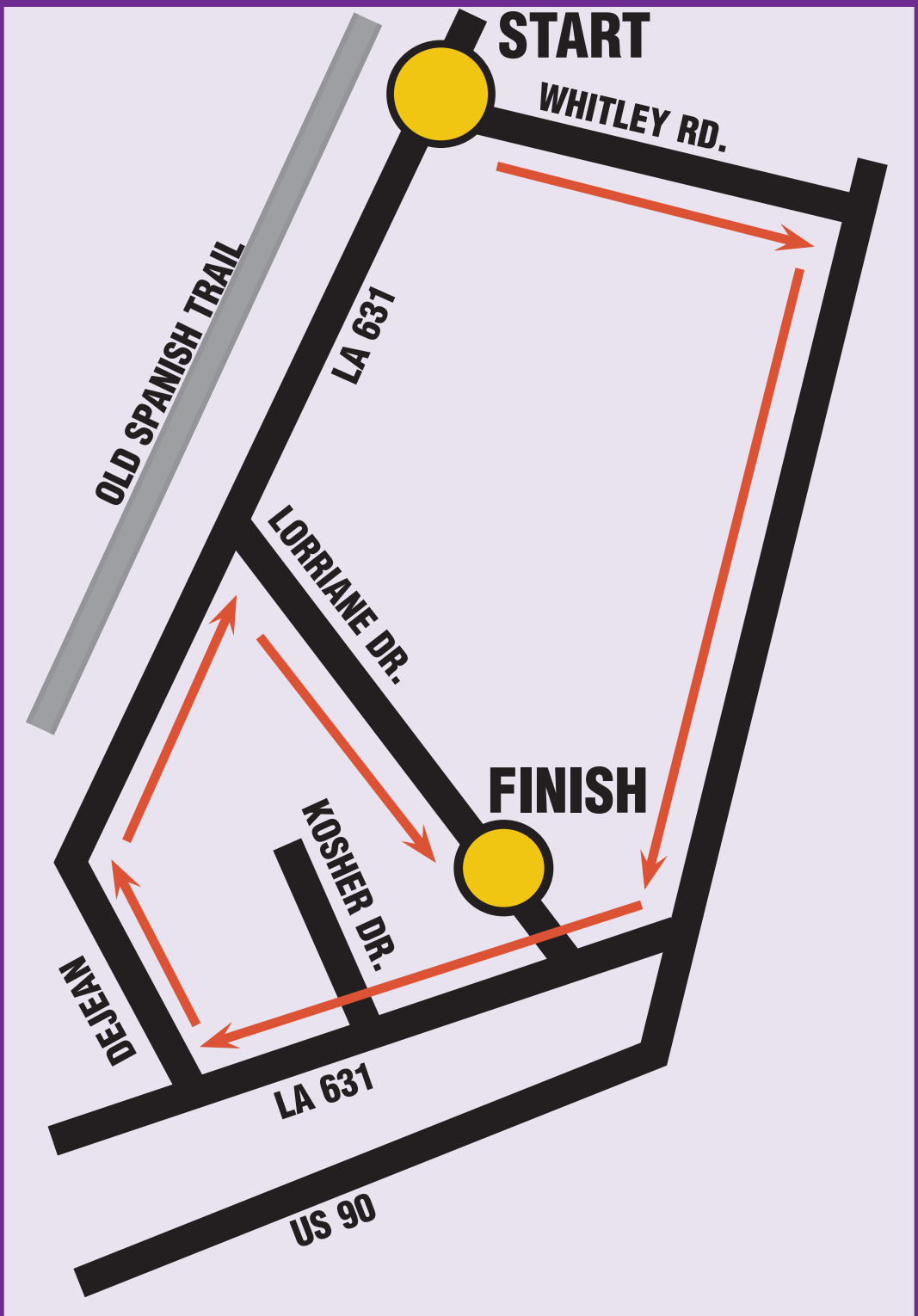
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Mardi Gras

Krewe of Lul Parade Route



Krewe of Des Allemands Parade Route



LUL from page 1A

Lul's Grand Marshal Maurice "Mickey" Loupe Jr. also represents a line of parade royalty with his parents, as well as sister and brother-in-law, who all served as king and queen.

In addition to the floats, the parade will include 15 festival queens, 12 dance teams, three fire departments (Luling, Killona and Paradis), the Arc of St. Charles collecting beads, St. Charles Parish Hospital's Mr. Peanut truck collecting jars of peanut butter for the Social Concerns food bank (parade goers are asked to bring jars of peanut butter to donate), as well as the parish's Sheriff's Office and EMS.

The Hahnville High School band, dance team,

"What's unique with this parade versus a parade in New Orleans is you know most of the people riding. You'll see people you know on every single float."

- Beth Landry

cheerleaders and ROTC will lead the parade.

As intended last year, the king and queen will have their own float, rather than the designated float for royalty, Landry said.

"Due to Vernon's history of building floats and riding in parades, they wanted to go nontraditional so they built their own float," she said.

"That's something different that everyone will be excited to see."

Vernon and Susette Higgins originally rode in the Krewe of Des Allemands parade and developed their own parade in Luling in 1978, which became known as the Krewe of Lul.

In the first year, they rode with six floats along with John and Jennie Buscalacchi as the

krewe's first king and queen.

To this day, some of the floats that line up for the Krewe of Lul also roll the next day in the Krewe of Des Allemands parade.

Beginning at Winnwood Shopping Center, the route will turn onto Paul Maillard Road, take a right onto River Road, a right onto Sugarhouse Road, another right onto Angus Road and circle back to the same shopping center.

"What's unique with this parade versus a parade in New Orleans is you know most of the people riding," Landry said. "You'll see people you know on every single float."

Per Krewe of Lul tradition, there is no parade theme. Each

float will have its own theme and throws.

Parade spectators make a day of the family-friendly event, Landry said. They barbecue on the levee with family and friends.

"It's a great sense of community," she said of the parade's

appeal. "Everybody knows everybody, and even if you don't know them you'll share your food with them because of that sense of community we have in St. Charles Parish."

Krewe of Lul history

- The Krewe of Lul was founded in 1978.
- The parade's first royalty was John and Jennie Buscaloacchi and the parade has six floats.
- In 1980, a scroll was among the throws with the names of the first three kings and queens the parade rolled.
- The parade banner includes the Hale Boggs Bridge.

DES ALLEMANDS from page 1A

"We have a couple new entries this year," she said, noting some new dance groups and the participation of the St. Charles Parish Animal Shelter with some adoptable animals along for the ride. "We have most of our returning floats back, our dependables who never let us down, love the parade and ride every year. We've had a lot of interest this year."

Hahnville High will be among those represented, with its band and ROTC both in for the festivities again.

The king and queen of this year's krewe are Des Allemands natives Michael and Mary Ann Cortez of Des Allemands. The grand marshals are Jane Fonseca and Ruby Fonseca. The four were chosen last year, but unable to ride when the 2018 event was cancelled.

"They're our longest reigning royalty," Tregle quipped.

Tregle said it was a tough decision to cancel last year's parade and one made only when it was clear that there

"Rain or shine, we decided. It may take a tornado to stop us this time."

- Mitzi Tregle

was no way to ensure the event could be held safely.

"We pushed it as long as possible to make a final decision, and it was heartbreaking for us," Tregle said. "It wasn't a decision we wanted to make, but if someone were on the

route or watching and gets hurt, not only could that have been avoided but then you can't have the parade anymore at all."

She said she thinks the year off, as well as the relatively late time of the season the parade falls on, will attract one of the event's larger crowds.

"We just find later in the year, we tend to have better turnouts. So we should have a great crowd, I'd think," she said.

To join the parade, contact Mitzi Tregle at dacarni-vaalkrewe@yahoo.com.

Rain or shine, the good times will roll

- The Krewe of Des Allemands Parade will begin Sunday at 1 p.m.
- The route begins on Whitley Road before traveling up to U.S. Highway 90, turning into the town's business district, heading down Dejean Street toward Old Spanish Trail and then backing up Lorraine Drive to the highway.
- This will be the 63rd year the Des Allemands community has come together to celebrate with the parade. After a year off, there will be more participants marching and riding than in years past, making for the longest event in recent memory for the parade.



Happy Mardi Gras!

Laissez les bon temps rouler!





CONGRATULATIONS

King Vernon Higgins & Queen Susette Higgins
and
Grand Marshal Maurice "Mickey" Loupe, Jr.



CONGRATULATIONS

King Michael Cortez & Queen Mary Ann Cortez
and
Grand Marshals Jane Fonseca & Ruby Fonseca

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CHLOE from page 1A

“This was my first baby,” Doucet said. “All I cared about was how does her heart or her lungs look or how’s her brain forming?”

Despite worried looks on her family’s faces and pressure to decide so much about her daughter so quickly, she stayed focused on Chloe and how she was going to do amazing things.

Doucet found Early Steps with Ellen Gassen as her physical therapist at home, who has become so beneficial to Chloe that she considers her family.

At nine months old, Chloe got her first prosthetic leg.

“When they put that on, right away she was learning how to stand up and Ms. Ellen saw that,” Doucet said. Gassen told her, “Nothing is going to stop her.”

More prosthetic legs followed, however, and they did slow her down.

Doucet sought an alternative, which she found with Brittany Vicknair at Prosthetic & Orthodic Associates (POA) in Metairie who she calls “our angel.”

“We have been praying for Chloe to be able to run and walk so much more than she was,” said her mother. “When Vickie saw her, she said, ‘Let’s get her started now’ and replaced her stiff leg with one far more mobile that lets her bend her knee.”

POA has partnered with a group called 50 Legs, a group dedicated to providing amputees with needed care and prosthetics that they couldn’t afford without help.

Within 24 hours of applying for help - it came.

Chloe got two legs – the “walking leg” that bends at the knee and her “running leg” that resembles the u-shaped leg that runners use in races.

“She puts it on and my baby is running to me,” she said. “She tells me, ‘I’m winning’ and she got into my arms and she said, ‘I won.’”

The running leg is her favorite and it’s no wonder for a child so full of

“She puts it on and my baby is running to me. She tells me, ‘I’m winning’ and she got into my arms and she said, ‘I won.’”

- Lauren Doucet

energy.

“I know my baby is going to go far,” Doucet said. “Now they see what I’ve been seeing ... she’s dancing with Dance Unlimited in Destrehan and riding horses with Greater New Orleans Therapeutic Riding Center. Chloe loves to ride and she loves to dance.”

Now at age 5, Doucet said little Chloe is starting to tell her story to people, saying, “You know how God made you special, he made me special, too.”

Doucet said this is amazing because her daughter has come a long way. “My daughter is limitless,” she said. “She will take this world by storm. People say how blessed she is, but I’m the one who’s blessed because God gave her to me.”

50 Legs

- The group aims to provide care and prosthetics to people who could not otherwise afford it and to help them live a happier and healthier life.
- It was one of the groups that helped victims of the Boston Marathon bombings.
- Steve Chamberland, a former semi-pro football player, amateur hockey player and pro wrestler founded the group.

GET FIT from page 1A

UW’s Get Fit program.

The success of Get Fit for adults is where the version for kids got interest.

United Way of St. Charles’ Kacy Kernan said the concept came from Get Fit participants loving their program so much that they asked for a program for their children. The pilot program began with 15 children, who were able to bring a parent.

Kernan said they wanted Get Fit Kids to be a family activity, which is why it’s done with a parent, and wanted it to be fun. They’d observed the trend in Get Fit United in which the spouse of many participants asked to join or the couple joined together, which made them more successful.

Landry agreed it worked for them too.

“We’ve been able to cook together and do meal prepping on the week-ends,” Landry said. “The boot camps were great. We exercised together and we’re still doing that together.”

It’s been so successful that Landry put Caylee on her gym membership.

Caylee has already lost 22 pounds. Landry lost 85 pounds in Get Fit

“We were able to do stuff together with kids my own age on eating healthy”

- Caylee Landry

Fit Family

- Caylee Landry lost 22 pounds.
- Christina Landry lost 85 pounds.
- Calvin Landry lost 65 pounds.

and her husband, Calvin, lost 65 pounds.

With the kid program, Kernan said the emphasis is on healthy eating and habits so they don’t end up in the adult program. It included two outdoor fitness sessions a week and nutrition education. UW partnered with Ochsner Health Systems to provide the nutrition classes and Anytime Fitness Luling provided the outdoor fitness activities.

“For me, it really saved my life

MATRIARCH from page 2A

Barry said she was a faithful, devout Catholic as a dedicated parishioner of Our Lady of the Holy Rosary Catholic Church.

“She just lived her life to the fullest,” he said.

As to the secret of her longevity, he recounted his mother saying, “Drink wine,” but clarified she drank recreationally.

Her philosophy about life may have been the source of her youthfulness. On a chalkboard she kept in her kitchen were the words, “Live a long life but don’t get old.”

Still lively and aware at age 93,

Leona did live life to its fullest.

She was an accomplished artist who won awards for her paintings, which were displayed for many years on Royal Street in New Orleans, as well as sold to national and international collectors. She was also a member of the St. Charles Art Guild for many years.

She was an accomplished seamstress, loved to dance and enjoyed traveling, especially with the Sisters on the Fly.

Leona’s house was lively with family get-togethers, which Barry said they will continue doing in their tradi-

tion of food and family.

“We were always over there,” Barry said.

They did it out of love, but also in memory of their father whose parting words were, “Take care of your mother.” They all took turns keeping an eye on her and kept her involved with family because, “That’s what she deserved.”

He lived two houses down from her and his sister next door, which he said was his dad’s doing.

“She was definitely the matriarch,” Barry said. “Whatever momma wanted, momma got.”

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TALK SHOW from page 2A



world, Boutwell said he feels God called him to start the digital show to lead the way on making change.

“Socialism takes; capitalism makes or creates,” he said.

Boutwell unabashedly states his YouTube channel is aimed at enlarging his position as a teacher, pastor, writer and activist.

“God has given me a platform to reach the entire world,” he said. “I believe that socialism is in direct conflict with Christianity. They can’t even exist in the same place.”

Boutwell attended Bible College and fulfilled his long desire to become a pastor, as well as still take care of his wife and four children. He was ordained by the Voice of Hope Ministries in California, which is part of Strategic Communications, a Christian communications company that distributes the Voice of Hope program.

Calling himself a pastor with a digital church, this is what he does fulltime. He’s also a writer of nonfiction novels, a musician, film producer and voiceover artist. He started his channel reading novels, as well as his own novel, “Moon in the Mist - Sleep Swimming,” and it grew into a talk show.

“My political views have drawn the whole audience.”
- Shawn Boutwell

Boutwell actually left St. Charles Parish when he was 18 years old determined to never return, but nearly 30 years later he changed his mind.

“I fell in love with the South in the North,” he said. He’d lived in Boston for seven years and then went to Oregon for 22 years until his wife suggested they move to St. Charles Parish.

In that time, Boutwell decided to start his talk show and started what he feels is becoming a movement.

“We call it ‘The great

awakening’ with a worldwide movement of millions of people all over the world,” he said. “At no time in history have people been more aware of the wrongdoings of government and the crimes perpetrated against people. The bottom line is for the first time in history, we have a president tackling these crucial issues that we feel so strongly about.”

Boutwell is talking about President Donald Trump.

He insists Trump is a “true American” and not part of the “cabal” dedicated to advancing socialism.

“I plan on whatever God has in store so I’m going to just keep doing this,” Boutwell said. “If God wants it to grow, it’ll grow. My job is to minister to the people’s needs, not to preach to their needs.”

Shawn Boutwell: Political talk show

- Shawn Boutwell calls his subscribers “war drummers.”
- His book called “Moon in the Mist – Sleep Swimming,” focused on the Mississippi Freedom Fighters.
- Want to participate in the program? Visit Boutwell’s Facebook page.

MR. RONNIE from page 2A

godfather. He would call us up to just sing sometimes or tell a funny joke. He was always ready for a hug at church. Ronnie was a lector, an usher, a singer for a time. Ronnie loved his church family like he loved his real family. We were better for knowing him, that’s for sure. We will miss him dearly.”

Family friend Beth Landry agreed.

“Everyone knew and loved Mr. Ronnie, especially the younger generation,” Landry said. “He touched many lives by teaching religion classes at Holy Family [church]. Mr. Ronnie also attended Hahnville football games and handed out lollipops. Children were excited to see him because they knew he would share a few kind words and a lollipop. Our community will miss Mr. Ronnie.”

They were Dum Dums, Krupa said of the candy he handed out.

He handed them to kids in the neighborhood or at football games, she said. He rode a three-wheel bike with a flag on it (a Christmas present from the family) for at least 10 years handing them out to kids. He also did it at HHS football games (he had season tickets).

“It was something everyone knew about him,” said a proud Krupa. “When we walked out of the funeral home, we all walked out with Dum Dums in our mouths. It couldn’t have been more perfect.”

It was a statement of loving remembrance for Prevost.

Krupa agreed her father also would be remembered as a man who couldn’t refuse anyone in need. Her memories about about his willingness to help others, as well as being the kind of man who valued



Anthony D'Amico with Ronnie Prevost with the Knights of Columbus.

people for their uniqueness and applauded it.

After graduating from LSU, she recounted moving to Dallas where she met her husband, who was from Chicago.

“He called us the Polajuns – combination Polish and

surprised if he wrote a million letters,” she said. “He wrote so many letters to everyone. He would use different colored ink. My daughter asked what was going through his mind with using so many colors in a letter.”

“When we walked out of the funeral home, we all walked out with Dum Dums in our mouths. It couldn’t have been more perfect.”

- Danelle Krupa

Cajun,” Krupa said. “Everyone was family to him – everyone. He always had a way of making you feel so special.”

Prevost also had nicknames for people. Krupa’s nickname was Big D, even though she was tiny as a child.

The Hahnville man was also a voracious letter writer.

“I wouldn’t be the least bit

In fact, the writings could be like a rainbow on paper and he’d write to anyone – family, friends, the priest or someone he’d just met. The recipient was anyone who he wanted to give a kind word or even a blessing.

And Krupa added, “We all feel blessed that we had him.”

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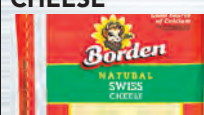
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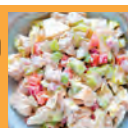
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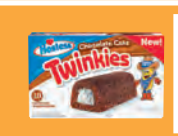
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District champ Lady Tigers hope to build on breakthrough next season

By **Ryan Arena**
Sports Editor
ryana@heraldguide.com

Though Hahnville fell in its first round Class 5A playoff game at Northshore, the Lady Tigers certainly have a foundation to build upon after a breakthrough 2018-19 season.

The team earned a co-district championship in 7-5A and went 21-13 this season, including a dominant 15-3 surge to cap the regular season. “It was a journey,” said Hahnville coach Arrianna Martin. “The girls really started to understand what they needed to do and they truly played together. We didn’t have those situations where one person feels like they had to take over, but one where everyone contributed to our success.”

“The girls really started to understand what they needed to do and they truly played together.”

- Hahnville coach Arrianna Martin

It was the first district championship in several seasons for Hahnville and the first under Martin, who took the program’s helm prior to the 2016-17 season.

More positive news is that the Tigers graduate just one senior, though a key player in Chardeidra Madison, who transferred to the school last May for her final season. But joining the returning players will be Kamryn Bartholomew, who broke out as a freshman but missed this season with a knee injury.

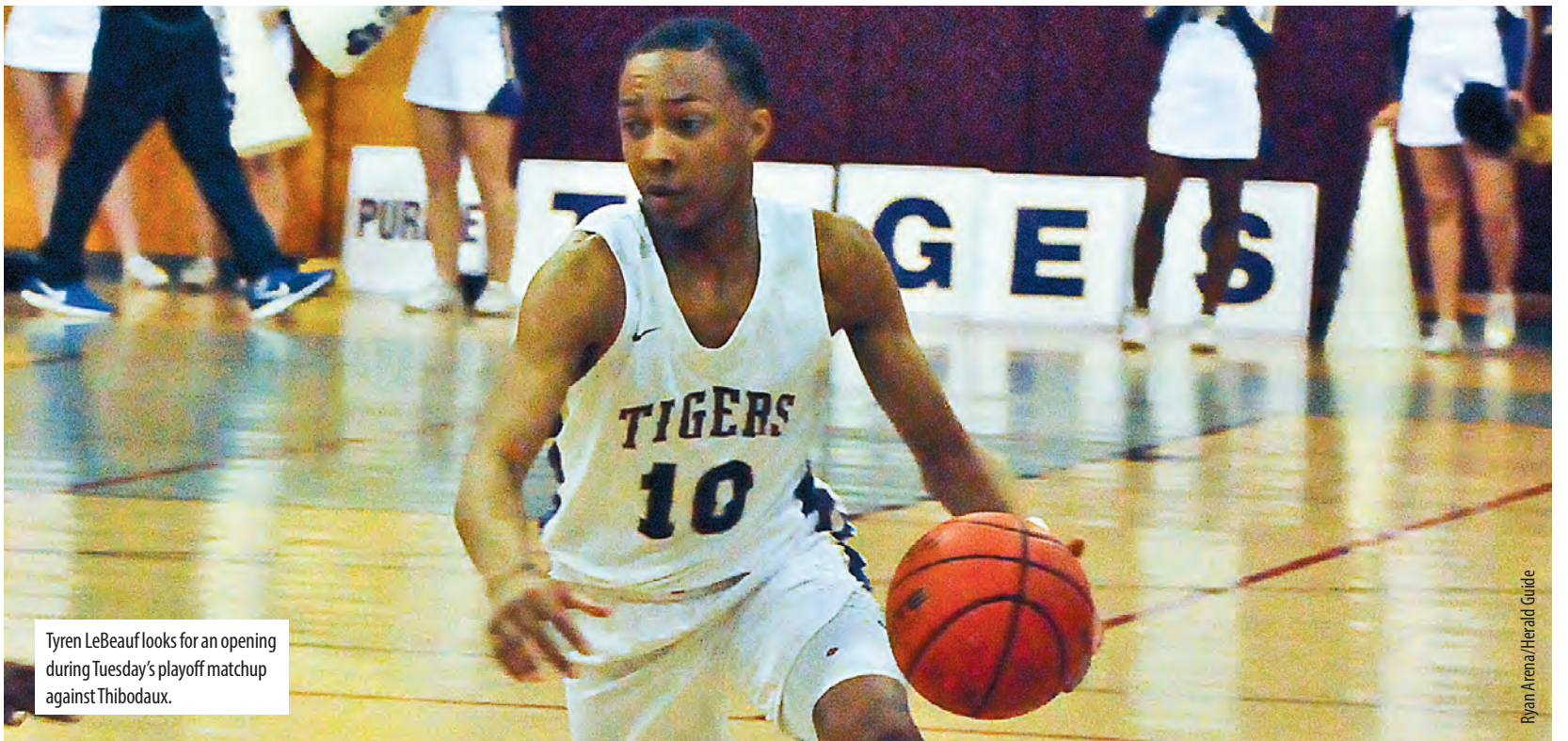
“(Madison) is definitely a loss to us who helped us a lot ... Kamryn will be returning and that’s huge for us,” Martin said. “She’ll be an awesome addition to what we’ve accomplished this year. I know she’s hungry. I think the other girls are hungry for more as well.”

The playoff loss represented a bitter end for what was a strong season, a 67-44 loss to a Northshore team the Tigers had played tough earlier in the season in a 58-53 loss. Hahnville started the game strong, but Northshore took control in the second quarter and maintained it from there.

“Hopefully, we learn from it,” Martin said. “The tough thing for me to accept is this was a team we’d played before, and we know we can give them a better game. Northshore was ready to play a playoff basketball game. For us, I hope it’s a reminder that you show up all the time. Don’t leave yourself with ‘should haves.’”

The first game between the teams in the regular season was actually what Martin pointed at as a jumping off point for her team in the second half of the season. Following that loss, Hahnville went on to win its next eight games and set itself up for a district championship split with Thibodaux.

“That’s when I think the girls realized they had the opportunity to do something, to make their mark,” Martin said. “We went through some things this year and we persevered through them, which makes the success we had feel that much better.”



Tyren LeBeau looks for an opening during Tuesday’s playoff matchup against Thibodaux.

Ryan Arena/Herald Guide

Heartbreaking loss to top seed ends Hahnville’s season

HHS stopped just before quarterfinals

By **Ryan Arena**
Sports Editor
ryana@heraldguide.com

Gutwrenching.

For a Hahnville team that pushed No. 1 Thibodaux to its limit Tuesday night in front of a jam-packed crowd at R.K. Smith gymnasium, there’s no clearer way to describe the 17th seeded Tigers’ 70-68 second round loss.

Hahnville (21-14) led by nine with just under seven minutes left after a clutch Claudell Harris jumper. But Thibodaux chipped away before Rashad Winslow’s putback of his own missed free throw put Thibodaux ahead by four with

just seconds remaining and all but spelled the end of Hahnville’s season—on a night that seemed destined for the HHS program to secure

“It’s ... just tough to end the season like this.”

-Yussef Jasmine

its biggest victory in years.

“At the end of the day, we have to make those plays,” said Hahnville coach Yussef Jasmine. They got an offensive rebound, a put back and

that was the difference in the game. I think we matured ... we showed we could compete with them and I thought we had a strong chance of winning. But they made more plays and made their free throws down the stretch.

“It’s a tough loss. Just tough to end the season like this.”

Key for Thibodaux (33-2) was the aggressive play of Marvin Robertson, who scored 10 points in the fourth quarter and continuously got to the foul line — Robertson sank eight of his 10 free throw attempts in the final quarter, en route to a team-high 17 points.

“We knew (Robertson and Kobi Johnson) were

TIGERS on page 2B

Destrehan falls in round one after late season surge

Destrehan entered 7-5A competition with a strong 15-4 record



Keva Peters and his Destrehan teammates began to heat up late in the season.

Ryan Arena/Herald Guide

By **Ryan Arena**
Editor
ryana@heraldguide.com

After winning four of its last five regular season games to rally into the playoffs, a Destrehan team with a depleted frontcourt fell on the road at LaGrange, 94-71, bringing its season to an end.

The Wildcats (19-11), the No. 21 seed, were without center Mako Marin, who was injured in the regular season’s second to last game. Destrehan’s draw was immediately unforgiving in that regard, with LaGrange (22-9) boasting 6-foot-6 center Darrell Washington as one of its major threats at both ends of the court.

“We really lost the game on the boards,” said Destrehan coach Todd Bourg. “Not having Mako certainly hurt us. I thought we could push the ball and maybe get some easy baskets before the big monster gets down there. And we did score 71 ... but we just couldn’t get our defense where it needed to be this year and we saw it there again.”

The loss interrupted the Wildcats’ best stretch of basketball since the district play began the first week of January. Destrehan entered

DHS on page 2B

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Kim Lacombe and his son Tyler displaying some huge bass caught from Des Allemands over the weekend. Kim is the offensive line coach at Lutchter High School



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TIGERS from page 1B

solid players and we gave up too many to (Robertson) down the stretch when we knew he'd be the guy to shoot the ball. You can't do that and win games."

It was a three point lead for HHS with 1:38 left when it forced Thibodaux into three missed shots on its ensuing possession, but Hahnville couldn't secure the rebound before deflecting the final miss out of bounds. Rashad Winslow scored on the inbounds play to make it 66-65.

Hahnville was whistled for a travel at the other end as it tried to handle the ball and drain some clock. But the Tigers turned it over and Thibodaux's J'Mari Carter put his team ahead 67-66. The Tigers' Dylan Lorio drove to the basket but missed a contested shot and Winslow drew a foul.

Winslow made one free throw and missed the second, but rebounded his own miss and put the ball in to make it 70-66 with seconds remaining. Hahnville cut it to two with one second left, but the game was effectively over.

It was a back and forth game all night. Hahnville began to



Takourin Grows soars through the lane for a basket.

surge ahead late in the third quarter, which ended with a Marcel Byrd 3-pointer as time expired to put Hahnville ahead by five. Early in the fourth quarter, Claudell Harris sank a turnaround jumper to put Hahnville ahead nine.

"We had some advantages when we spread them out," Jasmine said. "We were able to build that lead, but we just didn't finish it off defensively."

Briceson Harrell led HHS

with 12 points. Dylan Lorio and Kaden Pierre each scored 11 and Takourin Grows and Tyren LeBeauf each scored 10 in a balanced effort.

Rashad Robinson scored 14 and Kobi Johnson 11 for Thibodaux.

Hahnville advanced to round two on the back of a 58-55 road victory at Lafayette. Claudell Harris led that effort with 19 points, while Kaden Pierre added 17.

DHS from page 1B

7-5A competition with a strong 15-4 record, but lost seven of its first eight district games.

"Every night's a tough one in our district, and we were really struggling to stop teams," Bourg said.

An adjustment to the starting lineup and rotation sparked a turnaround, though. Instead of starting two big men and three guards as Destrehan had most of the season, Bourg opted to start four guards and

one forward/center. The now-quicker Wildcats were able to get out and guard better on the perimeter and cause matchup problems at the offensive end. And for the team's bigs, it also alleviated problems with foul trouble, effectively ensuring less situations where both starters would have to sit at the same time.

Destrehan won four in a row, besting East St. John, Central Lafourche, H.L. Bourgeois and Terrebonne, the last of

those victories coming on the road via a last second game-winning shot by J.R. Blood. It all added up to the Wildcats' first playoff berth since 2014.

"We had trouble stopping their big guys, but they had trouble stopping our guards," Bourg said of the late season games. "We were able to go out and get some big wins. Blood hit the big shot at the buzzer at Terrebonne. We started playing pretty well."

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Barry Guillot and Milton Cambre are pictured with 8th Grade Wetland Watchers from Harry Hurst Middle School in St. Charles Parish.

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Krewes of Lul, Des Allemands kicking off the party



Top: The 2019 Krewe of Des Allemands royalty at their dance with King and Queen Michael and Mary Ann Cortez leading the way. In the back row are parade committee members Lynne Pickett, Janet Theriot and Sherry Folse. **Left:** At the Krewe of Lul ball dancing are Billie and Earl Simoneaux and Quincee Berthelot and her husband. **Below them** are Sheriff Greg Champagne and his wife, Alice, also at the Lul ball. **Center** is Dudley Webre dancing with his umbrella, also at Lul ball. **Right** is Krewe of Lul King and Queen Vernon and Susette Higgins.

Above: Pepper Brown dressed for the Lul ball. **Below,** Krewe of Des Allemands crowd enjoying the dance featuring the band Tet Dur.



Krewe of Des Allemands photos by Norman "Bud" Alexander



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MARCH 2

Krewe of Lul

The Krewe of Lul Mardi Gras parade will be held at noon March 2 in Luling. The parade lines up at the Winnwood Shopping Center on Paul Maillard Road (LA 52) in Luling. Proceeds north on Paul Maillard Road to River Road (LA 18), turns right and continues to Sugarhouse Road turning right again, and another right turn onto Angus Drive.

Krewe of Montz

The Krewe of Montz will roll March 2 at 10 a.m. in Montz.

MARCH 3

Krewe of Des Allemands

The Krewe of Des Allemands Mardi Gras parade will be held at 1 p.m. March 3 in Des Allemands. The parade will hvae floats, visiting queens, characters, fire trucks and dance groups.

MARCH 4 - 5

Parish government closed

The St. Charles Parish government offices will be closed March 4 – 5 in observance of Presidents Day and Mardi Gras.

MARCH 8 - APRIL 12

Lenten dinners

St. Anthony of Padua Catholic Church and the K.C. Council 2409 are offering lentin dinners every Friday March 8 - April 12 from 5 - 7 p.m. at the church, 234 Angus Drive, Luling. Dishes will include a fish plate or gumbo with potato salad at \$8 per plate.

MARCH 9

Trash bash

The St. Charles Parish Trash Bash, a litter cleanup and recycling awareness even, will be held 8:30 a.m. to 1 p.m. March 6 is the deadline to register as a volunteer at scptrashbash.org or by calling (985) 331-8604. Volunteers will spread throughout the parish at 8:30 a.m. The celebration will kick off at 11:30 a.m. at the Edward A. Dufresne Community Center, 274 Judge Edward Dufresne Parkway in Luling. The Capital Area Corporate Recycling Council will be on site to collect old electronics and provide recycling information to residents. For more information on parish activities, visit www.stcharlesparish-la.gov, www.facebook.com/stcharlesgov or www.twitter.com/stcharlesgov.

community calender

What's Happening

whathappening@heraldguide.com



MARCH 16

HHS crawfish cook-off

Hahnville High School's second annual crawfish cook-off will be held 11 a.m. to 3 p.m. March 16 at St. Charles Westbank Bridge Park. Maximum 20 teams (four to six members per team) will be accepted at \$25 a person. Tickets are \$3; drink tickets are \$1 and snowball tickets are \$1. Registration forms for teams are at the school office with March 9 the deadline for entries. Proceeds support HHS-sponsored Pat Pitre Memorial Scholarship Fund. For more information, contact Amy Crochet at acrochet@stcharles.k12.us.

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Lakewood Elementary hosts Wetland Watchers for Parent Night

In February, Barry Guillot's Wetland Watchers brought a menagerie of animals to Lakewood Elementary for students to see, pet, hold and learn about, as well as experiments for students to perform during Parent Night.



Megan Arellano and Sarah Champagne pet a snake.



Waylon Farmer and Payton Hogan pose with the Wetland Watcher alligator mascot.



Nathan Siebert conducts an experiment to create a tornado in a bottle.



Zaylen Plack pets a sand boa.

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FOR SALE - NEW LISTING!

112 ZACHARY DRIVE
BOUTTE

Beautiful condition - This 3 bdrm - 2 bath boast 10' & 11' ft ceilings And neutral colors. Lovely salt-water in-ground 17K gallon pool is 12 yrs old. - pump changed 11/18. Granite counters in the kitchen w/ gas range-oven. Master bath has double vanity, separate shower & jet tub. Work bench & cabinets in the side entry dal garage. Irrigation meter & lawn sprinkler . Gas log firepl, alarm system, Trane unit serviced 2X a year. **\$309,500**

FOR RENT

403 PERRYLN LN
LULING

3 Bed, 2.5 Bath, brick townhouse with garage. 12 Mo. lease. \$1,495 Deposit. Fresh & clean. Inside utility. Covered patio. Cable available. Landlord takes care of lawn maintenance. Special: with favorable credit application - split your deposit in half. 50% At time of lease and 2nd half due within 30 days. **\$1,495/mth**

RENT - PRICE DECREASE

1105 KINLER STREET
LULING

3 Bedroom - 2 full bath, available. Single garage - fenced yard. No carpet - All Electric. Favorable credit application will allow for Section 8. **\$1,125/mth.**

FOR SALE

130 BERNICE DR
LULING

What "home" looks like. Be charmed by this 2 story with beautiful offerings. 2 Bedrooms downstairs. Workshop under roof is heated & cooled w/utility sink & insulated mini garage door to outside. Updated and lovely. Lg den w/ gas fireplace. Newer roof-most windows and hvac components. Home warranty offered. Sq ft taken from plans. **\$249,900.**

FOR SALE

326 BEAUPRE DRIVE
LULING

Entertainers Delight! Sitting on 3 Lots backing to the Levee makes this 5 bdrm home feel private. Indoors & Out enjoy entertaining in The Formal Areas and the Up or Down stairs Den!! Fireplace & Wet bar in Den overlooks the large covered Patio in back with Deck and Hot tub. Attached double garage and Detached. Garage with workshop & Work out/Hobby room w/1/2 Bath. Kitchen remodeled w/Granite & awesome appliances in 2009. NEW windows and Solar panels (owned) and tankless Water Heater-energy efficient! **\$479,000.**

VACANT LAND

16528 HWY 90 HWY
DES ALLEMANDS

Beautiful acre site for a residential home. C/3 zoning with residential restrictions. Set your sights on this approximate 1.822 acre property site. Conveniently located between Houma/Thibodaux and I-310 connection. **\$109,000.**

16512 HIGHWAY 90
HIGHWAY

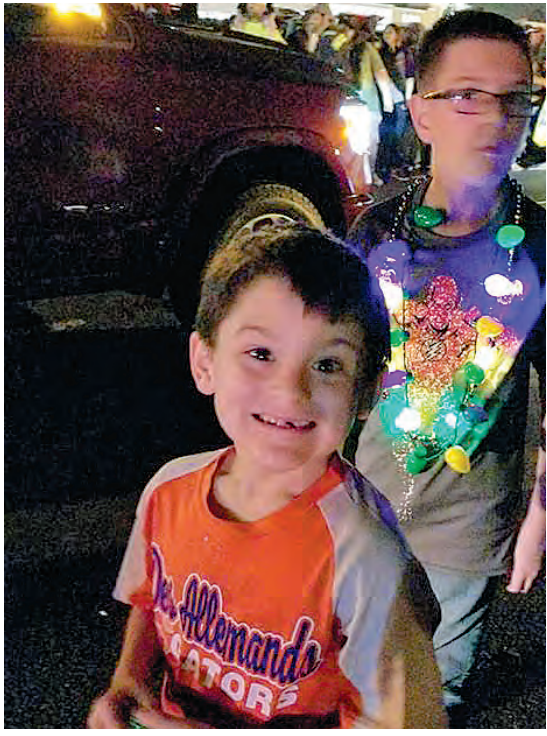
Approximately 2.284 acres to build your dream home off of Hwy 90. Conveniently located between Houma/Thibodaux and I-310 connection. Don't miss this opportunity - A rare find! **\$129,900**

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Amelie Fuselier, Randy Allen and Natalie Ford



Hayden waiting for the Hercules parade.



Luke and Joey Bourgeois



Quinn Gammon at Knights of Nemesis.



Justin and Maverick Ward



Kennedy Mitchell and Dee Mitchell Sr.

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Mardi Gras Fun

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Tracy, Emery, Emilee and Emma Elizabeth with Mickey and Minnie at Mardi Gras Mambo party at Luv 2 Play



Mycal Martin & Tyler Breaux



Triston, Easton, & Claire Herrera at Family Gras!



Misty and Carly Perret



Sophie Bourgeois



Amyri, Azyri and Shane Thomas



Corey, Cale, Chelsea, Mary and Quinn at Knights of Nemesis.



Amanda, Lexi and Justice



Stephanie Parria and her granddaughter McKenzie.



Kinsley and Ellie Matherne

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2019 Louisiana Association of
Fairs and Festivals crowns queen



On Feb. 23, Kristal Breaux of Bayou Gauche was crowned the 2019 Louisiana Association of Fairs and Festivals queen. Breaux was crowned as the first Alligator Festival Queen in August and went on to represent the local festival during the 2019 Louisiana Association of Fairs and Festivals Convention at the Crowne Plaza in Baton Rouge. The pageant had 67 competitors from festivals across the state vying for the coveted title. She will continue to represent the Alligator Festival and Rotary Club of St. Charles Parish in addition to her new role as the LAFF Queen. Her duties will include working with the LAFF board to promote association membership and to promote state tourism.

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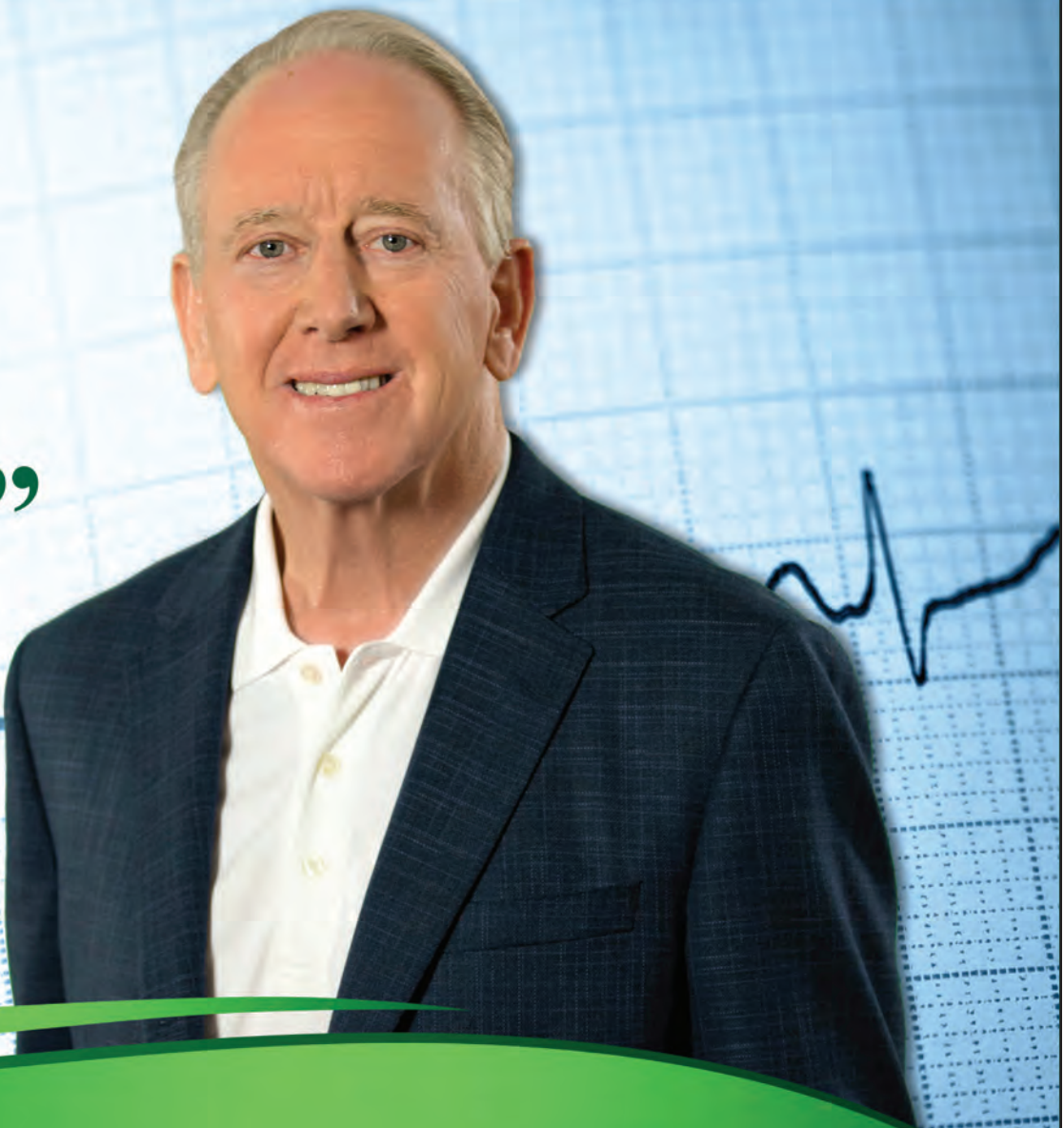
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St. Charles Parish recent Real Estate Transactions

• 412 Magnolia Ave. in Boutte

sold for \$100,000 by Home for You LLC to Christina and William Pax.

• Legend Oaks Lot 343 in Des Allemands

sold for \$43,000 by RJM Enterprises to Paul J. Hymel and Mindy Hymel.

• 13864 River Road in Destrehan

was donated by Barbara Williams to Stephen Williams.

• 221 Ashton Oaks Lane in Luling

sold for \$200,480 by DSLD Homes LLC to Gabrielle and Thomas Young.

• 414 Kellogg Drive in Luling

was sold for \$242,000 by Jason and Alison Miller to Cody Paul Zeringue.

• 10409 River Road in Ama

sold for \$45,000 by Brian and Tanya Troxler to Brennen and Melissa Friloux.

• Legend Oaks lot 326 in Des Allemands

sold for \$82,000 by Linda Hymel and Kenneth Janeau Sr. to Dunn Homes LLC.

• 237 Mary St. in Norco

sold for \$150,000 by C&D Private Holdings Company to Jason Beebe.

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326 BEAUPRE
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2175 S ALBERT ST
3 bedroom, 1 bath. 1800 sq ft home in a convenient location. Large workshop area in backyard. Large kitchen. 3rd bedroom can be an office or additional living space. Schedule your private showing. \$105,000 Call Lauren Jones @ 504-812-4020



928 PAUL MALLARD RD
Beautiful, modern, brick home nestled in an established neighborhood. The open floor plan is designed for parties and family gatherings where memories will be made. A smartly designed kitchen flows into an eat-in dining nook. This home embodies 3 spacious bedrooms with loads of storage space. The master bedroom feels like a cozy retreat with a soothing en suite. Located in Louisiana's #1 ranked school district near shops, restaurants and I-310. \$180,000 Call Marquita Diggins @ 504-220-6712



315 DESOTO
Four bedroom on cul de sac street. Has many improvements, more needed. Beautiful large lot. Brand new flooring and roof. Workshop off garage. \$179,000 Call Betty Dufrene @ 504-417-2783



2316 DELTA QUEEN
Adorable 3 bedroom 2 full bath. NO CARPET; Rear yard access. \$110,000 Call Chandra Evans @ 504-559-8100



130 BERNICE DR
What 'home' looks like. Be charmed by this 2 story with beautiful offerings. 2 Bedrooms downstairs. Workshop under roof is heated & cooled w/utility sink & insulated mini garage door to outside. Updated and lovely. Lg den w/gas fireplace. Newer roof-most windows and hvac components. Home warranty offered. Sq ft taken from plans. \$249,900 Call Regina Allemand @ 504-495-2452



112 ZACHARY DR
Beautiful condition - This 3 bdrm - 2 bath boast 10' & 11' ft ceilings And neutral colors. Lovely salt-water in-ground 17K gallon pool is 12 yrs old. - pump changed 11/18. Granite counters in the kitchen w/gas range-oven. Master bath has double vanity, separate shower & jet tub. Work bench & cabinets in the side entry dbl garage. Irrigation meter & lawn sprinkler. Gas log firepl, alarm system. Trane unit serviced 2K a year. \$309,500 Call Regina Allemand @ 504-495-2452



213 SCOTT ST
Beautifully renovated cottage with fenced yard. Nice front porch. Over-sized covered carport and workshop/garage. One block from library & playground. New tankless water heater. Window units in workshop. Sq. Ft. for Workshop is 428. \$149,000 Call Betty Dufrene @ 504-414-2783



211 ALLIE LN
Nice three bedroom home with fenced in back yard and open floor plan. Foam insulation, architectural shingle roof. New carpets in living area and ceramic tile in kitchen area. \$179,900 Call Victoria Hatfield @ 504-231-1726



1273 LULING ESTATES DR
Don't miss out on this 4 bedroom, 2 bath very well maintained home! Clean & crisp and ready for your to call it home. Large living room plus spacious den. No carpeting! \$147,000 Call Chandra White-Evan @ 504-559-8100



15570 RIVER ROAD
Property is zoned C-2 - Opportunity to renovate or tear down. Prime opportunity. Current rental home had \$700 income. Two structures on property with separate gas and electrical meters and share same water meter. Buyer to satisfy zoning with SCP P&Z office. Possible C-2 zonings include: Mini Storage, Offices, Repair shops, and Dry Cleaners. \$109,900 Call Regina Allemand @ 504-495-2452



150 NICHOLAS ST
Brick home on quiet street. Large fenced back yard, Single car garage/carport. 3 bedrooms, 2 baths. \$152,000 Call Chandra White-Evans @ 504-559-8100



243 CANAL ST #A
Unit A is an end with a separate entry and also has an extra side entrance perfect for business owner entry. There are five separate rooms with an open area. Utility area with sink and open drain. Ceiling fans. Bathroom. Space was formerly used as a dentist office. Can be used for lawyer's office, insurance agents, or other professional services. A nail salon, spa, dog grooming space would also do well here. Many opportunities. Ample parking and easy access. Excellent location. \$900. Call Barbara Blue (504) 431-2541



E HARDING & HOOVER DR
7 lots to be sold together. 3 lots measure 20x80 each (60x80 total) fronting E. Harding street and 4 lots directly behind measure 20x80 each (80x80 total) fronting E. Hoover. This is undeveloped land and needs plenty of filling. From 9th Street to Airline Drive, East Hoover was never finished. The only access to these lots is through E. Harding street. For building restrictions or mobile homes allowed, call planning and zoning. \$25,000 Call Mayra White (504) 913-8495.



1484 SERE ST - NEW ORLEANS
Drastic price reduction! Phenomenal opportunity to operate a thriving business while living in the second floor apartment, or use this incredible property as an investment. Full remodeling of the building was completed in 2014. Eight (8) parking spaces in the parking lot, as well as plentiful on-street parking available. The space is currently set up as a Reception Hall, Neighborhood Deli, Hair Salon, and a 3 bd, 2 ba, 1500 sf. apartment (apartment is on the second floor). 3 A/C units. Both the Reception Hall and the Beauty Salon are extremely successful owner operated businesses. Deli is not in operation (was never opened yet). Great visibility! Very convenient location in an area that has been experiencing rebirth and is ripe for new businesses to open up! \$450,000 Call Raisa Galper (504) 610-7415 or Barbara Blue (504) 421-2541



RIVER ROAD
This 1.286 acre lot is located next to the historic Ormond Plantation Mansion, across from the Mississippi River Levee, and zoned C-2. \$450,000. Call Paula Skaggs (504) 417-4871



2015 W AIRLINE HIGHWAY
Office space available located on main highway with lots of parking space. Setup to be used as attorney office, real estate office, etc. Convenient to place of worship. Also, convenient to car wash, urgent care facility, restaurants, and other retail businesses. \$990 Call Barbara Blue (504) 431-2541



108 ORMOND BLVD
Located on an acre sized lot, this home is an entertainer's delight, with large dining room, spacious den and kitchen with granite countertops, 2 undercounter ovens, large island and built in refrigerator. The master bedroom has an adjoining bonus room perfect for office and/or workout room. All bedrooms have en-suite baths. Located close to River Rd., and features an inground pool, covered patio, detached 2 car garage with bath, abundance of storage, whole house generator and handicapped features. \$500,000. Call Paula Skaggs (504) 417-4871.



2013 W AIRLINE HIGHWAY
Office space available located on main highway with lots of parking space. Convenient to place of worship. Also, convenient to car wash, urgent care facility, restaurants, and other retail businesses. \$990 Call Barbara Blue (504) 431-2541



510 JULIA ST
Cute raised cottage, that is currently leased, and that makes it an ideal investment! The house has two bedrooms, one bath, kitchen, and living room. Currently the washer and the dryer are in the kitchen. Friendly community with easy access to I-310. \$45,000. Call Raisa Galper (504) 610-7415 or Barbara Blue (504) 421-2541



32260 LONGVIEW ST
Great Investment Property. Bottom floor gutted by a licensed Co. with a transferrable warranty. Downstairs is an openplan, upstairs has 2 bedrooms and an attached 17x24 deck. \$65,000 Call Mayra White (504) 913-8495



26 APPLE ST
LOCATION! LOCATION! LOCATION! Great commercial building presently used as a diner but has the potential for other uses. Has spacious parking lot and ADA accessible ramp. In close proximity to several chemical plants. All equipment included but not warranted. \$249,000 Call Bert Roche (504) 512-7301 or Mayra White (504) 913-8495



3016 ENGLISH COLONY DR
Spacious 3-bedroom, 2-bath home with open floor plan large living/dining room with fireplace, and open floor plan. Tile flooring throughout; Large bonus room which could be used as game room/office/extra bedroom. Security system; Fenced back yard. Shed. Driveway. \$130,000 Call Barbara Blue (504) 421-2541



213 TRAVIS DR
Lovely 3-bedroom/1-1/2 bath raised home; Living room; Den; Rear yard access to large fenced back yard. Storage room; Driveway for off street parking. \$125,000 Call Barbara Blue (504) 421-2541

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**315 DESOTO
LULING**
\$179,000

Four bedroom on cul de sac street. Has many improvements, more needed. Beautiful large lot. Brand new flooring and roof. Workshop off garage. \$179,000 Call Betty Dufrene @ 504-417-2783



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Betty Dufrene



**3016 ENGLISH COLONY DR
LAPLACE**
\$130,000

Spacious 3-bedroom, 2-bath home with open floor plan large living/dining room with fireplace, and open floor plan. Tile flooring throughout; Large bonus room which could be used as game room/office/extra bedroom. Security system; Fenced back yard. Shed. Driveway. \$130,000 Call Barbara Blue (504) 421-2541



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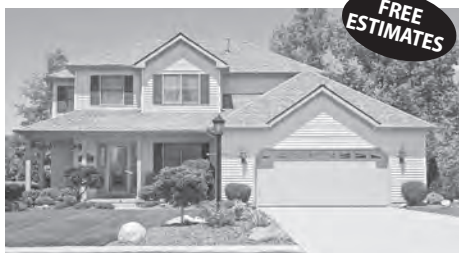
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Prayers

Prayers

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Dear Heart of Jesus,
in the past I have
asked for many favors.
This time I ask you
this very special one
(mention favor).
Take it dear Jesus and
place it within your
own broken heart
where your Father
sees it. Then in your
merciful eyes, it will
become your favor,
not mine. Amen.
Say this prayer for
three days. Promise
publication and favor
will be granted.
Never known to fail.

K.W.A.

God's Ways

Sometimes God's ways are not our ways,
but thank God He knows best what it
should be for us. God will make a way for
us when there seems to be no way. Take
Him as His words & lean on His everlast-
ing arms of love, grace & mercy. Our body
& soul cannot understand God's ways,
sometimes, but at the end He is the only
answer. Have faith in God! Our life down
here is so short compared to eternity
somewhere. We must carry the love of
God in our heart day & night & to forgive
us for the uncalled words our tongues use,
so we have tame our tongues & know that
it is not God's way to say what we say. Let
us forgive one another & please God &
ask Him to forgive one another & walk in
God's way the right way.

Amen

Edna Matherne

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Public Notice

LOCAL COASTAL PROGRAM

February 14, 2019 NOTICE OF PENDING APPLICATION

This is notification that the St. Charles Parish Local Coastal Program has received a permit application, and it is under review for public comment for a period of 25 days. After which the St. Charles Parish Local Coastal Program will make a determination. Please send any questions or comments to Earl Matherne at the PO Box 302 Hahnville, LA 70057, or by email at ematherne@stcharlesgov.net. The file is available for review at 14996 River Road, Hahnville, LA or call at (985) 783-5060. Permit Application P20181351 - SCP-2018-05 Taylor Hogan This proposal is to clear and fill 0.3 acres of a 3.11 acres site to construct a single family residence.

Location: Lat: 29° 52' 12.3" Long: -90° 24' 16.3"
1121 Magnolia Ridge Road, Boutte, LA 70039, St. Charles Parish
A total of 0.3 acres of wetlands may be affected by this project.
To be published: 2/14, 2/21, 2/28

Public Notice

ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT

The St. Charles Parish, Zoning Board of Adjustment will meet on February 21, 2019 at 7:00 p.m. at the St. Charles Parish Courthouse, Council Chamber to hear **ZBA-2019-03** requested by **Derick & Ariel Boudreaux** to reduce the required elevation from DFRM AE +6 to AE +1 for a single family residence at **303 Mark Dr., Des Allemands**, Zoning District R-1A. Council District 4.

ZBA-2019-04 requested by **Kurt Gronwald** to reduce the required rear property from 20 ft. to 5 ft. for an addition to the existing attached garage at **121 Avalon Place, Hahnville**, Zoning District R-1A. Council District 1.

ZBA-2019-05 requested by **John Cortez** to reduce the required elevation from DFRM AE +5 to AE +0.46 ft. for the placement of a mobile home at **138 Julie St., Parades**, Zoning District, Council District 4.

ZBA-2019-06 requested by **Gavin Housend** to reduce the required base flood elevation from DFRM +7 ft. to -2.6 ft. for placement of a mobile home at **136 Sunshine Dr., Des Allemands**, Zoning District R-1A(M). Council District 4.

ALTERNATE DATE: February 28, 2019

PUBLISH: 2/7, 2/14, 2/21

Public Notice

The names of the following persons were drawn to serve as Jurors for Jury Number 209, for the session of said Court, beginning Tuesday, March 26, 2019 at 9:00 a.m. - Division "C"

- 1 ABATE, SCOTT PAUL
- 2 ACOSTA, DOTTIE ESTEY
- 3 AHLEMEYER, STACEY LYNN
- 4 ALLDAY, AMANDA RENEE
- 5 ALLEN, PATTY SANTANGELO
- 6 ALLSHOUSE, CORY JACOB
- 7 ANDERSON, JAMARRA CHRISTINE
- 8 ARELLANO, ZABRINA ZEA
- 9 ARNOLD, SHARON LOU
- 10 ARRON, HEATHER E OLIVIER
- 11 ATKINS, ANGELA LYNN
- 12 AVOGATO, NICKOLAS ROSARIO
- 13 BALDWIN, MARK A.
- 14 BARADELL, CECILIA ANN
- 15 BARATTINI, ANTHONY LAWRENCE
- 16 BARRILLEAUX, RONALD P.
- 17 BAUDIER, BRYAN EUGAL
- 18 BEARD, KENNETH RAY
- 19 BENNET, BRIAN KEITH JR
- 20 BENNETT, OSCAR ALFRED
- 21 BERGERON, EARLINE SABIN
- 22 BETZ, MIKIM M
- 23 BONURA, DANNY STEVEN
- 24 BOSTICK, VICKI LANE
- 25 BOURQUE, JEANNE GEORGE
- 26 BRIEN, ANGELA FAY-SER
- 27 BROUSSARD, CHASE MICHAEL
- 28 BROWN, BENJAMIN DOUGLAS
- 29 BROWN, JUNE D
- 30 BROWN, LINDA THOMAS
- 31 BUCCOLA, CAMERON CAMILLE
- 32 CAMBRE, CAMILLE R
- 33 CAMPBELL, ELIZSHA JANE
- 34 CARRIGEE, KEVIN RAYMOND
- 35 CASANOVA, KAY DOBRE
- 36 CHAUVIN, CALVIN GOMEZ
- 37 CHEEK, JEFFREY JOHN
- 38 CHIFICI, PAUL G
- 39 CLYNE, DANIEL NORMAN
- 40 COLLINS, GINA SOPHIA
- 41 COMARDELLE, BAYLEIGH DANIELLE
- 42 CORNISH, BERNICE MARIE
- 43 CORZO, MAGGIE RYAN
- 44 COTHREN, GIANNA JONES
- 45 DALTON, DUSTIN ALLEN
- 46 DAWSON, EMMY
- 47 DEFRISCO, ROSALIE ANNE
- 48 DEGGS, TORY NATHAN
- 49 DELATTE, GERALDINE CAILET
- 50 DESSELLE, FAYE G
- 51 DOLESE, CARY LYNNE
- 52 DUFOUR, CHARLOTTE EUGENIE
- 53 DUFOUR, KERMIT
- 54 ELISER, MARILYN FONTENOT
- 55 ESCHETE, ALEXIS NICOLE
- 56 EVANS, DONALD WAYNE JR
- 57 EVERETT, WILLIAM L
- 58 FALTERMAN, GERALD JAY
- 59 FOLSE, JOAN HAAS
- 60 FORTIN, SHARON GREGERSEN
- 61 FRANCIS, PATRICIA GOMEZ
- 62 FRANKLIN, KENDRA WILLIAMS
- 63 FREEMAN, AMANDA
- 64 FRILOUX, BRAD ISRAEL
- 65 FRIZZELL, TIGUE DANIEL
- 66 GAUBERT, MARIA CONZONERI
- 67 GILDER, CHARLETTE B
- 68 GOINS, ELAINE LYNN
- 69 GONSOLIN, ROBERT DECURI IV
- 70 GORDON, DARLA TURNER F
- 71 GOURJUES, LYVIN M
- 72 GREEN, FALLON BRASSETTE
- 73 GREEN, NICOLE MARIE
- 74 GRIFFIN, ADAM JOSEPH
- 75 GROS, DONALD WADE
- 76 GUDRY, ROGER JOSEPH
- 77 GUIRDY, LETTY
- 78 GUILLOT, PEGGY SUE
- 79 GULLAGE, ANTHONY SR
- 80 GULLAGE, THEOLA THOMAS
- 81 GWINN, HEIDI ALLEMAND
- 82 HALBROOK, DEVI READ
- 83 HAMILTON, JORDAN CHRISTOPHER
- 84 HAMILTON, LISA ANNETTE
- 85 HARRIS, LENIX
- 86 HARRIS, SHELIA CONSTANCE
- 87 HAWKINS, JAMICA JANVICA
- 88 HEBERT, JOSHUA ERIC
- 89 HENDRICKS, ASHLEY MARIE
- 90 HENRY, VICKI KNIGHT
- 91 HERBERT, MADISON CLAIRE
- 92 HILL, ARTHUR ALEXANDER
- 93 HILLS, TIFFANY B
- 94 HINCHMAN, GEORGE WILLIAM
- 95 HINGLE, ROBERT THOMAS
- 96 HOGAN, BRYAN JOSEPH
- 97 HOGAN, SCOTT MICHAEL
- 98 HORN, JIMMY E JR
- 99 HOUSE, ROBERT FRANKLIN
- 100 HUBBARD, BRADLY WAYNE
- 101 JACKSON, HEATHER GAIL
- 102 JOHNSON, KEVIN MICHAEL
- 103 JOHNSON, MARVEL SMITH
- 104 JOHNSON, TERRY LYNN
- 105 JONES, CEDRICK ONEIL
- 106 JORDAN, JEANNA MITCHELL
- 107 KELLAHAN, THOMAS CASWELL
- 108 KELLER, DENISE PARKS
- 109 KELLY, EILEEN ANN
- 110 KENNY, JESSICA
- 111 KING, AARON W
- 112 LAMBERT, DAVID GLENN
- 113 LAMBERT, RONALD J
- 114 LANDECHE, DAVID J
- 115 LANDRY, FAY VICKAAR
- 116 LANDRY, WALTER JOHN
- 117 LAUMIN, ELOY S JR
- 118 LAURENT, REBECCA LYNN
- 119 LEBOUF, APRIL, ZERINGUE
- 120 LEDET, DIANE ANTHONY
- 121 LEE, VANESSA A
- 122 LIRETTE, DOROTHY K
- 123 LOMARO, JOSHUA DANIEL
- 124 LOMBARD, JACQUELYN B
- 125 LONG, JANET MONTELEONE
- 126 LOUPE, CARLIN
- 127 LOUPE, KAREN S
- 128 LOUVIERE, STEPHEN D
- 129 MARCHESE, ROSEMARY
- 130 MARTIN, ROBERT MITLON JR
- 131 MATHERNE, DARREL M
- 132 MATHERNE, SAMANTHA
- 133 MAY, SAMANTHA MICHELLE
- 134 MCCARTHEY, REYON
- 135 MCKENITH, EROLLO
- 136 MCNABB, MORRIS JOSEPH
- 137 MESSINA, VICKI FAMILAURO
- 138 MITCHELL, KERMIT JEROME
- 139 MITCHELL, KEVIN M
- 140 MOORE, DAVEL
- 141 MULLER, AMANDA BORDELON
- 142 MYERS, RIDGELY PITTMAN
- 143 NAGOLE, MOLLY MARIE
- 144 NAQUIN, KEVIN CHARLES SR
- 145 NICELEY, ALICIA
- 146 NNIAJ, NINIKKA NKECHI
- 147 NOEL, MICHAEL A
- 148 PALMISANO, SHAWN FENDT
- 149 PEREZ, JENNIFER JOY
- 150 PERRER, CLEVELAND N JR
- 151 PETT, LISA MATTHEWS
- 152 PICOU, MIKAELA
- 153 POCHÉ, BENJAMIN P
- 154 PRIETO, GAVIN MATTHEW
- 155 RAIFORD, JESSICA LYNN
- 156 REVAUDER, LUANN
- 157 REYNOLDS, LEE GOLDEN
- 158 RIOS, MARCOT
- 159 RISING, JAMOND MARCUS
- 160 ROBERT, MICHAEL SCOTT
- 161 RODARTE, NORMA
- 162 ROGERS, LAUREN MARIE
- 163 ROUGEOL, WILLIAM ANDREW
- 164 SACHS, DAVID KENNETH
- 165 SANDOLPH, BARBARA JEAN
- 166 SANTA CRUZE, AARON JOSEPH
- 167 SAVARINO, THOMAS M, JR
- 168 SCHEKNAYDER, JOANN
- 169 SEAL, GLENN D
- 170 SEEGER, DONALD J
- 171 SELLERS, EMMA L
- 172 SIMMON, WILLIAM JEWELL
- 173 SLATON, CAROLYN CLARK
- 174 SMITH, PATRICK J JR
- 175 SOULE, TROYNELL
- 176 STEINLAGE, BRYCE JOEL
- 177 STEVENS, CHARLES GEORGE
- 178 STEVENSON, RENEA RUBIN
- 179 SUMLIN, GLORIA
- 180 TAMPLAIN, LEILA MICHELLE
- 181 TAYLOR, ANTHONY BRUCE
- 182 TEMPLET, LANCE PHILLIP
- 183 THIBODAUX, SUSAN DONAHUE
- 184 THOMAS, RENEE M
- 185 THOMPSON, ROBERT E JR
- 186 TOBIAS, LEON JR
- 187 TORPEY, KIMBERLY ANN
- 188 TREGRE, MADDOE ELIZABETH
- 189 TRICHE, MARY B
- 190 WADE, ASHLEY MICHELLE
- 191 WALKER, BRYANT OKEITH
- 192 WATSON, ANDREW
- 193 WEBER, KIM SILL
- 194 WEBER, WILLIAM JOHN
- 195 WHEELER, MARQUISA KASIA
- 196 WHITE, JOHN KEVIN SR
- 197 WILSON, BAILEY ANN
- 198 WILSON, TURELL VON
- 199 YOUNG, JENNIE ANN
- 200 YOUNGBLOOD, JACQUELYN

PUBLISH: February 28, 2018

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON MARCH 7, 2019 AT 7:00 P.M., IN THE COUNCIL CHAMBER OF THE HAHNVILLE COURTHOUSE TO HEAR:

2019-8-HOA requested by **William Martins** for a home occupation - "Mobile Master Mechanics, LLC" at **104 Nottaway Dr., Destrehan**, Zoning District R-1A. Council District 3.

2019-2-R requested by **William Sigmon** to change the zoning classification from C-2 to C-3 on approximately 34,000 square feet at **16780 Hwy. 90, Des Allemands**, Council District 4.

2019-3-R requested by **Max & Company, LLC** to change the zoning classification from C-2 to C-3 on approximately 20,500 square feet at **16896 Hwy. 90, Des Allemands**, Council District 4.

2019-2-MIN requested by **Lloyd Frickey** to resubdivide one Lot 77-A1-S, Sunset Drainage District into five lots near **196 J.B. Green Road, Des Allemands**, Zoning District R-1A(M). Council District 4.

2019-3-MIN requested by **Hailey Champagne** to resubdivide one Lot 2-C, Cutie Subdivision into three lots, **Anna St., Ama**, Zoning District R-1A(M). Council District 2.

2019-3-MAJ requested by **Ashton Plantation Estates, LLC** for Preliminary Plat Approval for Ashton Plantation, Ph. 2-B, 28 lots in Luling, Zoning District R-1A. Council District 7.

2019-2-ORD requested by **Larry Cochran, Parish President** to amend the Zoning Ordinance to clarify the definitions and requirements for townhome developments.

ALTERNATE DATE: MARCH 14, 2019

PUBLISH: 2/21, 2/28, 3/7

Public Notice



LARRY COCHRAN
PARISH PRESIDENT

St. CHARLES PARISH Office Of The Parish President

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057
(985) 783-5000 • FAX: (985) 308-1933
Website: www.stcharlesparish-la.gov • lcocran@stcharlesgov.net

SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UP TO:

11:00 A.M., THURSDAY, MARCH 14, 2019

AT THE ST. CHARLES PARISH PROCUREMENT OFFICE, ROOM 3402, P. O. BOX 302, 15045 RIVER ROAD, PARISH COURTHOUSE, 3RD FLOOR PARISH PRESIDENT'S OFFICE, HAHNVILLE, LOUISIANA 70057, EITHER BY MAIL, HAND DELIVERED OR ON-LINE AT: <https://www.centralbidding.com>. PROMPTLY THEREAFTER, THE BID(S) WILL BE PUBLICLY OPENED AND READ ALOUD ON THE SECOND FLOOR IN THE PARISH COUNCIL CHAMBERS OF THE ST. CHARLES PARISH COURTHOUSE, FOR:

HOME REHABILITATION PROGRAM

DETAILED SPECIFICATIONS MAY BE PICKED UP (PLEASE CALL BEFORE COMING) OR MAILED BY CONTACTING COURTNEY SAUCIER, COMMUNITY SERVICE HOUSING REHAB SPECIALIST, AT 985-764-7944, MONDAY – FRIDAY, 8:30 AM TO 4:00 PM. BID RELATED DOCUMENTS MAY BE VIEWED ONLINE AT <https://www.centralbidding.com>.

BID SHOULD BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE:

"DENOTING APPROPRIATE BID ITEM"

ST. CHARLES PARISH RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. THESE BIDS SPECIFICATIONS HAVE BEEN PREPARED BY OUR OFFICE, SETTING FORTH THOSE ITEMS DEEMED NECESSARY BY OUR PERSONNEL. THEY ARE NOT INTENDED TO BE RESTRICTIVE OR DISCRIMINATORY IN ANY MANNER WHATSOEVER. PLEASE NOTIFY THE PROCUREMENT OFFICE IN WRITING PRIOR TO OPENING BIDS OF ANY DEVIATION FROM THE POLICY.

ST. CHARLES PARISH PROCUREMENT OFFICE
P. O. BOX 302
HAHNVILLE, LA 70057

BID ADVERTISED:
ST. CHARLES HERALD GUIDE:
FEBRUARY 21, 2019
FEBRUARY 28, 2019

Public Notice



LARRY COCHRAN
PARISH PRESIDENT

St. CHARLES PARISH OFFICE OF THE PARISH PRESIDENT

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057
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SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UP TO:

11:00 A.M., THURSDAY, MARCH 14, 2019

AT THE ST. CHARLES PARISH PROCUREMENT OFFICE, ROOM 3402, P. O. BOX 302, 15045 RIVER ROAD, PARISH COURTHOUSE, 3RD FLOOR PARISH PRESIDENT'S OFFICE, HAHNVILLE, LOUISIANA, 70057, EITHER BY MAIL, HAND DELIVERED OR ON-LINE AT: <https://www.centralbidding.com>. PROMPTLY THEREAFTER, THE BIDS WILL BE PUBLICLY OPENED AND READ ALOUD ON THE 2ND FLOOR IN THE PARISH COUNCIL CHAMBERS OF THE ST. CHARLES PARISH COURTHOUSE, FOR:

NEW AND CURRENT SUBMERSIBLE AXIAL FLOW PUMP

DETAILED SPECIFICATIONS MAY BE PICKED UP OR MAILED BY CONTACTING JILL SCHMILL, CPPB, CPPO, PROCUREMENT AGENT, OR SHARON ROCHELLE AT THE PARISH COURTHOUSE (PHONE 985-783-5000). BID RELATED DOCUMENTS MAY BE VIEWED ON-LINE AT <https://www.centralbidding.com>.

BID SHOULD BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE:

"DENOTING APPROPRIATE BID ITEM"

ST. CHARLES PARISH RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. THESE BID SPECIFICATIONS HAVE BEEN PREPARED BY OUR OFFICE, SETTING FORTH THOSE ITEMS DEEMED NECESSARY BY OUR PERSONNEL. THEY ARE NOT INTENDED TO BE RESTRICTIVE OR DISCRIMINATORY IN ANY MANNER WHATSOEVER. PLEASE NOTIFY THE PROCUREMENT OFFICE IN WRITING PRIOR TO OPENING BIDS OF ANY DEVIATION FROM THIS POLICY.

ST. CHARLES PARISH PROCUREMENT OFFICE
P. O. BOX 302
HAHNVILLE, LA 70057

BID ADVERTISED: (3 weeks)
ST. CHARLES HERALD GUIDE
February 21, 2019
February 28, 2019

Public Notice

2ND Floor Med-Psych Renovation
St. Charles Parish Hospital

DOCUMENT 00 1000
ADVERTISEMENT FOR BIDS

Sealed bids will be received until the hour of 2:30 p.m., c.s.t. on Thursday, March 21, 2019 by St. Charles Parish Hospital District #1 in the Pelican Room, 1057 Paul Mallard Rd., Luling, LA 70070 and all bids will be publicly opened and read.

2ND Floor Med-Psych Renovation at St. Charles Parish Hospital

One set of the complete bidding documents may be obtained from Rozas-Ward Architects, 1100 Paydras St., Ste. 3550, New Orleans, LA 70163 to Licensed General Contractors. Contractors shall call ahead to 504-524-4375 to coordinate pick up of drawing sets.

Bidding documents will only be issued to licensed contractors or their authorized representatives. No bidding documents will be issued later than 24 hours prior to the date and time set for the bid opening. **Late bids will not be accepted.**

Bids received in violation of LSA-R.S. 37:2163 (failure to provide contractor's license number on the bid envelope) shall be stamped "Rejected", returned unopened to the bidder and shall not be read aloud.

Contractors are provided the option to submit bid for public contracts through a uniform and secure electronic interactive system. Comply with electronic bidding as stated in the Louisiana Bid Law 2212.1.

Bid related materials may be found online and electronic bids may be submitted at WWW.CENTRALBIDDING.COM

Sealed bids must have project name boldly displayed on outside of envelope.

Each bid must be accompanied by certified check, cashier's check or bid bond made payable to St. Charles Parish Hospital and acceptable to the owner in the amount equal to five (5%) of the total amount bid, including all alternates, and payable without condition to the owner as guarantee that the bidder, if awarded the contract, will promptly execute a contract in accordance with his/her proposal and all terms and conditions of the contract documents. A bid bond shall comply with LSA-R.S. 38:2218(B) and 38:2219, as applicable.

The owner reserves the right to reject any and all bids, waive formalities and to reject non-conforming, non-responsive, unbalanced or conditional bids or bids submitted by non-responsible parties pursuant to the law. **Bids which deviate from the project plan and specifications will not be considered.**

2ND Floor Med-Psych Renovation
St. Charles Parish Hospital
1057 Paul Mallard Rd.,
Luling, LA 70070

A Mandatory Pre-Bid Conference will be held on Thursday, March 7, 2019 starting at 10:00 a.m., c.s.t. located in the Pelican Room, 1057 Paul Mallard Rd., Luling, LA 70070. Walk through of area will follow. Please note that attendees arriving later than 10:05 a.m. will not be granted admittance to the meeting. Bids received from Contractors who did not attend the mandatory pre-bid conference will not be considered.

Blake Boudreaux
Facilities Management Director
St. Charles Parish Hospital
1057 Paul Mallard Rd
Luling, LA 70070

Published in the Bids and Proposal Section of the Herald Guide Newspaper on Thursday, February 21, 2019; Thursday, February 28, 2019; and Thursday, March 7, 2019.

Public Notice

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, MARCH 11, 2019, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2019-0042 (2/18/19, Hogan)

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 PARKING"** signs along the southwest corner of Easy Street and Touchard Lane in Des Allemands.

2019-0044 (2/18/19, Hogan)

An ordinance to rescind Resolution No. 6392 providing supporting authorization to endorse a waiver from the geometric standards regarding lot arrangement.

2019-0051 (2/18/19, Cochran, B. Messerly)

An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for the St. Charles Parish Courthouse Chiller Replacement Project #GB-07-1-17 to decrease the contract amount by \$100,000.00 and increase the contract time by 60 days.

2019-0052 (2/18/19, Cochran, J. Ganote)

An ordinance to approve and authorize the execution of a Contract between Witt O'Brien's, LLC and St. Charles Parish in the amount of \$83,946.00 to update the St. Charles Parish Hazard Mitigation Plan, FEMA PDMC-PJ-06-LA-2017-002.

2019-0053 (2/18/19, Cochran, J. Troxler)

An ordinance to amend the dangerous dog laws found in the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, Section 4-1. Definitions., Section 4-6. Fierce, dangerous or vicious animal., Section 4-7. Penalties., Section 4-10. Keeping of animals not considered pets and keeping of exotic animals and to add Section 4-6.1. Animal Classification Appeals Committee., and Section 4-6.2. Liability insurance, liability bond, property surety bond for dangerous dogs.

2019-0054 (2/18/19, Wilson)

An ordinance to assign the name "Union Carbide Loop" to a private drive approximately 11,815 feet long off LA Highway 3142 which accesses several locations that should be in the E-911 address system.

and best practices for pedestrian and bicycle facilities; and, stakeholders and citizens helped to identify three main goals for the plan: to improve safety, increase transportation options, and spur economic development; and,

WHEREAS, stakeholders and citizens helped identify road and trail segments as well as destination points for a safer and more connected network of pedestrian and bicycle facilities; and,

WHEREAS, the plan gives recommendations for roadway improvements and other facilities as well as policies, programs, cost estimates, and potential funding sources to achieve those goals; and,

WHEREAS, the draft plan has been reviewed by the project steering committee, the Regional Planning Commission, the Louisiana Department of Transportation and Development, the St. Charles Parish Council, Parish Administrators, and Departments; and,

WHEREAS, the plan was presented at the St. Charles Parish Planning and Zoning Commission's regular meeting of January 10, 2019 which led to the Commission voting unanimously in favor of PZRES 2019-01 in support of forwarding the plan to the Parish Council for adoption.

THE ST. CHARLES PARISH COUNCIL ORDAINS:
SECTION I. The St. Charles Parish Comprehensive Pedestrian & Bicycle Master Plan is adopted.
SECTION II. A final document shall be printed and filed with the St. Charles Parish Clerk of Courts and in the records of the St. Charles Parish Council.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOC
FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 18th day of February, 2019 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Michelle Spadator
SECRETARY: Michelle Spadator
DLVO/PARISH PRESIDENT: February 19, 2019
APPROVED: DISAPPROVED:

PARISH PRESIDENT: February 20, 2019
RET/SECRETARY: February 20, 2019
AT: 2:20 pm RECD BY: [Signature]

2019-0028
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 19-2-10
An ordinance to approve and authorize the execution of a Professional Service Multi-Phase Project Contract with Civil & Environmental Consulting Engineers, for providing all necessary professional engineering services for a 1,270-foot road extension of the Rue La Cannes roadway. (Parish Project Number P190102).

WHEREAS, Rue La Cannes is an existing public road that dead ends near St. Charles Parish's Animal Shelter; and,

WHEREAS, the Parish desires to extend Rue La Cannes to connect to Ashton Plantation Boulevard to improve traffic circulation and address safety concerns due to one point of ingress and egress; and,

WHEREAS, the attached contract between the Parish and Civil & Environmental Consulting Engineers describes the proposed engineering services and compensation for this road extension; and,

WHEREAS, the following work phases will be authorized by individual task orders as required for the continuation of the capital improvement project.

Phase 1: Rendered Master Plan
Phase 2: Preliminary Engineering Design
Phase 3: Final Engineering Design
Phase 4: Bidding Phase Services
Phase 5: Construction Phase Services

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Professional Services Contract between Civil & Environmental Consulting Engineers and St. Charles Parish for services as required and assigned via Task Order by the Department of Public Works is hereby approved and accepted.
SECTION II. That the Parish President is hereby authorized to execute said Professional Services Contract on behalf of St. Charles Parish.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: BENEDETTO, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: HOGAN
ABSENT: NONE

And the ordinance was declared adopted this 18th day of February, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Michelle Spadator
SECRETARY: Michelle Spadator
DLVO/PARISH PRESIDENT: February 19, 2019
APPROVED: DISAPPROVED:

PARISH PRESIDENT: February 20, 2019
RET/SECRETARY: February 20, 2019
AT: 2:20 pm RECD BY: [Signature]

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 20th day of February, 2019, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and Civil & Environmental Consulting Engineers a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the Rue La Cannes Road Extension project as described in Ordinance No. 19-2-10, which is attached hereto and made a part hereof.

1.0 GENERAL
The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. The project will be implemented in phases and the Engineer will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, where specified in Engineer's proposal dated April 15, 2018 (Proposal), which is attached hereto and made a part hereof.

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

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER
2.1 General
2.1.1 Engineer shall provide for Owner professional engineering services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Engineer. These services will include but will not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, structural, and construction engineering and inspection.
2.1.2 In general the Project consists of the design, bidding, and construction phase services shown in the Proposal. Implementation of each phase will not necessarily be done in the order listed. As this project progresses, phases may be deleted or added to complement achieving a successful project.
The proposed project is 1,270 feet of road extension of the Rue La Cannes roadway including associated utilities work.
2.1.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.
2.1.4 Engineer shall obtain from Owner a task order authorization to proceed for each phase of the Project.
2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.
2.2 Task Order - Rendered Master Plan.
2.3 Task Order - Preliminary Engineering Design: Perform the services for preliminary engineering design. Submit one paper copies and one PDF file of the construction documents at 60-percent complete phase to the Parish for review and comments. Based on the Parish's review comments, revise the construction documents as necessary.
2.4 Task Order - Final Engineering Design: Perform the services for final engineering design. Submit one paper copies and one PDF file of the construction documents at 90-percent and 100-percent complete phases to the Parish for review and comments. Based on the Parish's review comments, revise the construction documents as necessary.
2.5 Task Order - Bidding Phase.

2.6 Task Order - Construction Phase Services
2.6.1 General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.
2.6.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress.
2.6.2.1 Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.
2.6.2.2 The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided in 2.6.3. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.

2.6.3 Defective Work. During such visits and on the basis of such observations, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
2.6.4 Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents.
2.6.5 Shop Drawings. Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided in 2.6.3.

2.6.6 Substitutes. Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.
2.6.7 Inspections and Tests. Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
2.6.8 Dispute between Owner and Contractor. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
2.6.9 Applications for Payment. Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

2.6.9.1 Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
2.6.9.2 By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided in, but not limited to paragraph 2.6.3.
2.6.10 Construction Closeout Document. Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.
2.6.11 Inspection. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).
2.6.12 Pre-Construction Conference. Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one(1) electronic file copy of each drawing in AutoCAD format (release 2000 or later) and in PDF format titled to reflect "Construction Drawings".
2.6.13 Owner shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.

2.6.14 Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.6.1 through 2.6.12 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents, inclusive of but not limited to 2.6.3.
2.6.15 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.
2.6.16 Task Order Close-out and Facility Operation
The Engineer shall:
2.6.16.1 Provide start-up services for the new facility.
2.6.16.2 Prepare training materials and provide training of Owner's staff to operate and maintain the new equipment if specified in the Task Order. Training will consist of classroom and hands-on training using the installed equipment.
2.6.16.3 Assemble required sets of equipment manufacturer's operation and maintenance manuals if specified in the Task Order.
2.6.16.4 Assemble required sets of approved shop drawings in proper order if specified in the Task Order.
2.6.16.5 Provide technical consultation and assistance in correcting warranty items.
2.6.16.6 Provide assistance in connection with the refining and adjusting of new equipment or system.
2.6.16.7 Prepare a final set of stamped project drawings reflecting "as built" along with one (1) electronic file copy of those drawings in AutoCAD format (release 2000 or later) and in PDF format titled to reflect "as built".
2.6.16.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
2.6.17.8 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.

2.7 Resident Engineer and Inspection

2.7.1 Engineer shall furnish, if requested, a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. The RPR(s), and the level of support supplied, shall be subject to approval by the Owner.
2.7.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of the Contractor.
2.7.3 The RPR shall be the Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
2.7.4 Duties and Responsibilities of RPR.

2.7.4.1 Schedules. Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
2.7.4.2 Conferences and Meetings. Attend meetings with Contractor, such as Pre-Construction Conferences, Progress Meetings, Job Conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
2.7.4.3 Liaison:
• Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
• Assist in obtaining from Owner additional details or information when required for proper execution of the Work.
2.7.4.4 Shop Drawings and Samples:
• Record date of receipt of Shop Drawings and samples.
• Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
• Advise Engineer and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.
2.7.4.5 Review of Work, Rejection of Defective Work, Inspection and Test.
• Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
• Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.
• Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
• Accompany visiting inspectors representing public agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.

2.7.4.6 Interpretation of Contract Documents. Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
2.7.4.7 Modifications. Consider and evaluate Contractor suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer.
2.7.4.8 Records.
• Maintain at the job site orderly files for correspondence, reports for job conferences, Shop Drawings, and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.
• Keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer and Owner.
• Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
• Keep pictorial record of progress of project.
2.7.4.9 Reports:
• Furnish Engineer and Owner periodic (daily) reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
• Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
• Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Directive Changes and Field Orders in accordance with State and Local Laws.
• Report immediately to Engineer and Owner upon the occurrence of any accident.
2.7.4.10 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure as set forth in the Construction Contract for their submission and forward with recommendations to Engineer noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
2.7.4.11 Certificates, Maintenance and Operations Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the times actually installed and in accordance with the Contract Documents, and having this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.
2.7.4.12 Completion.
• Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
• Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
• Observe that all items on final list have been completed or corrected and make recommendation to Engineer concerning acceptance.

2.7.5 Limitation of Authority.

2.7.5.1 Resident Project Representative
• Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.
• Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
• Shall not undertake any of the responsibilities of Contractor, Sub-Contractor or Contractor's superintendent.
• Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
• Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
• Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
• Shall not authorize Owner to occupy the project in whole or in part.
• Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

3.0 SERVICES OF THE OWNER

3.1 Provide full information as to the requirements of the Task Order.
3.2 Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.
3.3 Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.

4.0 COMPENSATION

4.1 For performance of Basic Engineering as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the Standard Hourly Rate Schedule in the Proposal, and actual time and costs. The not-to-exceed fees for each phase are as follows:
4.1.1 Rendered Master Plan \$ 4,530
4.1.2 Preliminary and Final Engineering \$27,183
4.1.3 Bidding Assistance (incl. printing) \$ 2,266
4.1.4 Construction Phase Services \$11,326
4.1.5 Resident Inspection To be determined at Task Order
4.2 If a Task Order, or any portion thereof, is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0
4.3 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
4.3.1 A copy of the Owner's written authorization to perform the service.
4.3.2 Timesheets for all hours invoiced.
4.3.3 Invoice copies, logs or other substantiation of non-salary expenses.
4.4 For additional engineering and other services described in Section 5, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.9 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5.1, Paragraph 5.1 through 5.1.2.9 inclusive.
5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.
5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.4 of this contract.
5.1.2.1 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.
Prepare to and serve as an expert witness for the Owner in any litigation.
5.1.2.3 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)
5.1.2.4 Services resulting from significant changes in the general scope, extent or character of the Task Order or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.
5.1.2.5 Providing renderings or models for Owner's use.
5.1.2.6 Preparing documents in addition to those furnished under Engineering Design and Construction Documents for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.
5.1.2.7 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
5.1.2.8 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
5.1.2.9 Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

6.0 OWNERSHIP OF DOCUMENTS

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

7.0 TERMINATION.

7.1 This Agreement or any Task Order may be terminated by either party upon thirty (30) days written notice.
7.2 The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

- 7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 7.5 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures.
- 8.0 COMPLIANCE WITH LAWS AND ORDINANCES.
- 8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.
- 9.0 SUCCESSORS AND ASSIGNS
- 9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.
- 10.0 INSURANCE
- 10.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
- 10.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 10.4 Engineer shall include all subcontractors and/or subsconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subsconsultants shall be subject to all the requirements stated herein.
- 10.5 St. Charles Parish shall be named as an additional insured on general liability insurance policies.
- 10.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 11.0 GENERAL
- 11.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property, growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractor and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.
- 11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.
- 11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.
- 12.0 ACCESS TO SITE
- 12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.
- 13.0 WARRANTY
- 13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements
- 13.2 If Engineering Services for a task order designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.
- 14.0 EXCLUSIVE JURISDICTION AND VENUE
- 14.1 For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon ENGINEER'S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

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

WITNESSES:

ST. CHARLES PARISH

Rio S. Dubois

Michelle J. Foster

Larry Cochran
Parish President

WITNESSES:

Civil & Environmental Consulting Engineers

B.D. Albright

Shan & Bailey

Danny J. Hebert
Civil & Environmental Consulting Engineers

EXHIBIT C

Civil & Environmental Consulting Engineers
Danny J. Hebert, P.E., LLC
One American Plaza - 15015 River Road, Suite 310
Luling, LA 70070
phone: (985) 785-2380 fax: (985) 785-2388
www.hebertengineering.com

OPTION A: RUE LA CANNES EXTENSION
WITHOUT DOG PARK PARKING LOT AND PARK DRAINAGE
PRELIMINARY OPINION OF PROBABLE COST
2.24 Acre Development, 1271 La. FL Road

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost
Water System					
1	8" Cgo Water Line	1,271	LF	\$31.10	\$39,528.10
2	Fire Hydrants	3	EA	\$3,800.00	\$11,400.00
3	Const. Staking, Inspection & Adm.	1	LS	\$8,000.00	\$8,000.00
Subtotal Construction Cost of Water System					\$58,928.10
Electrical System					
1	Light Pole (including Bases, Poles, Fixtures, & Wiring in Pole)	11	EA	\$2,540.00	\$27,940.00
2	Const. Staking, Inspection & Adm.	1	LS	\$3,000.00	\$3,000.00
Subtotal Construction Cost of Electrical System					\$30,940.00
Street, Drainage System, and Sidewalk from Rue La Cannes Dr. to Ashton Plantation Blvd.					
1	Cleaning and Grubbing (Type III) Grubbing (± 5%)	1,075	SY	\$2.50	\$2,687.50
2	12" Sand Base/Fill (Spread and Compacted)	1,087	CY	\$15.85	\$17,138.95
3	Pavement (4" Thick Concrete, 4000 PSI)	30,227	SY	\$5.95	\$179,550.92
4	Geotextile Fabric (15K Waste)	5,051	SY	\$1.30	\$6,566.30
5	Monolithic Concrete Curb	2,542	LF	\$6.75	\$17,138.90
6	18" RCP Drainage Pipes	625	LF	\$30.00	\$18,750.00
7	Catch Basins	15	EA	\$3,000.00	\$45,000.00
8	Const. Staking, Inspection & Adm.	1	LS	\$20,000.00	\$20,000.00
9	Sidewalk (6" Wide, 4" Concrete, 4000 PSI)	9,730	SY	\$5.50	\$53,515.00
10	6" Sand Base/Fill (Spread and Compacted)	481	CY	\$12.35	\$5,938.35
Subtotal Construction Cost of Street and Drainage System					\$451,108.72
TOTAL ESTIMATED COST					\$641,276.82

We propose to provide these services for an estimated sum of \$45,304.87 based on the percentage associated with Curve A, which is 8.37% as follows:

Rendered Master Plan	10%	\$4,530.49	
Design and Budgeting	20%	\$9,060.97	
Construction Drawings	40%	\$18,121.95	
Bidding	0.5%	\$1,132.62	
Construction Services	30%	\$9,060.97	
Record Drawings	5%	\$2,265.24	
Printing	2.5%	\$1,132.62	

Note:

1. Since the Engineer has no control over the cost of labor, materials, equipment, or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

2. Estimate does not include additional permitting costs nor costs associated with utilities such as telephone, cable, and gas.

3. Estimated costs are not fixed and may change during the design process.

3. Estimate does not include costs for testing, lab fees, engineering design fees, contingencies, or land purchase.

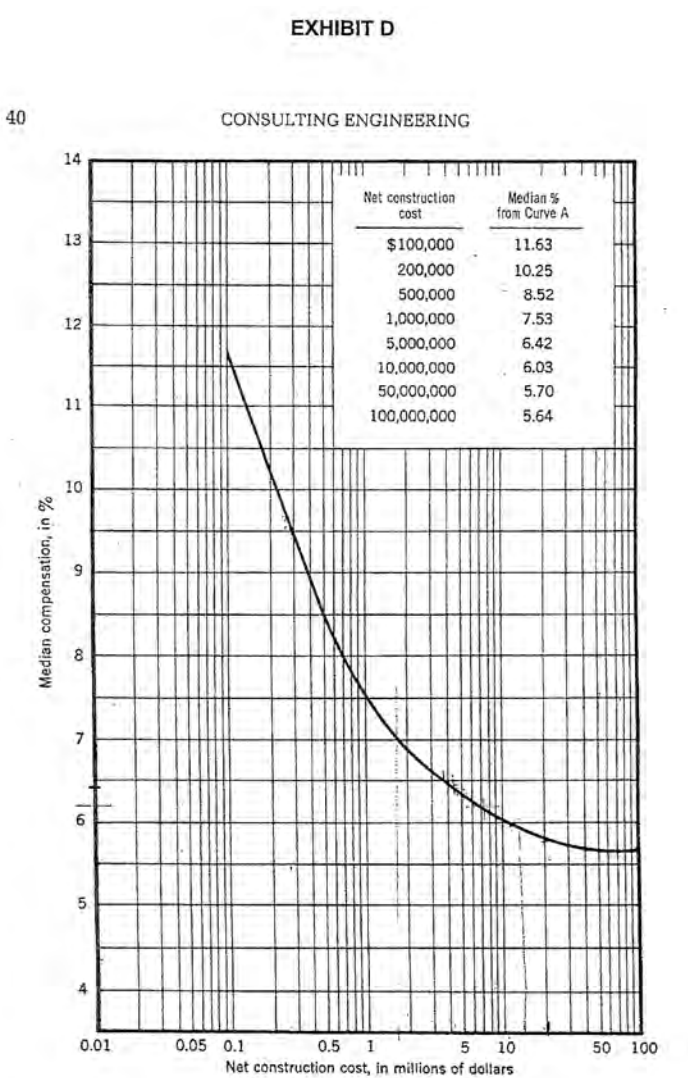


FIG. 1.—CURVE A, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY (1980)



2018 Rate Schedule

OFFICE PERSONNEL:

Principal Engineer	\$225.00/Hr.
Research, Legal Testimony & Depositions	\$300.00/Hr.
Registered Professional Engineer	\$150.00/Hr.
Registered Professional Land Surveyor	\$150.00/Hr.
Design Architect	\$150.00/Hr.
Wetland Delineator/Consultant	\$80.00/Hr.
Environmental Permit Specialist	\$80.00/Hr.
Program/Project Manager	\$200.00/Hr.
Engineering Technician/CAD Designer	\$95.00/Hr.
Clerical	\$65.00/Hr.
Reimbursable Mileage (*Subject to change with annual Federal Tax Guidelines)	\$.545/Mi.*

CONSTRUCTION PERSONNEL & EQUIPMENT

Project Representative	\$75.00/Hr.
Field Vehicle (*Subject to change with annual Federal Tax Guidelines)	\$.545/Mi.*

SURVEY PERSONNEL & EQUIPMENT:

3-Man Survey Party (with standard equipment & vehicle)	\$170.00/Hr.
2-Man Survey Party (with standard equipment & vehicle)	\$130.00/Hr.

COMPUTER SERVICES:

Digital Photo Compilation (8-1/2" x 11" Sheet)	\$ 4.50/Sheet
Computer Modeling	\$150.00/Hr.
Word Processing	\$65.00/Hr.
Computer Plotting (AutoCAD)	\$95.00/Hr.

SUBCONSULTANT SERVICES:

Subconsultant	Actual Cost Plus 15%
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***ALL RATES ARE SUBJECT TO ANNUAL RATE INCREASES**

2019-0029
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)
ORDINANCE NO. 19-2-11

An ordinance to approve and authorize the execution of an Engineering Services Contract between Civil & Environmental Consulting Engineers and St. Charles Parish for the design of a Dog Park near the St. Charles Parish Animal Shelter.

WHEREAS, St. Charles Parish intends to construct a Dog Park for its residents to be able to visit with their canine family members; and,

WHEREAS, it is the desire of the Parish to provide for residents a safe and friendly fenced area for them to exercise and socialize with their dogs; and,

WHEREAS, it will be located in close proximity to the animal shelter so as to help facilitate potential adoption visits and pet acclimation; and,

WHEREAS, it is the desire of the Parish to engage a qualified firm to provide professional engineering services for the design of said project for successful completion; and,

WHEREAS, the park will be constructed in phases with the first phase commencing in 2019; and,

WHEREAS, it is the desire of the Parish and Principal Engineering, to enter into an Engineering Services Contract for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Engineering Services Contract between Civil & Environmental Consulting Engineers, and St. Charles Parish for the design of a Dog Park is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Engineering Services Contract on behalf of St. Charles Parish 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: BENEDETTO, WILSON, CLULÉE, GIBBS, WOODRUFF, BELLOCK,
FLETCHER, FISHER-PERRIER
NAYS: HOGAN
ABSENT: NONE

And the ordinance was declared adopted this 18th day of February, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Michelle J. Foster*
SECRETARY: *Michelle J. Foster*
CLERK/PARISH PRESIDENT: *February 28, 2019*
APPROVED: *[Signature]* DISAPPROVED: *[Signature]*
PARISH PRESIDENT: *[Signature]*
RETROSECRETARY: *February 28, 2019*
AT: 2:20 PM RECD BY: *[Signature]*

MULTIPHASE PROJECT
CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 20th day of February, 2019, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS, 13919 RIVER ROAD, SUITE 310, LULING, LA 70070, a corporation acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the St. Charles Parish Dog Park project as described in Ordinance No. 19-2-11, which is attached hereto and made a part hereof.

- 1.0 GENERAL
- The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. The project will be implemented in phases and the Engineer will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed.
- 1.1 A task order will be issued for each phase and shall specify the work to be performed, basis of payment, and time for completion. Each Task Order shall become an Addendum to and a part of this Contract in accordance with Exhibit A. The Owner may terminate the Contract or any Task Order by written notification and without cause per Section 7.0. Issuance of a Task Order will serve as the Owner's approval to begin a subsequent phase.
- 2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER
- 2.1 General
- 2.1.1 Engineer shall provide for Owner professional engineering services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and

- execute the work on the project(s) assigned to the Engineer. These services will include but will not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control engineering services and construction engineering and inspection.
- 2.1.2 In general, the Project consists of the Design and Construction Management of the following major elements or phases. Implementation of each phase will not necessarily be done in the order listed. As this project progresses, phases may be deleted or added to complement achieving a successful project.
- To provide design services for the construction of a Dog Park as described in the Preliminary Opinion of Probable Cost, Exhibit A.
- 2.1.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.
- 2.1.4 Engineer shall obtain from Owner a task order authorization to proceed for each phase of the Project.
- 2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.
- 2.2 Task Order Conceptual Design (if applicable)
- 2.2.1 Reviewing available data and consulting with the Owner to clarify and define the Owner's requirements for the task order phase of the Project.
- 2.2.2 Conducting a Pre-Design Meeting Workshop with the Owner.
- 2.2.3 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.
- 2.2.4 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the task order phase of the Project, and participating in consultations with such authorities.
- 2.2.5 Providing analyses of the Owner's needs, planning surveys and comparative evaluations of prospective site plans and solutions.
- 2.2.6 Preparing a comprehensive Conceptual Design Report presenting selected solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum (if applicable):
- Discussion of project background and need.
 - Schematic layouts, sketches, or photographs.
 - Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
 - Any special material specifications including major equipment specifications.
 - A preliminary cost estimate for each alternative.
 - Engineer's conceptual opinion of probable costs for the selected alternative.
 - Project Master Schedule – if task orders are interrelated.
 - Task Order project schedule. Schedule will include all aspects of the project/task order from conceptual design to project closure.
 - Discussion as to what permits are needed, time to acquire approvals, and potential adjacent land owner authorizations/servitudes that need addressing. Engineer shall also determine if more than one permit will be required for subsequent Task Orders and a cost effective process to minimize multiple permit expenses.
 - Discussion of the type of additional services, mentioned in 2.2.3, that will be needed.
- 2.2.7 Meeting with the Owner and presenting findings of the Conceptual Design Report.
- 2.2.8 The Conceptual Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 60 days or as otherwise stated in the task order authorization.
- Five(5) copies of the report for review.
 - Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the Master and Task Order project schedules in Microsoft Project format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.
- 2.3 Task Order Design Memorandum (if applicable)
- 2.3.1 The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria established in Conceptual Design and initiate acquiring necessary permits and servitudes. The document will be used in the development of final design plans and specifications and will serve as a guide by designers and other interested parties.
- 2.3.2 The Design Memorandum will consist minimally of the following sections:
- Site Development – project site plan that includes anticipated construction area required and any known servitudes or property owners.
 - Hydraulics - if necessary
 - Treatment Processes - if necessary
 - Design Criteria including a listing of all standard specifications to be used by type (concrete, piling, steel electrical, roads/foundations, etc)
 - Preliminary Drawings – 11X17 minimum size
 - The following indexes: Drawings, Division 00 St Charles Parish Bidding/Contract Documents showing revision number, Division 01 St Charles Parish General Specifications showing revision number, and Division 02-16 material and equipment specifications, to be used in final design.
 - Engineer's preliminary opinion of probable costs.
 - Updated Project Master Schedule – if task orders are interrelated.
 - Updated Task Order project schedule.
 - Summary of estimated quantities – initial bid schedule
 - Instrumentation & Control Philosophy
 - Power Requirements
 - Additional data that will be needed, such as topographical, geotechnical, and project surveying.
- 2.3.3 The engineer will deliver to owner within 15 days following task order authorization a detailed description (including specifications) and estimated cost of required additional services such as site survey, topographical survey, or geotechnical investigation. In addition, the engineer will also deliver an estimated time and cost to apply for regulatory permits from local, state or federal authorities. The owner will have the option to utilize their own surveyor, land/servitude acquisition consultant, permit consultant, or geotech firm.
- 2.3.4 Meeting with the Owner and presenting findings of the Preliminary Design Report.
- 2.3.5 The Preliminary Engineering Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the task order authorization.
- Five(5) copies of the report for review.
 - Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master and Task Order project schedules in Microsoft Project format.
 - Two(2) copies of the drawings (11x17 minimum).
 - Once the drawing review is complete, submit one copy of the revised drawings plus one(1) electronic file copy of each drawing in AutoCAD format (release 2000 or later) and in PDF format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.
- 2.4 Task Order Final Design
- 2.4.1 Prepare for incorporation into Contract Documents final drawings based on the accepted preliminary design documents to show the scope, extent, and character of the work to be furnished and performed by Contract (hereinafter called "Drawings") and Specifications which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute.
- 2.4.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.
- 2.4.3 Preparing the contract/bid document that includes St. Charles Parish's Standardized Construction Contract files and the added engineer's specifications for review and approval by the Owner (and the Owner's legal and other advisors).
- 2.4.4 Meeting with the Owner and presenting the final design.
- 2.4.5 The Final Design Services shall be completed and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the task order authorization.
- Three(3) copies of the contract/bid document for review.
 - Once the contract/bid document has been finalized, submit two(2) stamped copies of the revised document plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master and Task Order project schedules in Microsoft Project format.
 - Two(2) copies of the drawings – D Size for review.
 - Once the drawing review is complete, submit two stamped copies of the revised drawings plus one(1) electronic file copy of each drawing in AutoCAD format (release 2000 or later) and in PDF format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.
- 2.5 Task Order Bidding
- 2.5.1 Produce Contract Documents (specifications and 22" by 34" drawings) for bidding purposes.
- 2.5.2 Assist Owner as necessary in advertising for and obtaining bids for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend Pre-Bid Conferences and receive and process fees for Bidding Documents. Distribute Bidding Documents to potential bidders.
- 2.5.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 2.5.4 Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (herein called "Contractor") for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 2.5.5 Consult with Owner and confirm in writing the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award is required by the Bidding Documents.
- 2.5.6 Attend the Bid Opening, prepare Bid Tabulation Sheets and

	assist Owner in evaluating bids or proposals and recommend, in writing, contract awarding. In addition, Engineer shall assemble contract documents as specified in Exhibit E attached hereto and made a part hereof, for presentation and execution.		
2.6	Task Order Construction		
2.6.1	General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.	2.7.4	Assemble required sets of approved shop drawings in proper order if specified in the Task Order.
2.6.2	Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress.	2.7.5	Provide technical consultation and assistance in correcting warranty items.
2.6.2.1	Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.	2.7.6	Provide assistance in connection with the refining and adjusting of new equipment or system.
2.6.2.2	The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided in 2.6.3. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.	2.7.7	Prepare a final set of stamped project drawings reflecting "as built" along with one(1) electronic file copy of these drawings in AutoCAD format/release 2000 or later) and in PDF format titled to reflect "as built".
2.6.3	Defective Work. During such visits and on the basis of such observations, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.	2.7.8	In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
2.6.4	Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents.	2.7.9	Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.
2.6.5	Shop Drawings. Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided in 2.6.3.	2.8	Resident Engineer and Inspection
2.6.6	Substitutes. Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.	2.8.1	Engineer shall furnish, if requested, a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. The RPR(s), and the level of support supplied, shall be subject to approval by the Owner.
2.6.7	Inspections and Tests. Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).	2.8.2	Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of the Contractor.
2.6.8	Dispute between Owner and Contractor. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.	2.8.3	The RPR shall be the Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
2.6.9	Applications for Payment. Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:	2.8.4	Duties and Responsibilities of RPR.
2.6.9.1	Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).	2.8.4.1	Schedules. Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
2.6.9.2	By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided in, but not limited to paragraph 2.6.3.	2.8.4.2	Conferences and Meetings. Attend meetings with Contractor, such as Pre-Construction Conferences, Progress Meetings, Job Conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
2.6.10	Construction Closeout Document. Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.	2.8.4.3	Liaison: - Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations. - Assist in obtaining from Owner additional details or information when required for proper execution of the Work.
2.6.11	Inspection. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).	2.8.4.4	Shop Drawings and Samples: - Record date of receipt of Shop Drawings and samples. - Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination. - Advise Engineer and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.
2.6.12	Pre-Construction Conference. Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one(1) electronic file copy of each drawing in AutoCAD format/release 2000 or later) and in PDF format titled to reflect "Construction Drawings"	2.8.4.5	Review of Work, Rejection of Defective Work, Inspection and Test. - Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents. - Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval. - Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups. - Accompany visiting inspectors representing public agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
2.6.13	Owner shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.	2.8.4.6	Interpretation of Contract Documents. Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
2.6.14	Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.6.1 through 2.6.12 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents, inclusive of but not limited to 2.6.3.	2.8.4.7	Modifications. Consider and evaluate Contractor suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer.
2.6.15	Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.	2.8.4.8	Records. - Maintain at the job site orderly files for correspondence, reports for job conferences, Shop Drawings, and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents. - Keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer and Owner. - Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment. - Keep pictorial record of progress of project.
2.7	Task Order Close-out and Facility Operation The Engineer shall:	2.8.4.9	Reports: - Furnish Engineer and Owner periodic (daily) reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals. - Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work. - Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Directive Changes and Field Orders in accordance with State and Local Laws. - Report immediately to Engineer and Owner upon the occurrence of any accident.
2.7.1	Provide start-up services for the new facility.	2.8.4.10	Payment Requests. Review applications for payment with Contractor for compliance with the established procedure as set forth in the Construction Contract for their submission and forward with recommendations to Engineer noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
2.7.2	Prepare training materials and provide training of Owner's staff to operate and maintain the new equipment if specified in the Task Order. Training will consist of classroom and hands-on training using the installed equipment.	2.8.4.11	Certificates, Maintenance and Operations Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the times actually installed and in accordance with the Contract Documents, and having this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.
2.7.3	Assemble required sets of equipment manufacturer's operation and maintenance manuals if specified in the Task Order.	2.8.4.12	Completion. - Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction. - Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected. - Observe that all items on final list have been completed or corrected and make recommendation to Engineer concerning acceptance.
3.0	SERVICES OF THE OWNER	2.8.5	Limitation of Authority.
3.1	Provide full information as to the requirements of the Task Order.	2.8.5.1	Resident Project Representative
3.2	Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations		- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer. - Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents. - Shall not undertake any of the responsibilities of Contractor, Sub-Contractor or Contractor's superintendent. - Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents. - Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work. - Shall not accept Shop Drawing or sample submittals from anyone other than Contractor. - Shall not authorize Owner to occupy the project in whole or in part. - Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.
		4.0	COMPENSATION
		4.1	For performance of Basic Engineering and Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.1 through 2.8.5.1 inclusive, required by the Owner, the Owner shall authorize and pay the Engineer as per the following:
		4.1.1	Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases: - For performing services outlined in Section 2.2, <u>Task Order Conceptual Design</u>, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows: - Thirty percent (30%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis. - For performing services outlined in Section 2.3 <u>Task Order Design Memorandum</u>, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 <u>Task Order Final Design</u>, Paragraphs 2.4.1 through 2.4.5 inclusive, Owner agrees to pay Engineer as follows: - Seventy percent (70%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
		4.1.1.1	If the Task Order, or any portion thereof, is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0
		4.1.2	Owner shall pay Engineer for the performance of Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.8 through 2.8.5.1 inclusive, at monthly intervals based on an the hourly rate included in <u>Exhibit C</u> of this Contract. Payment can be billable hours, for a not to exceed amount.
		4.2	If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary Basic Engineering or Resident Engineering and Inspection Services, the Owner shall pay Engineer in accordance with Paragraph 4.2.1 through sixty (60) days of receipt of Engineer's invoice.
		4.2.1	For Additional Services provided by the Engineer such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc., Owner shall pay Engineer based on either the hourly rate included in <u>Exhibit C</u> of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by either billable hours, lump sum, or not to exceed amount.
		4.2.2	The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice. - A copy of the Owner's written authorization to perform the service. - Timesheets for all hours invoiced. - Invoice copies, logs or other substantiation of nonsalary expenses.
		4.2.3	For Additional Services that Engineer acquires from subcontractors and/or sub consultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in Section 10, Paragraph 10.4 and Section 11, Paragraph 11.4 of this Contract. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice. - A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed. - Evidence that the subcontractor and/or subconsultant is insured as required by Section 10, Paragraph 10.4 of this Contract.
		4.2.4	For <u>Additional Engineering</u> described in Section 5, Paragraph 5.1.1, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.
		5.0	CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING
		5.1	The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.11 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.11 inclusive.
		5.1.1	Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.
		5.1.2	Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.2 of this contract.
		5.1.2.1	Providing necessary design topographic surveying for the Task Order to obtain existing grading, locations and dimensions of existing structures, and elevation of critical elements.
		5.1.2.2	Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.
		5.1.2.3	Prepare to and serve as an expert witness for the Owner in any litigation.
		5.1.2.4	Furnish one or more full time Resident Inspectors who will direct his and/or their efforts toward providing assurance for the owner that the completed project will conform to the requirements of the Contract Documents. This shall not be construed as the actual direction of construction work being performed by the Contractor, nor make the engineers responsible for construction techniques, sequences or procedures or the safety precautions incident thereto. A written resume will be submitted to the Owner for each Resident Inspector assigned to the Project. The Owner retains the right to disapprove the use of any Resident Inspector the owner feels is, for any reason, not qualified.
		5.1.2.5	Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)
		5.1.2.6	Services resulting from significant changes in the general scope, extent or character of the Task Order or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.
		5.1.2.7	Providing renderings or models for Owner's use.
		5.1.2.8	Preparing documents in addition to those furnished under Design Engineering and Construction Services for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.
		5.1.2.9	Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
		5.1.2.10	Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
		5.1.2.11	Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.
		6.0	OWNERSHIP OF DOCUMENTS.
		6.1	Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at anytime during the Task Order and, shall be delivered to the Owner prior to termination or final completion of the Contract.
		6.2	Engineer may retain a set of documents for its files.
		6.3	Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.
		6.4	No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this 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.
		7.0	TERMINATION.
		7.1	This Agreement or any Task Order may be terminated by either party upon thirty (30) days written notice.
		7.2	The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
		7.3	The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
		7.4	The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
		7.5	Failure to meet agreed delivery dates or authorized extensions

- pertaining to Contract sections 2.2.8, 2.3.3, and 2.7.9 are considered substantial failures.
- 8.0 COMPLIANCE WITH LAWS AND ORDINANCE.
- 8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.
- 9.0 SUCCESSORS AND ASSIGNS
- 9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.
- 10.0 INSURANCE
- 10.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
- 10.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 10.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 10.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-RS. 23:1061.
- 11.0 GENERAL.
- 11.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property, growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.
- 11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.
- 11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.
- 12.0 ACCESS TO SITE.
- 12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.
- 13.0 WARRANTY.
- 13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements.
- 13.2 If Engineering Services for a task order designed by Engineer does not meet those requirements noted in 13.1, above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.
- 14.0 EXCLUSIVE JURISDICTION AND VENUE
- 14.1 For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon ENGINEER'S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

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

WITNESSES: ST. CHARLES PARISH

Ross S. Delaney

Larry Cochran
Larry Cochran
Parish President

WITNESSES: CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS

Danny J. Hebert
Danny J. Hebert, P.E.
President

EXHIBIT A

Civil & Environmental Consulting Engineers
Danny J. Hebert, P.E., LLC
One American Place - 13519 River Road, Suite 519
Luling, LA 70070
www.hebertengineering.com
phone: (985) 785-2380 fax: (985) 785-2388

ST. CHARLES PARISH DOG PARK
PRELIMINARY OPINION OF PROBABLE
COST
2.6 Acre Development

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost
1	1/2" Pili (Spread and Compacted)	5233	CY	\$10.00	\$52,330.00
2	Exterior Decorative Fence (6' High)	1,459	LF	\$45.00	\$66,225.00
3	Decorative Fence Gate (4' Wide)	8	EA	\$1,000.00	\$8,000.00
4	Decorative Fence Double Gate (12' Wide)	1	EA	\$1,500.00	\$1,500.00
5	Interior Chain Link Fence (6' High)	248	LF	\$35.00	\$8,680.00
6	Interior Chain Link Fence (12' High)	1	EA	\$750.00	\$750.00
7	Main Paved Area (4' Concrete, 4000 PSI)	7,285	SF	\$2.50	\$18,212.50
8	Decorative Brick Pavers	860	SP	\$10.00	\$8,600.00
9	Sidewalk (6' Wide, 4" Concrete, 4000 PSI)	10,287	SP	\$5.50	\$56,578.50
10	Benches	13	EA	\$900.00	\$11,700.00
11	Pavilion (20' x 20')	2	EA	\$25,000.00	\$50,000.00
12	Splash Area	1	LS	\$11,300.00	\$11,300.00
13	Landscaping	9,737	SY	\$4.50	\$43,816.50
14	6" IPS PVC Water Line	410	LF	\$10.50	\$4,305.00
15	Water Fountain (Human & Dogs ADA Compliant)	3	EA	\$3,200.00	\$9,600.00
16	Const. Staking, Inspector & Admin	1	LS	\$10,000.00	\$10,000.00
TOTAL ESTIMATED COST					\$359,491.06

We propose to provide these services for an estimated sum of \$39,965.33 based on the percentage associated with Curve A, which is 9.27% as follows:

Revised Master Plan	10%	\$3,996.53
Design and Budgeting	20%	\$7,993.07
Construction Drawings	40%	\$15,986.13
Bidding	2.5%	\$994.12
Construction Services	20%	\$7,993.07
Record Drawings	5%	\$1,998.27
Printing	2.5%	\$994.13

- Note:
1. Since the Engineer has no control over the cost of labor, materials, equipment, or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
2. Estimate does not include additional permitting costs nor costs associated with utilities such as telephone, cable, and gas.
3. Estimated costs are not final and may change during the design process.
4. Estimate does not include costs for testing lab fees, engineering design fees, contingencies, or land purchase.

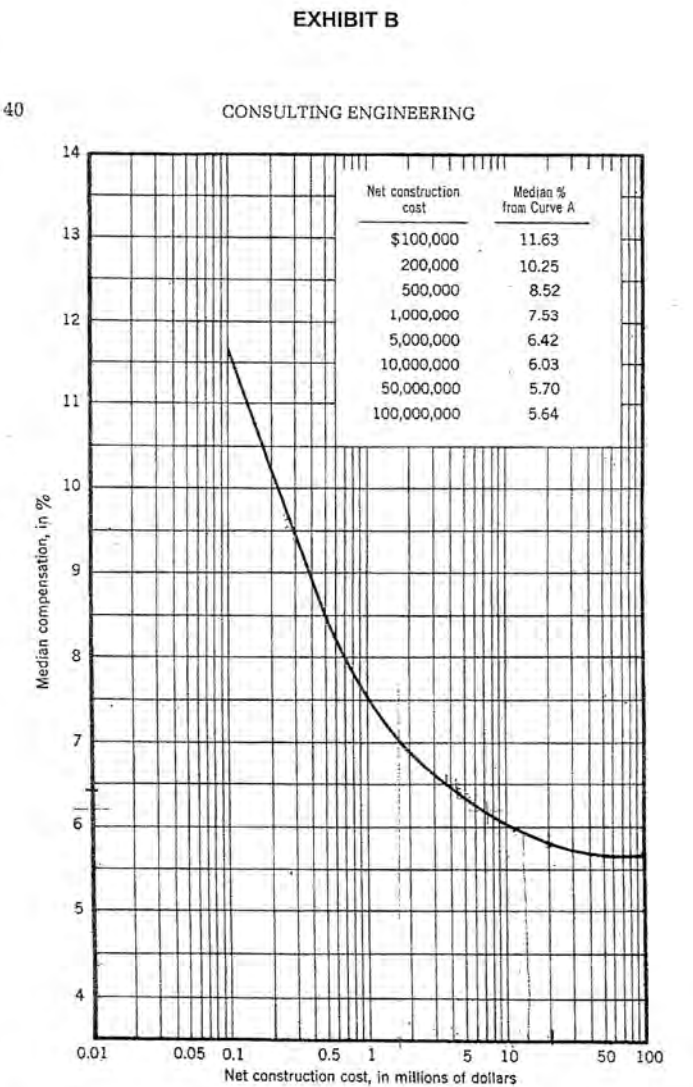


FIG. 1.—CURVE A, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY (1980)

EXHIBIT C

Civil & Environmental Consulting Engineers
Danny J. Hebert, P.E., LLC
One American Place - 13519 River Road, Suite 519
Luling, LA 70070
www.hebertengineering.com
phone: (985) 785-2380 fax: (985) 785-2388

2018 Rate Schedule

OFFICE PERSONNEL:

Principal Engineer	\$225.00/Hr.
Research, Legal Testimony & Depositions	\$300.00/Hr.
Registered Professional Engineer	\$150.00/Hr.
Registered Professional Land Surveyor	\$150.00/Hr.
Design Architect	\$150.00/Hr.
Wetland Delineator/Consultant	\$80.00/Hr.
Environmental Permit Specialist	\$80.00/Hr.
Program/Project Manager	\$200.00/Hr.
Engineering Technician/CAD Designer	\$85.00/Hr.
Clerical	\$65.00/Hr.
Reimbursable Mileage (*Subject to change with annual Federal Tax Guidelines)	\$.545/Mi.*

CONSTRUCTION PERSONNEL & EQUIPMENT

Project Representative	\$75.00/Hr.
Field Vehicle (*Subject to change with annual Federal Tax Guidelines)	\$.545/Mi.*

SURVEY PERSONNEL & EQUIPMENT:

3-Man Survey Party (with standard equipment & vehicle)	\$170.00/Hr.
2-Man Survey Party (with standard equipment & vehicle)	\$130.00/Hr.

COMPUTER SERVICES:

Digital Photo Compilation (8-1/2" x 11" Sheet)	\$ 4.50/Sheet
Computer Modeling	\$150.00/Hr.
Word Processing	\$65.00/Hr.
Computer Plotting (AutoCAD)	\$95.00/Hr.

SUBCONSULTANT SERVICES:

Subconsultant	Actual Cost Plus 15%
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***ALL RATES ARE SUBJECT TO ANNUAL RATE INCREASES**

2019-0030

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

ORDINANCE NO. 19-2-12

An ordinance to approve and authorize the execution of a professional service contract with Digital Engineering, for providing all necessary professional engineering services for a hydrologic/hydraulic analysis of the Ormond Oaks area. (Parish Project Number P180802).

WHEREAS, the St. Charles Parish Council desires to minimize or eliminate flooding in the Ormond Oaks section of the Parish including Ormond Boulevard; and,

WHEREAS, the attached Contract between the Parish and Digital Engineering describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Contract between Digital Engineering and St. Charles Parish for services as required by the Department of Public Works is hereby approved and accepted.

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

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 18th day of February, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Miguel*

SECRETARY: *Miguel*

DLVD/Parish President: *February 19, 2019*

APPROVED: *DISAPPROVED*

PARISH PRESIDENT: *February 20, 2019*

RET/SECRETARY: *February 20, 2019*

AT: 2:20 PM RECD BY: *[Signature]*

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the ____ day of ____, 2019, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and Digital Engineering a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the Hydrologic/Hydraulic Analysis of Ormond Oaks Area project as described in Ordinance No. ____, which is attached hereto and made a part hereof.

- 1.0 GENERAL
- The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. The project will be implemented in phases and the Engineer will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, where specified in Engineer's proposal dated January 25, 2019 (Proposal), which is attached hereto and made a part hereof.

Engineer may begin work upon issuance of a Notice to Proceed. The Owner may terminate the Contract by written notification and without cause per Section 7.0.

- 2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER
- 2.1 General
- 2.1.1 Engineer shall provide for Owner professional engineering services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Engineer. These services will include but will not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil engineering.
- 2.1.2 In general the Project consists of the planning services shown in the Proposal. The project understanding is described in the Proposal.
- 2.1.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.
- 2.1.4 Engineer shall provide minutes of all meetings with St. Charles Parish.
- 2.2 Hydrologic/Hydraulic Analysis: Perform the services for the hydrologic/hydraulic analysis described in the Proposal.

- 3.0 SERVICES OF THE OWNER
- 3.1 Assist the Engineer by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.
- 3.2 Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.
- 4.0 COMPENSATION
- 4.1 For performance of Basic Engineering as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the Standard Hourly Rates in the Proposal, and actual time and costs. The not-to-exceed fee is \$50,947.
- 4.2 If the Contract, or any portion thereof, is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0
- 4.3 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
- 4.3.1 A copy of the Owner's written authorization to perform the service.
- 4.3.2 Timesheets for all hours invoiced.
- 4.3.3 Invoice copies, logs or other substantiation of non-salary expenses.
- 4.4 For additional engineering and other services described in Section 5, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.
- 5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING
- 5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.9 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.9 inclusive.
- 5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.
- 5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.4 of this contract.
- 5.1.2.1 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.
- 5.1.2.2 Prepare to and serve as an expert witness for the Owner in any litigation.
- 5.1.2.3 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)
- 5.1.2.4 Services resulting from significant changes in the general scope, extent or character of the Contract.
- 5.1.2.5 Providing renderings for Owner's use.
- 5.1.2.6 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 6.0 OWNERSHIP OF DOCUMENTS
- 6.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Contract and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 6.2 Engineer may retain a set of documents for its files.
- 6.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.
- 6.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this 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.
- 7.0 TERMINATION.
- 7.1 This Agreement may be terminated by either party upon thirty (30) days written notice.
- 7.2 The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 7.5 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures.
- 8.0 COMPLIANCE WITH LAWS AND ORDINANCE.
- 8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.
- 9.0 SUCCESSORS AND ASSIGNS
- 9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.
- 10.0 INSURANCE
- 10.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
- 10.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 10.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 10.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-RS. 23:1061.
- 11.0 GENERAL
- 11.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property, growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.
- 11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.
- 11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.
- 12.0 ACCESS TO SITE
- 12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and

Publish: February 28, 2019, March 7 & 14, 2019

Public Notice

ADVERTISEMENT

The Sewerage and Water Board of New Orleans (SWBNO) offers for lease on a yearly basis, property belonging to the City of New Orleans for Use and Benefit of the Sewerage and Water Board of New Orleans, described as follows:

The batture only, lying immediately to the front of that portion of the Board's property facing the Mississippi River from the levee toward the River, and bounded by the extent of the Board's frontage on said Mississippi River, viz:

A certain tract of land situated in the Parish of St Charles, State of Louisiana, on the left descending bank of the Mississippi River, measuring approximately 679.30' along the Mississippi River, as shown on a map by the Sewerage and Water Board of New Orleans, Drainage Engineering Department, numbered 1478, dated April 3, 1957, with revisions on April 10, 1957 and July 23, 1969.

The right given to Lessee to use the batture herein described is subject to the following primary terms and conditions:

The mooring of vessels and equipment at the edge of the water in front of said batture is restricted solely and only to grain barges. No other type of cargo will be allowed to anchor at this location.

A copy of bidding instructions and a sample lease document containing essential terms and conditions can be obtained from the Sewerage and Water Board's website: https://www2.swbno.org/business_bidspecifications.asp.

Questions regarding this proposal must be submitted to the Sewerage & Water Board of New Orleans Purchasing Department by Friday, March 15, 2019 no later than 12:00 p.m. to Erin Weaver email erin.weaver@swbno.org.

Written offers to lease must be submitted by sealed bid to the Purchasing Department, 625 Saint Joseph Street, Room 133, New Orleans, Louisiana, 70165, and must be received no later than Thursday, March 21, 2019, at 11 AM, CST. Each offer must be accompanied by a deposit in an amount equal to ten (10%) percent of the bid but not less than \$75.00, in the form of a certified check or a money order payable to the order of the Sewerage and Water Board of New Orleans.

PUBLISH: February 28, March 7 & 14, 2018

Public Notice



I, **Luther T. Holt**, have been convicted of **Indecent Behavior with Juveniles**. Date of Conviction: 10/12/2011. My address is: **126 Carlon Drive, Des Allemands, La. 70030**.

RACE: White
SEX: Male
DOB: 01/30/1980
HGT: 5'9"
WGT: 254
HAIR COLOR: Brown
EYE COLOR: Blue

PUBLISH: February 21 & 28, 2018

Public Notice



I, **Glennile Isaac**, have been convicted of **Aggravated Rape (AT-TEMPTED)**. Date of Conviction: 11/09/1988. My address is: **1113 Paul Frederick St., Luling, La. 70070**

RACE: Black
SEX: Male
DOB: 02/17/1965
HGT: 5'7"
WGT: 168
HAIR COLOR: Brown
EYE COLOR: Brown

PUBLISH: February 28 & March 7, 2018

Public Notice

"Anyone knowing the whereabouts of **NEWTON MATTHEWS**, or his heirs or assigns, please contact Attorney Regina E. Cyrus at (985) 764-9911, 13726 River Road, Destrehan, LA 70047. Important property rights involved.

Publish February 28, 2019 & March 7, 2019

Public Notice

We are applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **38th Annual Little Red Church Food & Fun Festival on May 3rd, 4th, & 5th, 2019** at 13396 River Rd. Destrehan, Louisiana in the Parish of St. Charles. Alcohol will be served at this event. The times of the festival are:
Friday, May 3rd 6:00pm till 10:00 pm
Saturday, May 4th, 11:00 am till 10:00 pm
Sunday, May 5th 11:00 am till 9:00 pm

Publish on February 28, & March 7, 2019

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 83609-D
Date: Tuesday, October 16, 2018
U.S. BANK NATIONAL ASSOCIATION
VS
STEPHEN DERRICK KEYS A/K/A STEPHEN D
KEYS A/K/A STEPHEN KEYS
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: MONDAY, OCTOBER 9, 2017, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, APRIL 3, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: ONE CERTAIN LOT OF GROUND, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as ASHTON PLANTATION, PHASE 1- A, as shown on a Final Plat by Krebs & Lemieux Consultants, Inc., dated November 21, 2005 entitled "Ashton Plantation, Phase 1-A in Sections 87 and 97, T13S-R20E and Section 8, T13S-R20E, St. Charles Parish, Louisiana," which Final Plat was approved by the St. Charles Parish Council on January 9, 2005 by Ordinance No. 06-1-4, and recorded on January 26, 2006, in COB 662, FQlip 688, Entry No. 314853 of the official records ~of St. Charles Parish. And according to the aforementioned Final Plan, the property described herein is designated as LOT 13, SQUARE 5, which bears the dimensions more fully shown on the above referenced Final Plat.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: FIVE HUNDRED TWO THOUSAND NINETY-ONE AND 09/100 (\$502,091.09) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: February 28, 2019
March 28, 2019
ATTORNEY FOR PLAINTIFF:
Corey J. Giroir
P.O. Box 87379
13541 Tiger Bend
Baton Rouge, LA 70879
225-756-0373
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 85188-D
Date: Wednesday, November 7, 2018
HOMEBRIDGE FINANCIAL SERVICES, INC.
VS
THE SUCCESSION OF DO'MONE RAYSHAWN
BENNETT A/K/A DO'MONE RAYSHAWN BENNETT A/K/A DO'MONER BENNETT A/K/A DO'MONE BENNETT, ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, SEPTEMBER 26, 2018, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, APRIL 3, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: ALL THAT CERTAIN LOT OR PARCEL OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, means, privileges, servitudes, appurtenances, advantages and component parts thereunto belonging or in anywise appertaining thereto, lying and being situated in the STATE OF LOUISIANA, PARISH OF ST. CHARLES, in that subdivision known as - CHARLESTOWN, being a resubdivision of a portion of Section 40, Lots X, 1, 2, 3 and 18 Almedia Plantation, T12S, R9E. According to a plan of subdivision prepared by J. J. Krebs and Sons, Inc., dated April 12, 1971 and giv-

en final Parish approval on February 14, 1972, recorded in Map File 7, records of St. Charles Parish, Louisiana, said piece or portion of ground is more fully described as follows, to-wit: LOT 105, all as more fully shown on a recent survey of J.J. Krebs and Sons, Inc., dated February 28, 1972, copy of which is made part of Credit Sale by United Acceptance Corporation to Linda Robinson, wife of/and Thomas Mayer, before James A. Mounger, Notary Public, dated November 29, 1972, recorded in COB 134, folio 69 and MOB 172, folio 7 of the records of St. Charles Parish, Louisiana and a photocopy of said survey is attached to Act No. 59472.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: FIFTY-EIGHT THOUSAND ONE HUNDRED NINETY-FOUR AND 63 / 100 (\$58,194.63) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
PUBLISH ON: February 28, 2019
March 28, 2019
ATTORNEY FOR PLAINTIFF:
Corey J. Giroir
P.O. Box 87379
13541 Tiger Bend
Baton Rouge, LA 70879
225-756-0373
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 85081-C
Date: Tuesday, October 16, 2018
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS INDENTURE TRUSTEE, FOR NEW CENTURY HOME EQUITY LOAN TRUST 2005-4
VS
NADINE M. WOODS
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: THURSDAY, AUGUST 30, 2018, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, APRIL 3, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: That certain parcel of ground, situated in the Parish of St. Charles, State of Louisiana, on the right descending bank of the Mississippi River in the town of Luling, being more fully described as having a width or front of 50 feet, by a depth of 67 feet between equal and parallel lines, bounded in front by the property of Charles Natis, in the rear by property now or formerly of Joe Davis, on the upper side by the property of Mrs. Paul Frederick and on the lower side by the Boutte Road (now known as Paul Mailard Road), All as more fully shown on a recent survey by Stephen P. Flynn, PLS, dated April 18, 1997.

Which has the address of 704 Paul Mailard Road, Luling, LA 70070
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: FORTY-FOUR THOUSAND FIVE HUNDRED SIXTEEN AND 56/100 (\$44,516.56) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE
PUBLISH ON: February 28, 2019
March 28, 2019
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
ATTORNEY FOR PLAINTIFF:
Emily E. Holley
3510 N. Causeway Blvd., Suite 600
Metairie, LA 70002
504-831-7726
SCSO-CIV-209-0402

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