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2-year-old fighting cancer

Anna Thibodeaux Managing Editor
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When little Payton started complaining about stomach pains, her parents did not expect the diagnosis for their then 18-month-old baby.

“It was a shock,” said her father Brian Maurice. “You see these stories all the time, but you never think it’s going to happen to you.”

An ultrasound revealed Payton had a grapefruit-sized tumor in her abdomen. It’s called embryonal rhabdomyosarcoma (RMO), an aggressive form of cancer considered a childhood disease that typically occurs in those age 18 and under.

Payton’s parents, Brian and Christy

Maurice of Destrehan, are staying positive for their child, who Brian says picked up on their distress at first. When they realized why she was upset, they worked through their own emotions and stay upbeat around their daughter to promote her recovery.

They also are relieved it was caught before age 2, which improves chances of recovery. It is considered an immediate risk because the cancer’s large and near other organs, but it has apparently not spread.

It’s good news for a child that Brian called the “life of the party.”

CANCER on 6A



Brian, Payton and Christy Maurice of Destrehan.

All-you-can-eat 150 teams cook jambalaya, gumbo at Battle for the Paddle

Ryan Arena Editor
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Approximately 150 teams are slated to compete this year in the 18th annual United Way of St. Charles Battle for the Paddle today (Oct. 3) at the Edward A. Dufresne Community Center, with more than 5,000 attendees expected to share some delicious jambalaya and gumbo — and choose the best of the best among them.

The event will take place from 3 p.m. to 7:30 p.m.

BATTLE on 6A

Gold medal just one of many accomplishments for Special Olympian

Anna Thibodeaux Managing Editor
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When Connie Love sees her 16-year-old son, now as a Special Olympics athlete, she thinks back to the day he uttered his first word at 4-1/2 years old.

He said, “Ball,” and his family still gets teary-eyed recounting this momentous day and turning point in his life.

“Oh my God, it makes you speechless,” his mother said. “It just opens so many doors. It gives you hope.”

SPECIAL OLYMPICS on 8A

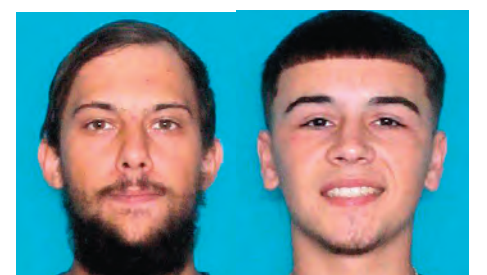


Residents fight back against planned RV park



TURN to 2A

Charges refused in 2018 Luling shooting



TURN to 2A



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PAID FOR BY THE COMMITTEE TO ELECT LARRY COCHRAN



St. Rose hospice worker’s experience brings her closer to patients

Anna Thibodeaux Managing Editor
annat@heraldguide.com

In Roberta Edenfield’s 15 years of caring for people in home hospice, it turned out to be the news she got away from work that changed her life.

“One day I came home and my husband told me he had cancer,” said the St. Rose resident. “I hugged him and cried. It scared me to death. It was very hard at that moment.”

And it got worse.

Her husband was diagnosed with bone marrow cancer, Stage 4, and they weren’t sure if he could continue working. Not long after getting this news, Edenfield was laid off from her job.

“I didn’t know what to do,” she said. “I called Tammy.”

She told Tammy Swindle, executive director of Cancer Association of Greater New Orleans (CAGNO) about their situation and the organization paid \$120 a month assistance. Edenfield got a new job, again working in home hospice care, and her husband got treatments that put him in remission, which he has been in four years.

Edenfield came out of the experience with deep appreciation to CAGNO and



(L) Patient Bobbie Shrode with her sister Beth Darkshani (C) and Roberta Edenfield.

an especially deeper understanding of the people she helped, most of whom were dealing with cancer.

“I think when my husband was diagnosed, I was sensitive before, but this has made me see this in a whole different light,” she said. “I see what they go through.”

Edenfield recounted her husband dealing with “chemo brain,” which she learned is a patient’s temporary loss of short-term memory and side effect of chemotherapy treatment. One morning he awoke confused and couldn’t remember his name or where he was, which required she help him refocus to recall the information. One morning he disappeared for hours only for Edenfield to learn he’d driven to Huddle House because he wanted a cup of coffee.

HOSPICE on 8A

Charges refused in 2018 Luling shooting

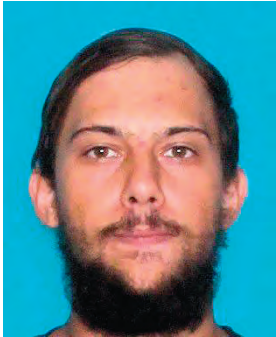
Suspect was at large for months following incident

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Charges were refused in the case of a 2018 shooting in Luling that resulted in the arrests of two St. Charles Parish men

A grand jury declined to indict Ross Hooper, 20, of 118 Allison Drive in Luling, and Tyler Dufrene, 21, of 170 Schmill St. in Boutte, who were each charged with second degree attempted murder and possession of a firearm by a convicted felon following a Nov. 21, 2018 incident in which a man was shot in the back on Luling Estates Drive.

Hooper turned himself in shortly after the shooting occurred, while Dufrene was arrested in June, after nearly seven



Tyler Dufrene



Ross Hooper

months of being sought by police, in Texas. He allegedly fled the scene and remained at large until his arrest.

The man who was shot twice in the back during the incident was brought to a local hospital and treated for his injuries.

New Sarpy residents push back against RV Park

Increased traffic, drainage issues among concerns

Ryan Arena Editor
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A petition to prevent the potential creation of a mobile home and RV park in the Destrehan/New Sarpy area has more than 300 signatures, with the petition’s creator citing potential for increased traffic, higher crime instances and drainage issues among area residents’ major concern.

Fenie Fauchaux began the petition, has to voice opposition to the efforts of Sterling and Mary Jane Zeringue, who according to the petition applied for a zoning change to a large parcel of land in order to arrange for the park’s construction between Clement Street and Troxclair Lane.

Cited as potential issues the park could bring to the community, Fauchaux notes, were higher crime due to temporary residents, increased sound pollution, potential of high turnover of residents, increased traffic to the community and existing drainage problems that could be exacerbated.

“It’s land right adjacent to my home,” Fauchaux said. “The Zeringues want to change it from residential to a mobile

home and RV park. We do not want this. We have a little quiet street with a dead end ... there are gonna be like 150 RV spots. We do not want this in our backyard.”

“We have a little quiet street with a dead end ... there are gonna be like 150 RV spots. We do not want this in our backyard.”

— Fenie Fauchaux

The matter was to be addressed at a pair of meetings last month with the Planning Commission meeting and then the St. Charles Parish Council. The Zeringues reportedly withdrew their application before that meeting, though, in order to explore the situation further.

More drainage issues, Fauchaux said, would put residents like her in a bind,

RV on 8A

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Dr. Scott Hebert
Hemotologist-Medical Oncologist

Thibodaux Regional welcomes Dr. Scott Hebert, Hemotologist-Medical Oncologist. Dr. Hebert is a specialist in the diagnosis, treatment and/or prevention of blood diseases and cancers such as iron-deficiency anemia, hemophilia, sickle-cell disease, leukemia and lymphoma.

A native of Houma, Dr. Hebert received his medical degree from Louisiana State University School of Medicine in New Orleans. He completed an Internal Medicine Residency and Internship Program as well as a Hematology and Oncology Fellowship Program at Louisiana State University Health Sciences Center in New Orleans. Dr. Hebert is board certified by the American Board of Internal Medicine, and is a member of the American College of Physicians, American Medical Association, American Society of Clinical Oncology, and the American Society of Hematology.

Dr. Hebert’s office is located in
Thibodaux Regional’s Cancer Center.
To schedule an appointment, call: 985.493.4346



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Shurfine Soft
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12 packs - Assorted
5/\$10.00



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\$5.29



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\$6.99



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Onions
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Lettuce **\$1.59**
Monterey Whole
Mushrooms - 16 oz. **\$2.99**
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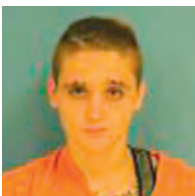
Suspects are innocent until proved guilty in a court of law

Arrests

- **Jayvan Wallace, 25**, of 504 Plymouth Drive in LaPlace, was arrested Sept. 28 and charged with illegal possession of stolen firearm, DWI and reckless operation without accident.
- **Hiram Dorsey, 53**, of Good Children St. in Boutte, was arrested Sept. 29 and charged with entry after being forbidden (two counts), theft by shoplifting and disturbing the peace.
- **Danielle Grisoli, 57**, of 139 Pitre Drive in St. Rose, was arrested Sept. 27 and charged with aggravated battery with a dangerous weapon.
- **Sarah Ward, 28**, of 470 St. Charles St. in Norco, was arrested Sept. 29 and charged with theft and monetary instrument abuse.
- **John Lumar, 30**, of 310 Paul Maillard Road in Luling, was arrested Sept. 24 and charged with aggravated burglary.
- **Darnell Harris, 26**, of 187 Allen St. in Ama, was arrested Sept. 26 and charged with simple burglary of an inhabited dwelling and resisting an officer.



- **Quenton Young, 42**, of 800 Paul Frederick St. in Luling, was arrested Sept. 26 and charged with distribution of heroin (two counts) and possession of suboxone.
- **Jamie Woods, 38**, of 272 Vidal St. in Ama, was arrested Sept. 26 and charged with possession of Xanax.
- **Brooke Benoit, 22**, of 115 Olivia Drive in Hahnville, was arrested Sept. 24 and charged with being a fugitive (three counts), possession of Schedule I, possession of drug paraphernalia, possession of methamphetamine and disturbing the peace.



Obituaries

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

Freitas

Bessie Faye (Linda) Gunter Freitas born Feb. 23, 1948 in Alexandria, La., and a longtime resident of Norco passed away on Sept. 18, 2019 at 71 years old.

"Today is the day I have been waiting on for a long time. I finally made my way to the heavens above to be with my parents, sisters, husband (Manny), and my son (Chip) that I have been missing. My world is not the same without them to go on. The grief of losing so many has taken me places that I wish I had the strength to overcome. I know I'm leaving behind my son (Michael) who has taken care of me and his father all of his life. There were times I had to say 'I'm sorry,' but all you wanted me to do was be thankful. He has tried with so many family and friends to help me through this difficult time during the loss of Dad and Chip. Today is the day I say I'm thankful for letting me go. My heart will be healing ever so slowly with my true love (Manny). My brother and sisters, your love for me I take with me to the heavens above."- Bessie Faye (Linda) Gunter Freitas

A graveside service for Linda was held Sept. 21 at Jefferson Memorial Gardens, St. Rose.

To share a memory with the family please visit www.HCAlexander.com.



Carter

Terry Lynn Carter Sr., 73, passed away peacefully on Sept. 20, 2019. He was beloved husband of Diane Margiotta Carter; father of Terry L. Carter, Jr. (Angie Keller) and Tracy L. Carman (Glenn); step-father of Gerri Costa Jr. (Kerry), Cheryl Mahler (Douglas) and the late Patricia Hoffman (Kevin); grandfather of Allison (Brett), Ryan (Jenna), Alaina (Justin), Kortney (Dillon), Kristen (Ryan), Kelly (Chris), Hayley, Hunter and Hayden; great-grandfather of Hadley, Logan, Aubree, Harlee, Korbin, Kaizer, John, Charlee, Annalise and Maverick; brother of the late Crystal F. Dunagin; son of the late Christine Cochran Carter and Hallie Mallard Carter and survived by other loving relatives and friends.

Terry served his country in the U.S. Navy and later retired as a technician for Union Carbide/Dow.

In his retirement, he and his beloved wife, Diane, owned and operated Carter's Cypress Crafts. He was an avid outdoorsman who enjoyed hunting and fishing. Terry was a devoted and caring family man and spent time with his family boiling seafood or cooking his signature gumbo for everyone to enjoy.

While his passing is sorrowful, his life and legacy will be celebrated.

In lieu of flowers, donations in his memory may be made to the American Cancer Society (www.cancer.org).

Services were held at Mothe Funeral Home, Marrero, La., on Sept. 24 with interment at St. Charles Cemetery in Luling.

To sign the online guest book, visit: www.mothefunerals.com.





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Real Estate Transactions

- **423 Kellogg Drive in Boutte** sold for \$122,000 by succession of Anita Kinchen and John Kinchen Jr. to Timothy and Lisa Prosser.
- **327 Pine St. in Hahnville** sold for \$152,630 by Moore New Homes LLC to Latari Poche.
- **13 Belle Grove Drive in Destrehan** sold for \$465,000 by 2102 Longwood Drive LLC to Aaron and Kelly Pourciau.
- **Legend Oaks lot 341 in Norco** sold for \$46,500 by the Danos Living Trust to Wade Orgeron.
- **50 Oakley Drive in Destrehan** sold for \$308,000 by Midcity Modern NOLA LLC to Patricia and Patrick West.
- **113 Barton Ave. in Des Allemands** sold for \$129,000 by Andre and Leslie Cambre to James Daw.
- **101 Lac Barre Court in Luling** sold for \$526,650 by Milioto Custom Homes LLC to Matthew and Christie Jackson.
- **117 Peter Lane in St. Rose** sold for \$150,000 by Kelly Weary to Tracy Rodriguez.

Write to us!

We would enjoy hearing from you.

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.

We need to establish a balanced attitude to this thing we call money

I've been a priest for more than 55 years and a criticism I often hear from the laity is that priests are always talking about money. Well, of the 38 parables Jesus told, 19 of them dealt with handling possessions. The use of money is necessary for Christians, but our focus should be on the relationships we have with our loving Creator and with each other.

The problem with money lies in our attitude toward it. It's just like dealing



BY WILMER L. TODD

with alcoholism: Alcohol itself is not the problem. The way we use alcohol can be life threatening. If our relationship to alcohol is one of serious dependence, then we have become a slave to alcohol.

Jesus insists that any relationship with our loving Father be one that is based on trust. Unfortunately, we could give many examples of our unwillingness to trust, because by doing so we become vulnerable. All too often we would rather protect our own interests, by acquiring wealth, sometimes to the detriment of others.

If money has gained control over our

lives, then we have become a slave to money. When money separates us from other people, rather than bringing us closer to others, then it is effectively controlling our relationships. When money dictates with whom we will spend our time, or effects any number of important decisions we make, then we have become addicted to it.

Our true self-worth comes from an inner communication with our Creator, not with the outward show of money and power. Jesus directly attacked the view that wealth is power. Our strength comes from relying on our loving God, not by our accumulation of riches.

Campaigns preparing for early voting push

Louisiana's early voting period for this fall's elections, is scheduled to kick off with a certain amount of political fanfare.

During the early voting period's brief run through Louisiana's elections, voters have become more comfortable with the alternative, as evidenced by an increase in this particular balloting.

Political consultants say this has moved the schedule for routine political activities up by a month or more in some instances. That, in turn, may mean that voters are increasingly making their decisions.

"As expected, undecided voters are making up their minds quickly ahead of early voting," said Mary-Patricia Wray, founder of Top Drawer Strategies. "But with negative messages from the top of the ballot on screens and radios everywhere, turnout could be depressed. As candidates make their final pitches to voters, I expect personal, biographical persuasion to re-energize likely voters."

Secretary of State Kyle Ardoin is encouraging voters to utilize the state's smartphone app, GeauxVote Mobile, to find out where to early vote. Voters can also access the same information via the department's Voter Portal by visiting <https://voterportal.sos.la.gov>.

For further election information, visit www.GeauxVote.com or call 225.922.0900.

Political History: From French to Spanish rule

Next week marks the 255th anniversary of France's decision to officially unload the Louisiana territory to Spain.

It was a real backroom kind of a deal, with French officials keeping the colonists in the dark for two years. When France sent representatives to Louisiana to begin the process in 1762, they found a government that was described as "understaffed and corrupt." The treasury, in fact, was nearly empty at the time.



BY JEREMY ALFORD

LABI's mission in commerce, manufacturing and politics

The Louisiana Association of Business and Industry (LABI) is Louisiana's state chamber of commerce and manufacturing association. Since 1975, we have proudly represented employers of all sizes, industries and locations and taken bold stances time and time again to defend and promote free enterprise. That mission continues to this day.

We take strong positions on policies and politics. We do our research, lay out



BY STEPHEN WAGUESPACK

our rationale, listen to our statewide membership and speak with a clear and strong voice. Some folks traditionally admire this about us; some resent it. Some appreciate this contribution to public policy debates; some do everything they can to attack and demean it. While some may disagree, we strongly feel that freedom of expression and the substantive exchange of policy ideas will lead to better results for the people of Louisiana. Regardless, the facts are what have always driven the actions of this storied organization, and I can assure you that is the way it always will be.

Our staff and business members

donate their time, insight and resources to preaching the gospel of smart government and economic growth. We put ideas on the table and reputations on the line each and every day in the unwavering hope that it will lead to better schools, quality jobs and enhanced opportunities for Louisiana families. We are a one-member, one-vote organization - our 2,300 business members each have an equal voice in developing this agenda and shared responsibility to help make it become a reality.



Boutte, LA - 7 Day Weather Forecast

DAY	DESCRIPTION	HIGH / LOW	PRECIP	WIND	HUMIDITY
THU. OCT. 3	Mostly Sunny	93° / 73°	10%	ENE 9 mph	62%
FRI. OCT. 4	Mostly Sunny	94° / 74°	10%	ENE 8 mph	62%
SAT. OCT. 5	Mostly Sunny	93° / 74°	20%	ENE 10 mph	61%
SUN. OCT. 6	Scattered Thunderstorms	87° / 74°	50%	E 14 mph	69%
MON. OCT. 7	Scattered Thunderstorms	85° / 70°	50%	NE 12 mph	71%
TUE. OCT. 8	Partly Cloudy	83° / 69°	20%	NE 15 mph	59%
WED. OCT. 9	PM Showers	82° / 69°	40%	ENE 12 mph	61%
THU. OCT. 10	PM Showers	84° / 70°	40%	E 12 mph	65%

FAST FACTS

- Oct. 5: Early voting period ends
- Oct. 8: Last day to request a mail ballot (Other than military and overseas)
- Oct. 12: Primary Election Day
- Oct. 16: Deadline for candidates to request primary recounts
- Oct. 28: Official primary results released (promulgation)
- Nov. 16: Runoff elections
-

Source: Louisiana Secretary of State

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CANCER from 1A

“She’s always laughing ... always smiling ... always eating,” he mused about Payton. “As long as she’s fed, she’s very easy going, and she’ll walk up to anybody and start talking to them.”

On Friday, they were at Ochsner so Payton could be scanned to check on her progress.

“The only thing we think about is when we get the ‘all clear.’ That she’s good to go and live a normal, happy life.”

— Brian Maurice

Some 2-1/5 months of chemotherapy is helping shrink the tumor and then she’ll need radiation or surgery, Brian said. Radiation is the more likely next step and it could be done with MD Anderson’s proton beam therapy, which is more precise and intense, or at a hospital in New York.

“The only thing we think about is when we get the ‘all clear,” Brian said. “That she’s good to go and live a normal, happy life. You have other thoughts, but you can’t think that way. We stay positive.”

In her daily life, Payton understands her care better and recognizes some of the Ochsner staff.

At home, she’s gotten accustomed to having a nanny three days a week and her grandparents’ care the rest of the time so her parents can continue their real estate work. Because of germs, she couldn’t go to daycare



Christy Maurice and her daughter Payton.

anymore.

But she’s remained resilient through this challenge in her young life.

“It’s really kind of amazing and keeps us going,” Brian said. “Sometimes, she can get tired. Her hair is falling out. We’ve had a couple of scares. She had a reaction to the chemo. She turned purple and went hypoxic, but her blood counts are better and she can see friends. She can still go outside and swim.”

She tells the nurses to go away and “bye bye” when

they’re there too long, he said.

“It’s a parents’ worst nightmare, but we try to focus on the positive things,” Brian said. “We live in a time where technology can do so much for us, and all of our friends and family have been overwhelming with support.”

The support includes several fundraisers:

- Anytime Fitness in Destrehan is holding a fundraiser on Oct. 12. The RPM class is at 8 a.m. and Mega Class at 9:30 a.m. at the gym for a minimum \$10 donation, which includes a T-shirt and door prizes.
- Pacing for Pay: A Gofundme account has been set up at www.gofundme.com/f/pacing-for-pay.
- A cocktail fundraiser is being held at the restaurant Nole’ on St. Charles Avenue at 11 a.m. on Nov. 11. Ochsner will have its blood van there for donations in case Payton needs blood.
- Payton’s aunt Francie Abell is running in the Children’s Hospital Jazz Half Marathon in New Orleans on Oct. 26 on behalf of Payton. She’s requesting sponsorships. To contact Abell, visit www.gofundme.com/f/pacing-for-pay.

What is Embryonal Rhabdomyosarcoma (RMS)?

- » An aggressive and highly malignant form of cancer generally considered to be a disease of childhood.
- » It is most common in children 0–4 years old, with a maximum reported incidence of 4 cases per 1 million children.
- » Often difficult to diagnose.

BATTLE from 1A

Entry fee is \$5 (kids 10 and under admitted free), and it’s hard to get more of a bang for your buck: that fee includes unlimited samples, so nobody will be going hungry. Proceeds will go toward funding United Way’s efforts in the community.

First, second and third place for best

gumbo and best jambalaya will be selected by a panel of judges, while the “People’s Choice” award for each can be voted on by those in attendance through text.

“It gets bigger every year,” said Tamara Plattsmier, event coordinator. “For five dollars, you can feed your family, and all of the money raised goes right back into the community. You can also hang out with your neighbors, your friends and co-workers ... there’s a fun festival vibe to it.

“It’s a chance to be outside and taste the best gumbo and jambalaya there is. It’s the world’s largest gumbo and jambalaya cook-off.”

— Tamara Plattsmier

“It’s a chance to be outside and taste the best gumbo and jambalaya there is. It’s the world’s largest gumbo and jambalaya cook-off.”

There’s one specific rule each team must abide by that’s always great news to the crowd in attendance: there’s a 10 gallon minimum that must be cooked – “and there are teams that will cook way more than that,” Plattsmier reminds — and over 150 teams, that adds up quickly. Many teams also traditionally cook some extra dishes to go with the gumbo and jambalaya.

There will be live music by the band “Five Finger Discount,” while there will also be a DJ on hand. This year will mark a new addition to the fun in the form of a “Mirror Mirror” photo booth, and a few extra beer choices have been added to the menu.

Plattsmier credits the continued popularity of the event, in part, to how close

knit the community is.

“With our teams participating, they draw so many to the event because people want to support them,” Plattsmier said.

And, of course, it’s all for a good cause. “One of the great things about Battle for the Paddle is that not only can residents feel good about what a deal it is, all you can eat for \$5, but the money United Way raises goes towards programs in the community such as feeding kids on weekends and in the summer, helping cancer patients get to treatment and building ramps for people with mobility problems,” Plattsmier said.



Battle for the Paddle

- » Annual gumbo and jambalaya cook-off is set for today from 3 p.m. to 7:30 p.m. at the Edward A. Dufresne Community Center.
- » More than 5,000 people are expected to attend and be able to enjoy the food prepared by approximately 150 competing teams.
- » First, second and third place for best gumbo and best jambalaya will be selected by a panel of judges, while the “People’s Choice” award for each can be voted on by those in attendance through text.

Timing

It is said timing is everything. It is NOT time to change Administrations. We have more than doubled the General Fund, made huge improvements to Drainage, maintained the Levees and improved the Infrastructure better than the last two administrations combined.

The Leadership of the present Administration endured 8 years of the prior Administration and learned just how NOT to run local government. The accessibility and willingness to work with the Council has created success well beyond all expectations.

If the people of the Parish elect a new Parish President all the momentum and approved projects will be put on hold for at least 12 months for the new administration to build its team and understand the responsibilities before them.

The Parish is in great shape and with 4 more years of the present Administration, the trend will continue. This Council member is humbly asking the people of the Parish to keep this administration for one more term.

*Councilman Dick Gibbs
District 3*





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-JOEL T. CHAISSON, DISTRICT ATTORNEY, ST. CHARLES PARISH

“Connie Aucoin has been tenacious in her commitment to working with law enforcement to fight for and protect victims of crime and their families. She has devoted countless hours to trying tough cases and working with my deputies to keep our Parish safe. Her experience and dedication make her eminently qualified for the position she now seeks.”

-GREG CHAMPAGNE, ST. CHARLES PARISH SHERIFF

“I’ve had the pleasure of working with Connie for 7 years. She works extremely hard. Connie is conscientious and compassionate. She is the clear choice for judge.”

-JUAN BYRD, FIRST ASSISTANT DISTRICT ATTORNEY, ST. CHARLES PARISH

“As a Public Defender in St. Charles Parish I’ve had the privilege of working in the same division as Connie. She’s unyielding and determined in cases involving serious crime. In less serious cases, she carefully recommends rehabilitative sentences considering the facts of the case, the person’s potential, justice for the victim, and the safety of the public. Connie is at all times guided by her strong faith and has changed countless lives. Our community is a better and safer place because of her.”

-DON-PAUL LANDRY, LOUISIANA STATE BAR ASSOC.
LEGISLATION COMMITTEE MEMBER, CRIMINAL LAW

PROFESSIONAL EXPERIENCE

- Over 18 years of trial and appellate experience in both state and federal courts with an additional 2 years as a law clerk
- Assistant District Attorney for the past 7 years in Division C
- Prosecuted over a thousand felony and misdemeanor cases
- Undefeated record as a felony Prosecutor
- Staff Prosecutor for St. Charles Parish Drug Court Program
- Legal Aspects Instructor for St. Charles Parish Sheriff’s Office Regional P.O.S.T. Academy classes
- Civil litigation experience includes employment law, insurance, medical malpractice, civil rights, transactional and business litigation, personal injury and family law

EDUCATION

- LSU Law School – Juris Doctorate
- LSU – Bachelor of Arts Mass Communication Cum Laude
- Destrehan High School- Honors Graduate

PERSONAL & FAMILY

Connie Aucoin is a Native of St. Charles Parish, and grew up in Destrehan where she attended St. Charles Borromeo Elementary School. She and her husband, Rusty Landeche, have been married for 19 years and reside in Destrehan with their two teenage children.

They are Parishioners of St. Charles Borromeo Church where they are active in the Marriage Preparation Ministry for newly engaged couples. They also volunteer for the Little Red Church Food and Fun Festival each year. When their children attended St. Charles Borromeo, Connie was heavily involved as a parent, PTFO Board Member and President, and served as Chairperson of the Extravaganza Committee for several years.

Both Connie and Rusty coached for the St. Charles Parish Recreation Department. Connie is a member of the St. Charles Parish Bar Association and the Republican Women of St. Charles Parish.

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SPECIAL OLYMPICS from 1A

Michael “Mickey” Love of Norco was diagnosed with autism at age 3, but he’s steaming ahead in life.

“We can’t shut him up,” muses his mother. “He talks everyday. He texts me at lunch. He’s a conversationalist. He loves to go and talk to the families at the Special Olympics and interact with the children, and try to get to know them. Michael shares with other people. It’s all because of Special Olympics.”

Mickey agrees.

“Special Olympics is my family, my friends and I love them,” he said. “Being involved with it has given me confidence, taught me kindness and compassion, and has made me the person that I am today.”

Mickey serves as an athlete leader and assists with mentoring other athletes. He believes God has a special calling on his life to help people. He volunteers by delivering food to the homeless in New Orleans, helping at his church, cutting his elderly neighbors’ grass and assists wherever he sees help is needed. He is a member of the school swim team, Air Force Jr. ROTC and the St. Charles 4-H Club.

He’s a whiz at math, too.

“He’s a walking calculator,” Connie said. “He just pops it out his head, but 1 + 1 was a struggle. It’s too simple, but the really tough stuff he gets.”

His father, who has done IT work for more than 30 years, taught Mickey and now he’s what Connie calls “a phenomenal genius” fixing people’s computers.”

He also likes to cook and does it competitively with 4-H – and he’s won there, too. He’s also gotten a learner’s permit.

“Special Olympics is my family, my friends and I love them.”

— Michael Love

But, foremost, he’s a Special Olympics gold swimmer with big plans.

The Destrehan High student’s goals are to continue swimming and to attend the USA Games 2022 in Orlando and attend World Games 2023 in Sweden. Mickey wants to attend college to earn a degree that will allow him to work for the U.S. Military, and to continue to be a part of Special Olympics as a coach, an athlete and a leader for other athletes.

Mickey swims about six hours a day in anticipation of his ambitions.

It’s an amazing turnaround for the child that the Loves knew would have complications at birth.

Connie’s health issues warranted his delivery early, which would likely come with complications so worrisome that the doctor advised abortion was an option. They refused. Mickey was born with Legg-Calve’-Perthes disease, a childhood hip disorder initiated by a disrupted flow of blood to the femur that can eventually kill the bone, and he’ll need surgery.

But she also recalled, “He was always the happiest baby. He was just smiling, giggling ... just happy.”

By age 3, he was diagnosed with autism and was nonverbal, his mother said. He didn’t meet milestones for his age - he didn’t respond to activities, didn’t roll over, didn’t respond to reading and certain stimuli, and didn’t walk until he was nearly 2 years old.

“We still loved him and tried to do everything we could to help him,” Connie said. “We have always fully accepted Mickey for who he is and we love him so unconditionally. We support him in everything he wants to do. He’s absolutely a blessing and gift to us as a family.”

Instead, they focused harder on teaching him, and being more patient. He requires repetition in teaching, but Mickey retained what he was taught. They got him into sports on the parish level until he could participate in Special Olympics at age 8.

“We have completely and totally accepted our child and appreciate our child,” Love said. “We just keep an open heart about it. He takes a different path, but he does it. We’ve always taught him there are no limitations to what you can do.”

Who is Michael Love?

» Born with autism and Legg-Calve’-Perthes disease.

» Sophomore at Destrehan High School.

» A Special Olympics gold winner in swimming.

» Participates in delivering food to the homeless in New Orleans, helping his church, and cutting his elderly neighbors’ grass.

RV from 2A

particularly with the higher frequency of major rain events of late.

“If they build it up, their property is gonna drain onto mine,” she said. “My house is lower than my street. The water doesn’t drain into the other side of the street where the parish yard is. It doesn’t drain where the culverts are. I don’t have culverts on my side, I don’t have drainage on my side. That property is higher than mine ... they say they’re going to build a fence, that they’ll figure it out and my property is gonna drain now.

“You can say what you want to now, but you don’t have to do anything once (the park is built). I’m good where I am. I’ve been here for 30 years ... I don’t want this change.”

She said the notion of building a neighborhood in the area was proposed by some residents as an alternative, but that it was shot down.

“They said it was not practical,” Fauchaux said. “We told them we have children that would love to buy houses.”

She added the area isn’t necessarily conducive to RVs moving around.

“The trailer park is gonna come out on a curve, where we live. It’s not a good area for RVs to be moving in and out of,” she said. “We don’t want the traffic this is going to bring onto River Road. We have enough traffic now. We’re got to stop for this.”

The uncertainty of who will be among the new influx of neighbors at a given time is also disconcerting to Fauchaux and others.

“It tends to be a fast turnaround. You don’t know who’s gonna live around you tomorrow, next week, next month,” she said.

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HOSPICE from 2A

These experiences helped Edenfield better recognize what her patients were undergoing and brought her closer to them.

“I love my job,” she said. “I get to see people who are down and out, but I feel it’s something I can do. It’s a sad time, but it helps if you can be a bright spot in their lives at that time.”

They need a compassionate care provider.

“It’s a sad time, but it helps if you can be a bright spot in their lives at that time.”

— Roberta Edenfield

These patients are getting hospice care, which requires she provide a depth of assistance that can include helping them figure out their next step, which can include supporting them through making their own funeral arrangements.

Edenfield’s belief is everyone will get to heaven.

“When people die, they always talk about the people they see on the other side,” she said. “Their mom or angels or see little children in the room.”

Years ago, an Ama woman told her that her first husband would come to her at night with his hand extended to her. She interpreted it to mean he wanted her to come with him. One night she accepted his hand and died two days later.

But Edenfield said she is also careful with “counter transference,” which

means over identifying with a client and getting overly emotional about personal problems. She has to be mindful of keeping a healthy distance with them.

At the beginning of her career, she took every loss personally. But then she learned to focus on the family and she can help them work through their grief up to 13 months.

“It makes me feel good that at the end of the day I’ve helped somebody,” she said. “If I give them encouragement or help that makes me happy.”

Care providers don’t make a lot of money, she said. But Edinfield said she wouldn’t do anything else.

“It’s the joy of helping others,” she said. “That’s what helps me get by.”

She also prays a lot.

“I’m not super religious, but I do have spiritual beliefs,” Edenfield said. “I pray to God for help and the next day is a better day. I don’t walk on water, but I call the one who does and keep on going.”

What is hospice care?

» Provides medical services, emotional support and spiritual resources for people in the last stages of a serious illness such as cancer.

» Helps family members manage the practical deals and emotional challenges of caring for a dying loved one.

» Helps keep patients comfortable and improve quality of life.

Tigers, East St. John resume rivalry

Ryan Arena Editor
ryana@heraldguide.com

Even while coaching elsewhere, Hahnville head coach Nick Saltaformaggio was well aware of the classic games that seemed to occur annually between Hahnville and East St. John.

In recent years, the ESJ program had seen a down period from its traditional standing as a 5A factor. But last year under head coach Brandon Brown, the program made a sharp turn upward, and this season the Wildcats appear to be taking another step after a 3-1 start. Couple the return of Larry Dauterive as offensive coordinator—he was the team’s head coach for several years in those memorable Hahnville/ESJ battles—and it’s even easier to recall what the Wildcats were in the past, and what Saltaformaggio believes they are again.

“East St. John represents the quality of our district ... with Coach Brown over there and the job he’s done, and coach Dauterive with him, East St. John is back where East St. John always has been in the hierarchy of our district. I remember when Ryan Perrilloux was there with Coach Dauterive. For an old guy like me, I remember when Coach Greco was there with Timmy Byrd at quarterback on the way to a state championship,” Saltaformaggio said.

“For me, it means the chance for Hahnville to play East St. John in the way those games have always been played, those multiple overtime games.”

Indeed, a whopping six overtimes were needed to decide things between the teams in one of those battles in the late 2000s.

Like last week, Hahnville is attempting to turn back a team that bested the Tigers last season.

Quarterback Sean Shelby is back for the Wildcats. Saltaformaggio said it’s clear the senior is a student of the game.

“He rarely makes an incorrect read,” Saltaformaggio said. “You take the athletic side out of it ... he’s a big kid, a big time arm, can make plays with his feet. But he’s been well-coached and it’s obvious he studies the game. When guys are open he gets ‘em the ball. And when guys aren’t open, he still gets ‘em the ball. He has an innate ability to throw those dimes.”

Senior Dontae Fleming is a “special wide receiver,” Saltaformaggio said. Running back Calvin Gardner is a tough player to tackle out of the backfield.

Defensively, East St. John is big and physical up front. Defensive lineman Welland Williams and linebacker Trevion Hampton can stop ballcarriers in their tracks, both among the Wildcats’ leaders on that side of the ball.

HAHNVILLE 34, TERREBONNE 27 - Hahnville fell behind 19-0 Friday night but rallied to gain some payback over a team that handed HHS its worst loss of 2018.

Hahnville pulled within six on Drew Naquin’s deep touchdown pass to Jerry Spencer, who got behind the Terrebonne defense to make it 19-13.

HHS (4-0) went up 20-19 on Darryle Evans’ first rushing touchdown of the night. Terrebonne answered with a score to go back ahead 27-20.

Hahnville converted a third and 11 to tie the game on a screen pass by Naquin to Evans, the latter racing past the defense for six to tie the game.

Channing Canada stopped the ensuing Terrebonne drive with an interception in the endzone. Evans capitalized by making a long run to get his team in scoring range, then capping off the drive with a short touchdown run late in the fourth quarter to supply the winning points.

Saltaformaggio, who said in the days leading up to the game that last year’s lopsided loss to Terrebonne was still a sore spot, was extremely proud of his players’ resiliency.

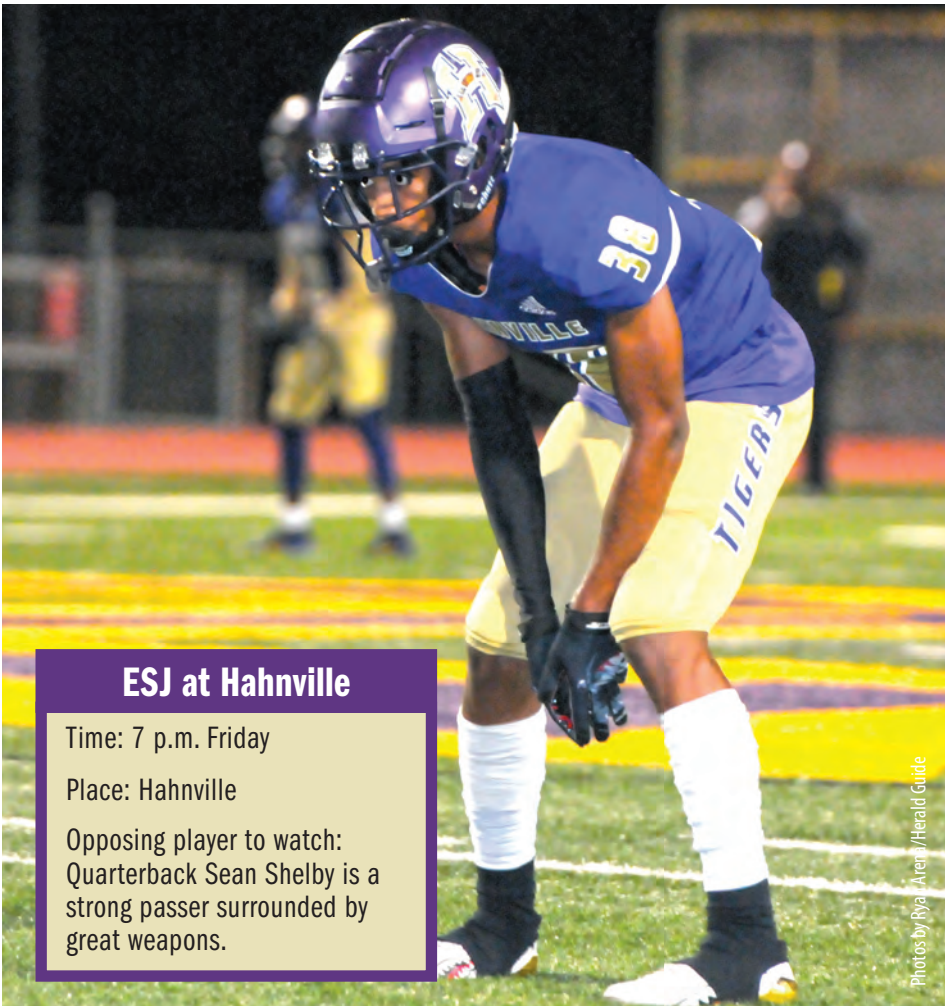
“This is a Hahnville football team,” Saltaformaggio said. “This is a team ... in the locker room, they rally around one another. They help each other. They get in the weight room and they take it seriously, so on nights like this, they’re the more physical team when it counts.”

It was also a major test for a Hahnville offense in its first year under offensive coordinator Daniel Luquet. The Tigers had not yet been in the kind of trailing situation Friday provided, but the Tigers stepped up and met the challenge.

“Drew started a little slowly but he played really well as the night went on,” Saltaformaggio said. “He’s starting to be the kind of quarterback you need to win playoff games and championship games. I can’t say enough about our running backs, Darryle and Trey (Labranch). Those two were warriors tonight. This was a total team win, and that’s why I’m so happy and so proud.”



Darryle Evans of Hahnville has been a force for Hahnville in the running game.



ESJ at Hahnville

Time: 7 p.m. Friday

Place: Hahnville

Opposing player to watch: Quarterback Sean Shelby is a strong passer surrounded by great weapons.

Channing Canada made a critical interception late in last week’s victory at Terrebonne.

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DHS opens district play with Bourgeois

Wildcats regroup after first loss of the season, eye hot district start



Damarius Jackson looks downfield for a receiver.

Ryan Arena Editor
ryana@heraldguide.com

Destrehan prepares to visit H.L. Bourgeois this Friday night in what will be the Wildcats’ first District 7-5A battle of the season and does so after suffering a rare loss, coming at the hands of Class 3A’s top-ranked team St.

ago that his team was able to regroup after a loss and come back stronger. The Wildcats lost 37-35 to John Ehret in Week 3 of last season before rolling to nine wins in a row and a finish as a Class 5A semifinalist.

a program that, no matter 3A, 4A or 5A, they’re in the mix and can beat a whole lot of teams.” One big positive this week is Destrehan should see the return of defensive tackle Noah Taliancich, a cornerstone of the de-

“We can’t make the mistakes we did and beat a team like St. James. We’re back at work and we’ll be better. ”

— Stephen Robicheaux

James. While Destrehan has suffered very few regular season losses in recent memory—Destrehan has lost just three times since the start of the 2013 season—head coach Stephen Robicheaux noted it wasn’t that long

“St. James is a very good team, and we had a chance to win even if we didn’t play well at times,” Robicheaux said. “The bottom line for us, we can’t make the mistakes we made against a team like St. James and expect to win. That’s a team and

fense who was sidelined with injury in last week’s game. Destrehan will take the field as a heavy favorite against the 1-3 Braves, who fell 68-7 to East St. John last week. Robicheaux said the focus will be on bouncing

back to form after the St. James loss. Bourgeois will look to run the football and that the Wildcats will be at their best if they can slow or stop the Braves’ rushing attack, he said. “They want to run it ... they’ll come with some tight end spread, double wing stuff. Their quarterback is a very good player and he’s key to their success. He can make some big plays,” Robicheaux said. DESTREHAN 34, St. JAMES 27 - Destrehan roared back after trailing 31-10 at St. James with less than 10 minutes left to play, cutting the deficit to a touchdown with just over a minute left, but ultimately could not overcome Class 3A’s top-ranked team. St. James took a 31-10 lead with 9:21 left to play on J’kory Ester’s interception return for a touchdown, picking off DHS quarterback Damarius Jackson and racing down the sideline for more than 70 yards before finding paydirt as the SJH sideline erupted. Jackson connected with Matt Erwin for a quick 62 yard touchdown to make it 31-17. Then Destrehan—came up with a onside recovery of its own to regain possession. Quincy Brown made three big plays, including a 15 yard touchdown reception to pull his team within a score with less than two minutes left. DHS recovered a fumble to give themselves one final shot, but the St. James defense held to preserve the victory.



Matt Erwin races for a touchdown against St. James.



Quincy Brown finds running room after the catch.

Destrehan at H.L. Bourgeois

Time: 7 p.m. Friday
Place: H.L. Bourgeois
Opposing player to watch: QB Jordan Rainey keys the Braves offense.



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Wildcats RB, DT to land at Alabama, Tulane

Announced commitments at next level

Ryan Arena Editor
ryana@heraldguide.com

Destrehan’s senior class of football stars have already sent some major waves through the recruiting ranks by announcing where they’re headed – or, in one case, where they’re not headed after all.

Running back Kyle Edwards spent the past two seasons as part of a potent one-two punch with current LSU freshman John Emery, who made an impressive debut for the Tigers this season. But though Emery cast a large shadow, Edwards certainly wasn’t obscured by it, shining brightly himself—and the University of Alabama noticed. Edwards officially committed to be part of the Crimson Tide program via Twitter.

“Today is the day where I will make one of the biggest decisions of my life, and before I do I would like to thank God and my family for always being there for me and being my motivation ... my brother for inspiring me to play football ... all the coaches and people who impacted my life ... my team for always pushing me and working every day to help me get better. Especially have to thank my Mudcats cause I can’t make things happen without them ... I am very blessed and excited to say that I will be committing to the University of Alabama,” Edwards said via the late August post.

Defensive tackle Noah Taliancich made his decision early in the summer, electing to commit to Tulane, a school he’s long been a fan of and aspired to attend.

Taliancich has been a jack of all trades for the Destrehan defense: he’s played

middle linebacker, outside linebacker and defensive end, respectively, in each of the past three seasons. He brings a mix of size, strength, suddenness and agility that few nose tackles can boast. At the college level, he projects as an end.

“Everyone that knows me can tell you that I’ve been a huge Tulane fan all my life,” Taliancich said via Twitter. “I remember going to the Superdome from a young age to go watch the Green Wave on Saturdays. It is truly home to me ... I would like to announce my commitment to Tulane! I am living out a dream I never thought was possible! I want to thank God, my parents, family, coaches and friends. None of this would be possible without them!”

Taliancich originally committed to Louisiana-Lafayette, but shifted gears in May. He thanked ULL head coach Billy Napier in the post and said Napier “supported every decision” Taliancich has made.

Until recently, it was thought four-star recruit Quincy Brown was headed to Mississippi State after committing to the Bulldogs program over the summer. But he announced Wednesday on Twitter that he was recommitting, reopening the race to land the 6’4 wide receiver among major schools.

Among other schools interested in Brown have been LSU, Georgia, Texas A&M and Florida.

Brown hauled in 33 receptions for 589 yards and six touchdowns as a junior last season, leading the Wildcats in yards and touchdowns. Destrehan’s receptions leader was Quinton Torbor, who caught



Kyle Edwards carries for Destrehan.

36 passes for 510 yards and five touchdowns—Torbor and Brown were to be teammates again, as Torbor currently is preparing for the 2019 season as a

Mississippi State Bulldog himself, but it appears Brown will be headed elsewhere once his senior year is through.



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FRIDAY NIGHT HIGHLIGHTS



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OFFENSE

Darryle Evans

Running back

Evans carried the ball 23 times for 132 yards and three touchdowns as Hahnville overcame a 19-0 deficit to down Terrebonne on Friday, 34-27.

DEFENSE

Channing Canada

Defensive back

Canada's fourth quarter interception and return of 40 yards helped set up what was the game-winning score in Hahnville's district opening victory on Friday night at Terrebonne.

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DHS PLAYERS OF THE WEEK



OFFENSE
Quincy Brown
Wide receiver

Brown nearly keyed what would have been a spectacular comeback in last week's 31-24 loss at St. James, posting a monster fourth quarter en route to a final line of 11 receptions, 197 yards and a touchdown.



DEFENSE
Tyler Morton
Defensive back

Morton made five tackles, intercepted a pass and recovered a fumble at St. James on Friday night, while also making a strong kickoff return in the second half to help his team attempt to rally.

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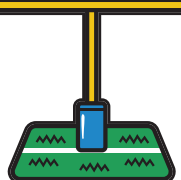
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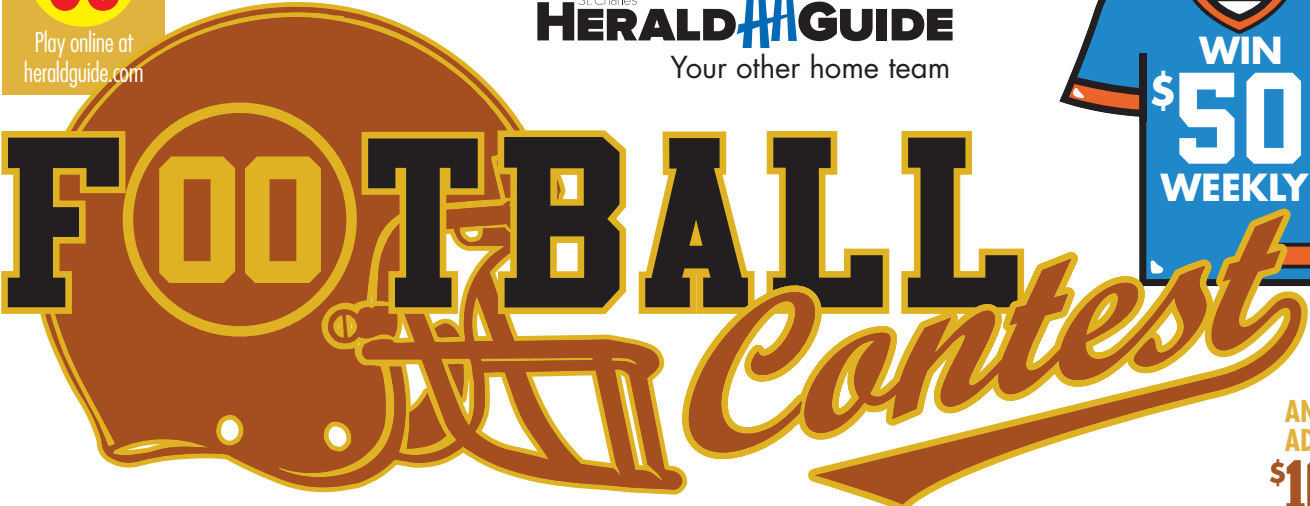
**Weekly Football
Contest Winner**

Dawn Bonck of Kenner is the winner of this week's football contest and earns the \$50 prize after selecting 9 out of 10 possible winners in our listed games. Check below to see the games for this week's contest. Good luck with your picks!



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Referee's Rules: 1. Guess winner of each game. 2. Guess score of tie breaker. All College games listed by the school name. All pro games listed by the team name, i.e. Saints, Eagles, etc. 3. Find and circle the hidden football. 4. Fill in name, address, and phone number. 5. Mail entry to: FOOTBALL CONTEST, St. Charles Herald-Guide, P.O. Box 1199, Boutte, LA 70039, or bring entry in to the St. Charles Herald-Guide office. 6. Entries must be received by 2pm on the Friday before games start. 7. Contest is open to one per person. Multiple entries will be disqualified. 8. The \$50 will go to the contestant who picks the most winners; an extra \$10 if the winner finds the football. 9. St. Charles Herald-Guide or Louisiana Publishing employees are not eligible to participate. 10. Judges decisions are final.

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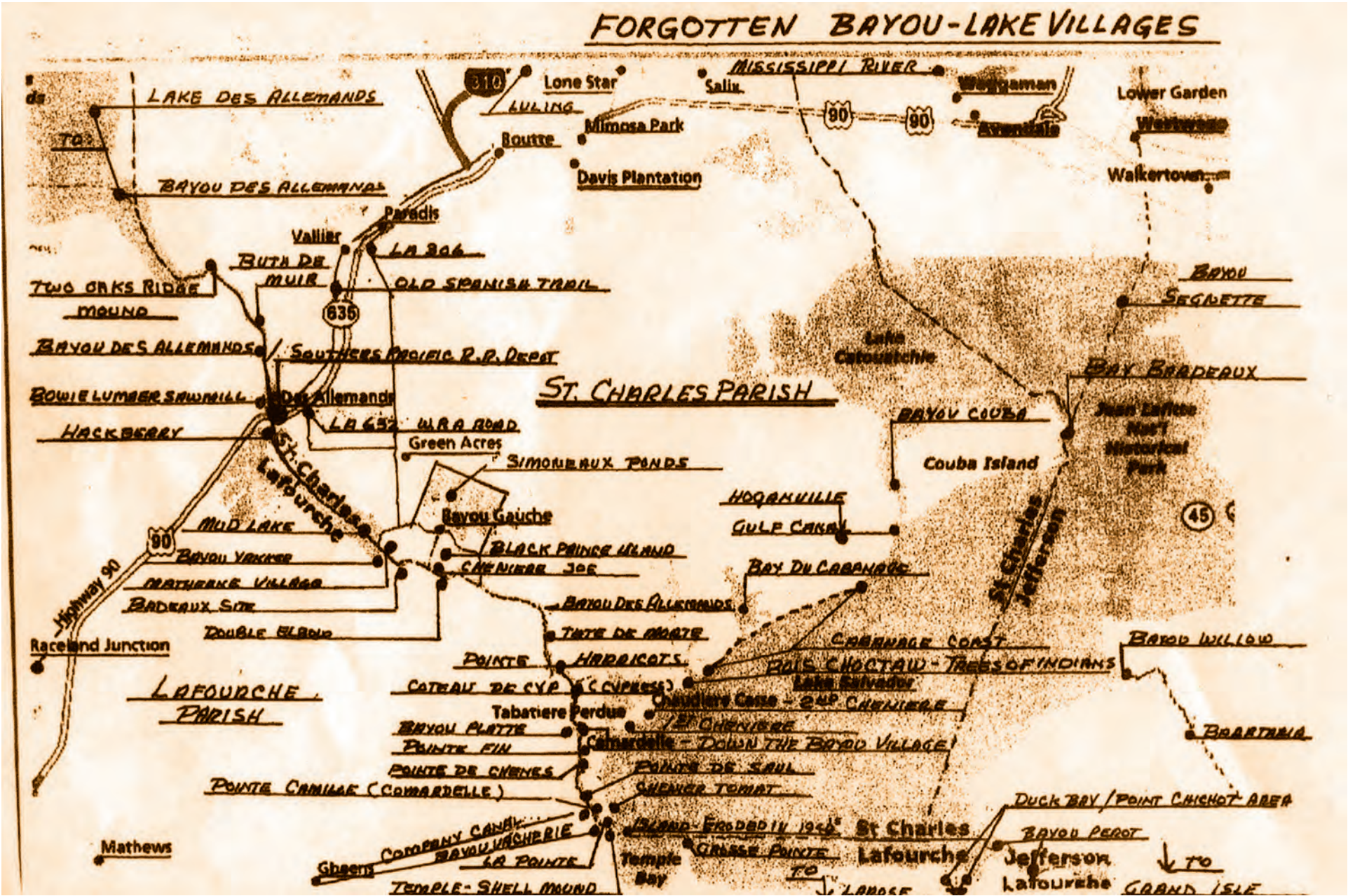
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GONE BUT NOT FORGOTTEN:

St. Charles Parish's earliest settlements

Anna Thibodeaux Managing Editor
annat@heraldguide.com

An old map marked with the bayou communities of St. Charles Parish serves as the last place some of them are recorded and remembered.

It's heading is "Forgotten Bayou-Lake Villages," a lingering vestige of the once thriving areas for settlers on the German Coast, according to authors Joan Becnel, Suzanne Friloux, Marilyn Richoux and Fay Louque, in their book, "St. Charles Parish Louisiana – A Pictorial History."

Bois Choctaw, Black Prince Island and Down the Bayou Village are among the areas settled in the late 1800s or earlier.

Early Choctaw Indians and settlers named the village Bois Choctaw, which means "Oaks of the Choctaw." Trapping, hunting and fishing provided the food and livelihoods for the settlers. Some lived in permanent houses while others were living in "chaulands" or houseboats to stay mobile for seasonal hunts.

Parish Councilman Paul Hogan's family, who relocated from Ireland to Bois Choctaw, lived in the area. Photos show the houses that were once there as homes for Jean and Mary Corrinond Dufrene, and Willie E. and Agnes Trauth Dufrene.

The Hogans were among the people who moved inland to Comardelle Village and later to Bayou Gauche and Des Allemands.

"My family ... a lot of relatives lived up and down the bayou and along Lake Salvador," Hogan said. "The map shows the communities that existed up and down the bayou where many of my ancestors lived and hunted and trapped and lived off the land."



TOP: Map of "Forgotten bayou-lake villages provided by Paul Hogan.
ABOVE: The Bois Choctaw community once near Lake Salvador. The name means "Oaks of the Choctaw."

SETTLEMENTS to 4C



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Mason decorates for Halloween.



Braelyn and Brooklyn.



Michael Polkey takes a spin at the Alligator Festival.



Decland being his normal, goofy self.



Terrence Jr. shares his breakfast with his horse.



Jayce Smith and Wild Bill from WGNO's News With a Twist after competing in the 2019 Louisiana state swim competition for Special Olympics.



Breelynn Ortego got her face painted at the Alligator Festival.



Tristan Comardelle enjoys the fest.



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Rhett, Charlee and Jordan Cortez enjoy the Alligator Festival.



Josiah Hebert flies through the sky at the Alligator Festival.



Mia Rodriguez gets ready to slide at the festival.



Nevaeh with the cast of The Three Little Pigs at the Lafon Center.



Mia, Christina, Liam, Annie, Adonis, Jesse and Skyler at the Alligator Festival.



Autumn and Gracen Nalls have fun at the zoo.



Kayla is ready for her Jr. Roller Derby headshots.



The Hogan family who relocated from Ireland to Bois Choctaw in the 1860s. They eventually resettled in Comardelle Village before moving to Bayou Gauche and Des Allemands.

SETTLEMENTS from 1C

In Comardelle Village, he recalled the use of a “school boat.”

“There was a school boat that would ride around these communities, pick them up and bring them to school,” Hogan said. “It would bring them home at the end of the day.”

The schoolhouse that was the village was moved to Bayou Gauche and then to WTA Road across from Allemands Elementary where it is being renovated as a museum.

The late Edna Matherne recounted her life growing up as a pioneer family in Bayou Gauche, which included growing up on a houseboat in the area’s watery reaches.

In a historical account of Bayou Gauche, Matherne explained how they lived in Comardelle Village and attended school in a tiny, two-room schoolhouse through fourth grade until they moved to Bayou Gauche. From there, she took the school boat back downstream to the village to attend school.

“My daddy was a trapper in the winter and a carpenter in the summer, building boats, houseboats, skiffs and pirogues,” Matherne said.

Life was often hard on the bayou. Doctors were scarce and there came a time when she lost her father and several other relatives to tainted oysters when she was 13 years old. Dufrene grew up on the houseboat with a kitchen and two bedrooms. They got water from the

neighbors’ cistern yet it was a time she recalled fondly.

When they moved, it was into a house in Des Allemands that seemed like a mansion with indoor plumbing and running water.

Black Prince Island is also among the forgotten communities that was once in Des Allemands.

Resident historian Roy Lunk, while re-searching the Des Allemands history of the 1800s, found information about the early Indian settlers that had three separate tribes. One of them, the Ouachas, lived in the area of what is now known as Black Prince Island and it was named after their chief, Louis Arouet Prince Noir.”

They were a wandering tribe that lived in the area between 1800 – 1900, and were eventually driven from Des Allemands by the influx of white settlers. They were relocated by the federal government to a reservation in Charrington, he said

What was called Down the Bayou Village housed some of the earliest settlers including the Dufrenes and Comardelles. Comardelle Village included a school, the Sanctified Church, the Assembly of God Pentecostal Church, Frank Dufrene’s store, Camille Comardelle’s store, Joe Hogan’s store, Charley Plaisance’s store, Pierre Dufrene’s dry-dock and some 30 homes. The last resident to move out from Comardelle Village was Alcide Comardelle.

Luling’s Bible Center Church celebrates its 50th anniversary

The Bible Center Church in Luling is celebrating its 50th anniversary as a church in St. Charles Parish.

Before there was a Bible Center Church, several families in the Boutte-Luling area wanted a local, independent church. They started having Bible studies and prayer meetings in their homes in 1962.

The foundation members of the new church were the Gilberts, Mallorys and several other Luling families, while they continued to serve in the New Orleans Bible Church.

The name Bible Center Church was selected to show that the emphases would be on God’s Word and there would not be a denomination attached to the church.

The building was completed April 6, 1970.

The first Vacation Bible School was held in July of 1970. The Pioneer Girls and Christian Service Brigade Programs were started. Camp Pearl in Eunice, La., and Miracle Camp at Ringold, La., provided Christian summer camping programs for the youth.

The dedication service for the new building was held on Sept. 27, 1970. They now had a building, a full-time pastor and a missionary.

The church continued to grow, and pews were added, and a grand piano was purchased. In the course of six years, the facility had become inadequate for the growing needs of the church. It was back to the draw-



Bible Center Church in Luling.

In March of 1969, a group of 15 families met in the Mimosa School cafeteria and signed the charter for the church.

Jim Raiford began as pastor of the church on June 15, 1969 and started the process of building a firm foundation for the church.

On July 14, 1969, the church acquired 10 lots on Barton Avenue. A building committee was formed and to work on a floor plan for a 6,000 square-foot building.

By April of 1970, 26 new members helped to bring the membership to a total of 67.

ing board for plans for an additional building. A 5,600 square-foot activities building was planned to provide additional Sunday School rooms, a new nursery, a kitchen, and a multipurpose room. It was planned so that eventually, when needed, the multipurpose room section could be converted into two floors of Sunday School rooms and a third multipurpose building could be added on the south side of the Sunday School building.

community calender

What’s Happening

whatshappening@heraldguide.com

- Oct. 1 - 5

Early voting deadline

Early voting will be held from 8:30 a.m. to 6 p.m. Oct. 1 - 5. Locations include the West Bank at St. Charles Parish Courthouse, 15045 River Road, Hahnville, and East Bank at Arterbury Building, 14564 River Road, New Sarpy. For more information, visit stcharlesparish-la.gov/registrar.
- Oct. 8

Absentee ballot deadline

Oct. 8 is the deadline to request absentee mail ballots at St. Charles Parish Courthouse, 15045 River Road, Hahnville. For more information, visit stcharlesparish-la.gov/registrar.
- Oct. 11

Fall Book Sale

The Friends of the St. Charles Library will hold a Fall book Sale on Oct. 11 from 9 a.m. to 4 p.m. adjacent to the Hahnville Library Branch. All funds generated at book sales go right back into the library by supporting programs offered to all citizens of St. Charles Parish.
- Oct. 12

Election day

Voting will be held 7 a.m. to 8 p.m. Oct. 12 at the St. Charles Parish Courthouse, 15045 River Road, Hahnville. For more information, visit stcharlesparish-la.gov/registrar.

Thanks to residents of the River Parish community

On behalf of my family, thank you for your prayers, telephone calls, flowers and personal notes that was accorded me and my family upon the passing of my daughter-in-law Nancy Parker Boyd.

I do not know why Nancy was taken from us so early in life, but it is my fervent prayer that Glenn, my grandchildren and those that she touched in life will find closure in her passing.

Please tell the ones that you love and care about how you feel and enjoy every moment that life offers because tomorrow is not promised. The Lord is my rock, my fortress and my deliverer, my God is my rock in whom I take refuge. Psalms 18

Respectfully, Beverly H. Boyd

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The True Vine Missionary Baptist Church of Hahnville, LA is seeking to fulfill the fulltime position of Minister of Music. Sunday Worship Service began promptly at 11:30 am. The Minister of Music will be diligent in:

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Those with these desires should submit a resume to True Vine Missionary Baptist Church at P.O. Box 74, Hahnville, LA 70057 or email tvbc3207@coxnomail.com for consideration.



ST. CHARLES PARISH PUBLIC SCHOOLS

Now accepting applications for position of:

SENIOR SECRETARY
Human Resources Department
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Application Deadline: October 11, 2019 12:00 NOON

View position notice on the school district's website:
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Now accepting applications for position of:

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Central Office

Application Deadline: October 2, 2019 12:00 NOON

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Application Deadline: October 4, 2019 12:00 NOON

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Public Notice

PUBLIC NOTICE

Request for Scenic River Permit on Bayou Des Allemands

The Secretary of the Louisiana Department of Wildlife and Fisheries (LDWF) as Administrator of the Louisiana Natural and Scenic Rivers System is currently considering the application of Aimos Energy for a permit to bore a 6" natural gas line crossing under Bayou Des Allemands. The decision to grant or deny this permit in the public interest will be based on an evaluation of the probable impacts of the proposed activity on Bayou Des Allemands.

Copies of application can be reviewed by the public at the LDWF main office, 2000 Quail Drive, Room 432, Baton Rouge, LA and at the District Office nearest the proposed activity. The application can also be viewed on the LDWF website at www.wlf.louisiana.gov/scenic-rivers. The public is invited to comment on this permit request for a period of forty-five (45) days. Responses should convey sound reasoning for or against the proposal and be mailed to LDWF Scenic Rivers Program, 2000 Quail Drive, Room 432, Baton Rouge, LA 70808.

Publish: October 3, 10 & 17, 2019

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON OCTOBER 10, 2019 AT 7:00 P.M., IN THE COUNCIL CHAMBER OF THE HAHNVILLE COURTHOUSE TO HEAR: **2019-18-R** requested by **Myron & Triniece Boyd** for a change in zoning classification C-1 to R-2 on Lots 2 & 3, Block F, Oak Ridge Park Subdivision **1205 & 1207 Paul Frederick Dr., Luling**, Council District 7.

2019-19-R requested by **Precision Plumbing and Maintenance, LLC** for a change in zoning classification from R-1A(M) to R-2 on Lot 76, Victoria Acres **907 Vans Ln., New Sarpy**, Council District 6.

2019-11-SPU requested by **Annabel Hogan** for a single-family dwelling on Lot 89A-1A, Coteau de France, **16528 Highway 90, Des Allemands**. Zoning District C-3. Council District 4.

2019-17-MIN requested by **Harold DeGruy** for resubdivision of Lot B, Septime Madere Tract into Lots 1-A, 2-A, 3-A, 4-A, and 5-A. Zoning Districts R-1A & O-L. Council District 6.

2019-8-MAJ requested by **310 Equity, LLC** for approval of revisions to the Preliminary Plat of Saints Place, a 58 lot major subdivision in Destrehan. Zoning District C-2/M-1. Council District 2.

2019-7-ORD Larry Cochran (Dept. of Planning & Zoning) for an ordinance to amend the St. Charles Parish Flood Damage Prevention Ordinances, Appendix A, Section XX.E.2.d.2, to require that the bottom of the longitudinal structural I-beams of the manufactured home is elevated to or above the base flood elevation.

2019-8-ORD Larry Cochran (Dept. of Planning & Zoning) for an ordinance to amend the Code of Ordinances for the Parish of St. Charles, Appendix C, Subdivision Regulations of 1981, Section IV.D.2.a, to specify certain types of Stormwater inlets for roadside drainage.

2019-9-ORD Paul J. Hogan, PE, Councilman-At-Large, Div. B for An ordinance to amend the Code of Ordinances for the Parish of St. Charles, Appendix C, Subdivision Regulations of 1981, Section II. Subdivision procedure. by adding I. Private Resubdivision.

ALTERNATE DATE: NONE
PUBLISH: 9/26, 10/3, 10/10

Public Notice

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, OCTOBER 7, 2019, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2019-0296 (9/23/19, Cochran, R. Raymond)
An ordinance to authorize the Parish President to make full and final settlement in the matter entitled "St. Charles Parish v. Aegis Construction, Inc. and Duplantis Design Group, PC.", 29th Judicial District Court, Parish of St. Charles, No. 84389.

2019-0297 (9/23/19, Cochran, C. Fauchaux)
An ordinance to approve and authorize the Parish President to execute a Cooperative Endeavor Agreement (CEA) between Esperanza Land, L.L.C. and St. Charles Parish to access, survey, perform wetland delineation, and geotechnical testing to property owned by Esperanza Land, L.L.C., southwest of LA Highway 3127 for the possibility of a future oxidation pond.

2019-0298 (9/23/19, Cochran, C. Fauchaux)
An ordinance to approve and authorize the Parish President to execute an agreement between ELOS Environmental and St. Charles Parish to access, perform environmental impact analysis, wetland delineation, phase I environmental site assessment, and permitting services on property owned by Esperanza Land LLC southwest of Highway 3127 for the possibility of a future oxidation pond (Parish Project Number S190902).

2019-0299 (9/23/19, Cochran, C. Fauchaux)
An ordinance to approve and authorize the Parish President to execute an Agreement between Principal Engineering, Inc. and St. Charles Parish for engineering services to rehabilitate the spillway road (Parish Project Number P190902).

PUBLISH: September 26, 2019
October 3, 2019

Public Notice

REQUEST FOR PRICE QUOTATIONS

The St. Charles Parish Sheriff's Office is soliciting price quotations for **Food Products** for the Nelson Coleman St. Charles Parish Sheriff's Correctional Center in Killona, Louisiana.

Detailed specifications may be obtained by contacting Corporal Stackhouse at the Correctional Center (985) 783-1164.

All price quotations must be submitted on the forms provided and be received by the date and time specified on the forms. Quotations received after the times specified will not be considered.

The Sheriff reserves the right to reject any and all price quotations not deemed to be in the best public interest.

St. Charles Parish Sheriff's Office is an Equal Opportunity Employer. We encourage all small and minority-owned firms and women's business enterprises to participate in this solicitation.

/s/ Greg Champagne, Sheriff

PUBLISH: October 3, 2019

Public Notice

PUBLIC NOTICE

Request for Scenic River Permit on Bayou Des Allemands

The Secretary of the Louisiana Department of Wildlife and Fisheries (LDWF) as Administrator of the Louisiana Natural and Scenic Rivers System is currently considering the application of Gulf South Pipeline Company, LP for a permit to abandon in place the existing 16-inch-diameter Index 281 natural gas pipeline crossing Bayou Des Allemands. The decision to grant or deny this permit in the public interest will be based on an evaluation of the probable impacts of the proposed activity on Bayou Des Allemands.

Copies of the application can be reviewed by the public at the LDWF main office, Room 432, 2000 Quail Drive, Baton Rouge, LA and at the District Office nearest the proposed activity. The application can also be viewed on the LDWF website at www.wlf.louisiana.gov/scenic-rivers. The public is invited to comment on this permit request for a period of forty-five (45) days. Responses should convey sound reasoning for or against the proposal and be mailed to LDWF Scenic Rivers Program, P.O. Box 98000, Baton Rouge, LA 70898-9000.

Publish: October 3, 10 & 17, 2019

Public Notice

October 3, 2019

Notice is hereby given that The Arc of St. Charles intends to apply for a federal grant for operating assistance and/or capital assistance to provide Formula Grant Program for Enhanced Mobility of Seniors and Individuals with Disabilities of a non-emergency, ambulatory nature for the FY 2019-2020 program year. The application for assistance is pursuant to the Formula Grant Program for Enhanced Mobility of Seniors and Individuals with Disabilities Program of 49 CFR 5310. Services will generally be between 7:30 a.m. and 4:00 p.m., Monday through Friday, in the area encompassing St. Charles Parish, Louisiana. Transit services are provided without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act.

Written comment on the proposed services may be sent within 15 days to P. O. Box 455, Boutte, LA, 70039, and to the 5310 Transportation Program Manager, Department of Transportation and Development, P. O. Box 94245, Baton Rouge, LA 70804-9245. Comments must be received by October 18, 2019.

Publish: October 3, 2019

Public Notice

PUBLIC NOTICE
OPPORTUNITY FOR REQUESTING
A PUBLIC HEARING

October 3, 2019

All interested persons are hereby advised that the Arc of St. Charles has applied to the Louisiana Department of Transportation and Development for project funding under Federal Transit Administration (Section 5310, 5311, and/or 5339) for the following:

PROJECT: The Arc of St. Charles is preparing to replace existing equipment to continue transportation services to in St. Charles Parish. Further details relative to the project are available from Victoria L. Bryant, 13771 Old Spanish Trail, Boutte, LA 70039, 985-785-0971, Extension 4801.

Interested persons are advised that they may request that a public hearing be conducted to provide a means for the public to express their views relative to the proposed project on the probable social, economic and environmental effects involved. In lieu of requesting a public hearing, interested persons may submit their comments in writing.

Written requests for a public hearing and/or submittal of comments must be postmarked on or before October 18, 2019, and should be addressed to: Ms. Victoria L. Bryant, P. O. Box 455, Boutte, LA 70039.

Should a public hearing be required, a public notice will be published stating the date, time and location of the hearing.

Signed: *Victoria L. Bryant*, Executive Director

Publish: October 3, 2019

Public Notice



I, **Roland H. Clement**, have been convicted of **Sexual Battery**. Date of Conviction: 08/22/2011 and **Oral Sexual Battery** 08/22/2011. My address is: 16949 Old Spanish Trail, Des Allemands, La. 70080.

RACE: White
SEX: Male
DOB: 07/21/1988
HGT: 6'2"
WGT: 165
HAIR COLOR: Black
EYE COLOR: Brown

PUBLISH: October 3 & 10, 2019

Sheriff's Sale

SHERIFFS SALE
SHERIFFS OFFICE
Suit No: (45) 86513-D
Date: Wednesday, September 4, 2019
FIRST AMERICAN BANK AND TRUST
VS
TUJACK G. HOOVER, 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: THURSDAY, JULY 18, 2019, 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, NOVEMBER 6, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:
Two certain-lots or portions of ground, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles near Boutte Station on the Southern Pacific (formerly Morgan's Louisiana) Railroad, /bounded on the South by land now or formerly owned by
Hicks L. Youngs, on the North by lands now or formerly owned by the Freret Brothers, on the East by lands now or formerly owned by Robert Scott, being the southeastern quarter of the of Fraction Section 118, in Township 13 South, Range 20 East, of the Southeastern Land District of Louisiana. Said lots are on the northern side of the Morgan's Louisiana Railroad fronting partly on said railroad and partly on lands of Hicks L. Youngs, which said lots are designated as Lot A and Lot, B on a sketch made by H.E. Landry, C.E. on November 13, 1939, a copy of which is attached hereto and to an Act of Partition between Frederick

H. Mix, Sidney Treadaway, and Oscar Gervais on May 22, 1942 before James P. Vial in COB UU, folio 13, said sketch being incorporated herein by reference. According to said sketch, each lot contains approximately 9.73 acres.

Less and \except that portion of ground which was expropriated by the State of Louisiana by judgment No. 26,379 on August 4, 1983 recorded at COB 302, folio 47.

Being a portion of the same property acquired by mortgagors in act of sale dated October 12, 2001, passed before Louis G. Authement, Notary Public and duly recorded in the official records of St. Charles Parish, Louisiana. THIS ACT IS MADE AND ACCEPTED SUBJECT TO THE FOLLOWING:

- 1) Any loss or damage arising out of any difference between title and actual measurements in the property description.
- 2) Right of Way, easement and servitude agreement in favor of Qwest Communications Corporation registered in COB 568, folio 320, St. Charles Parish, Louisiana.
- 3) Right of way permit in favor of Louisiana Power & Light Company registered in COB 153, folio 169 St. Charles Parish, Louisiana.
- 4) Oil, gas and mineral leases recorded at COB 5, folio 458; COB 222, folio 277/ COB 222, folio 275, St. Charles Parish, Louisiana.
- 5) Encroachments, boundary disputes, overlaps, rights of parties in possession, servitudes, and other adverse matters, if any, as would be disclosed on a current, accurate survey and inspection of the subject property.

The parties hereto declare that they do not hereby intend, by the execution of these presents, to interrupt, or suspend, the running of any prescription or pre-emption which has run or may run in connection with the foregoing, nor do the parties intend to revive, establish or initiate any - one or more of the foregoing which may not now or hereafter be binding upon the property and/or the parties hereto.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: SEVENTY-ONE THOUSAND FIVE HUNDRED NINETY-FIVE AND 87 / 100 (\$71,595.87) 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: October 03, 2019 October 31, 2019 ATTORNEY FOR PLAINTIFF: MARK LANDRY 433 METAIRIE RD., SUITE 600 METAIRIE, LA 70005 504-837-9040 SCSO-CIV-209-0402

Legal notice deadline is every Friday at 3pm for the following week

legals@heraldguide.com

Public Notice

ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT

The St. Charles Parish, Zoning Board of Adjustment will meet on October 17, 2019 at 7:00 p.m. at the S Charles Parish Courthouse, Council Chamber to hear:

2019-42-ZBA David Norfleet for a flood elevation of AE+4.9 ft. NAVD where an advisory DFIRM AE+6 ft NAVD also applies at **424 Wade St., Luling** at Zoning District R-1A. Council District 7.

2019-43-ZBA Blake Murray to reduce the required 60 ft. width to a 40 ft. width for Lot 29, Block A4, Good Hope Plantation Annex A, B, C, Norco at **195 Good Hope St., Norco**, Zoning District R-1A. Council District 6.

2019-44-ZBA Blake Murray to reduce the required 60 ft. width to a 40 ft. width for Lot 29, Block A4, Good Hope Plantation Annex A, B, C, Norco at **191 Good Hope St., Norco**. Zoning District R-1A. Council District 6.

2019-46-ZBA Kenny Johnson for a flood elevation of AE+4 ft. NAVD where an advisory DFIRM AE+6 ft. NAVD also applies **219 Magnolia Ridge Rd., Boutte**. Zoning District R-1A(M). Council District 4.

ALTERNATE DATE: October 24, 2019

PUBLISH: 10/3, 10/10, 10/17

Public Notice

PUBLIC NOTICE

REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER

If the following violations are not rectified within (5) days of this published notice, the parish will proceed in bringing the properties listed in compliance with Chapter 16, Article III Sec. 16-24 through Sec. 16-28. (As amended). The fee for performing these services shall be at a rate of 0.037 per square foot of the lot cleaned. The contractor's fee for performing these services shall be at the rate of 0.029 per square foot of the lot cleaned. In the event a mini-clean up is required prior to performing the above services, a fee of \$58.61 per mini clean up plus actual disposal fees will be assessed, not to exceed then (10) mini-cleanups per property in violation. On property where trash and/or debris accumulation is such that it requires heavy equipment, bulldozer, front-end loaders, etc. a fee of forty-three dollars and eighty six cents (\$43.96) per cubic yard will be assessed. An administration fee of \$36.63 may be assessed on each invoice. The fees in this section shall be increased or decreased on February first of each year by a change in CIP applicable to the US cities average group, all urban consumers, all items published by the US Department of Labor, Bureau of Labor Statistics, for the preceding twelve-month period ending each November. The change shall become effective beginning with the period ending November 30, 2000. The department of finance shall notify the department of planning and zoning in writing annually of the revised fees.

The following lots are in violation of parish ordinance Chapter 16, Article III Sec. 16-24 through Sec. 16-33:

Mary Flournoy Pucheu (New Sarpy)
Lot 1 (204 W Hoover Street)
Nature of violation: Grass cutting & removal of debris

Nadia White (Vicknair Property)
Lot 52B (274 Schoolhouse Road)
Nature of violation: Grass cutting & removal of debris

Andrew Kelly c/o Dora Kelly White (Vicknair Property)
Lot 55 (308 Schoolhouse Road)
Nature of violation: Grass cutting & removal of debris

PUBLISH: October 3, 2019

Public Notice

The names of the following persons were drawn to serve as Jurors for Jury Number 3B, for the session of said Court, beginning Monday, October 28, 2019 at 9:00 a.m. - Division "D":

1 ADAMS, DANA BERTHELOT

2 AGNELLY, PETER JOHN

3 ALEXANDER, COREY DARNELL

4 ALEXANDER, DONNA FRANKLIN

5 ALEXANDER, RHAKYTA KANAI

6 ALLEMAND, RACHEL J

7 ANDRESEN, LARS A

8 ANDREWS, CHERYL NASTASI

9 ARCENEUX, ELAINE DEGGS

10 AUGUST, ASHLEY ANN

11 BABIN, NASH EASTON

12 BALDWIN, CALVIN JR

13 BAPTISTE, NATASHA ARGEL

14 BELLOW, CHRISTOPHER JAMES

15 BETTON, JASMINE MARIE

16 BLANCHARD, LESLYE C

17 BORDELON, CHRISTIAN MARIE

18 BORNE, ROGER JOSEPH

19 BORNE, SHERA CHEETARA

20 BOSSIER, PATRICIA M

21 BOSWORTH, WILLIAM HOWARD

22 BOUDOIN, DANIEL MARTIN

23 BREAZEALE, GINO DOMINICK

24 BROUSSARD, STEVE MICHAEL

25 BROWN, JONATHAN MICHAEL

26 BUETTNEY, ANDREW JOHN

27 BUTLER, CHARLES JOSEPH

28 CAMBRE, LUCIEN III

29 CARONNA, RANDY JOHN

30 CASHIO, JEFFREY PAUL

31 CHAMPION, ROSS L

32 CHANCE, DAYNA LEIGH

33 CHARLEBOIX, CATHERINE AMANDA

34 CHAVEZ, JOHN JOSEPH

35 CLARK, STEVE ALAN

36 COLLEY, ALFRED DAVID III

37 COLLY, JAMES CLEM SR

38 COMARDELLE, RORY PAUL

39 CORTELO, LACEY CHRISTINA

40 CORTEZ, SIMONE POCHE

41 DANNA, VICTORIA DUET

42 DARENSBOURG, LATINYA ELOISE

43 DAVIS, DONALD W

44 DAVIS, JERRY A

45 DELANGE, DARLENE DENISE

46 DELK, STEPHAN LOUIS

47 DOMINICK-MCKENZIE, NADIA MEGAN

48 DOZIER, CHRISTY LYNN G

49 DUFRENE, JOSEY K

50 DUFRENE, MADELEINE GRACE

51 DUPRAS, DIANE DALMANN

52 DUPUY, BERNARD AUGUST JR

53 ESQUIVEL, IVONNE OSEGUERA

54 EUGUENE, JENNY M

55 EUSEA, CORTNEY ROBERT

56 FABRE, MILDRED PRATHER

57 FARRELL, JARROD MICHAEL

58 FEDER, PATRICIA HIGBY

59 FENERTY, ANGELA GRUNTZ

60 FIELD, AGNES IRENE RATCLIFF

61 FISCHER SCHOEPFNER, BARBARA

62 FLOWERS, RUFUS WELLINGTON

63 FOURNIER, CHAD JOSEPH

64 FRANCIS, BERNARD CLAYTON JR

65 FRANKLIN, JACOBI SAMUEL

66 FRICKEY, CHRISTOPHER JOSEPH

67 FRILOUX, MARK

68 GAUBERT, SUSAN M

69 GIBBS, JOHN R

70 GILARDI, MONA MARIE

71 GRANIER, SEAN VERNON

72 GREEN, KENTRELL D

73 GRISOLI, MILDRED LABRANCHE

74 GROS, JOHN ARTHUR III

75 GROWS, SHERON DABNEY

76 GUIDRY, KAYCEE MEAGAN

77 GUILLOT, NICHOLAS JOSEPH

78 HANKINS, ROMAN SETH

79 HARDING, MARQUISE

80 HAYDEL, RICHARD JAMES

81 HEBERT, JOY HILL

82 HEBERT, KARLA MARIE

83 HEDWOOD, HANNAH ZOE

84 HICKMAN, HAYLIE ANN

85 HILL, TERRILLE OWENS

86 HOLLOWAY, CHRISTOPHER MICHAEL

87 HOLMAN, AMARA MARIE

88 HUHNER, EMILY ANN

89 IVEY, MONTERIA JR

90 JEANSONNE, SANDRA MICHELE

91 JOHNSON, ALBERT CHRIS

92 JOHNSON, PHYLLIS M

93 JONES, CYNTHIA DUFRENE

94 JONES, PEGGIE FOSTER

95 JOSEPH, CHAYLA BREYON

96 KAPPEL, JOHN W

97 KINLER, KATHLEEN P

98 KNIGHT, STEPHANIE A

99 KNOX, EMILY ANN

100 LABORDE, ROBIN HEBERT

101 LANGLEY, BRANDON

102 LAROUSSE, BRANDON JAMES

103 LECLAIR, CYNTHIA ANN

104 LEGNON, RHONDA KELLER

105 LEMOINE, RAYMOND JOSEPH

106 LEWIS, EARNESTINE

107 LEWIS, MONICA KELLY

108 LONG, LOGAN

109 LUBRANO, GARY CHARLES

110 LUCAS, DAN LAWRENCE

111 LUMAR, JERMAINE ANTHONY

112 MARONEY, REGIS EARL

113 MARTIN, STEPHANIE WILLIAMS

114 MARTINDALE, LOGAN JOHN

115 MASON, MARCELLA ANGELA BAILEY

116 MATHERNE, CAROLYN D

117 MATHERNE, NATALIE MARIE

118 MCASKILL, MICHAEL ANTHONY

119 MCCALL, WALTER HENRY

120 MCWILLIAMS, GYRA MONET

121 MELFORD, DAVIS JANNEETH

122 MESSINA, BRYANT M

123 MICHLER, DONALD GERARD JR

124 MIGUEZ, CADE MICHAEL

125 MILLER, JAMIE ROWAN

126 MILLER, KAMARIA RENETTE

127 MIRE, HAROLD JOSEPH

128 MOLLERE, MONTE THOMAS

129 MONTET, MARK JAMES

130 MORANTINE, BERTIE CREIGHTON

131 MOTT, JAMON JOSEPH

132 MURDEN, DONNA IMPASTATO

133 MYERS, MARISA B

134 NAGIN, JOEL

135 NAQUIN, ANGELA KELTON

136 NARCISSE, ELLA

137 NELSON, CAROLYN JENSEN

138 NEWMAN, CHRISTOPHER PAUL

139 NICHOLS, MATTHEW AUBREY ANDREW

140 NICOLOSI, NOEL BLAINE

141 OCKMAN, CLIFFORD JAMES JR

142 ORGERON, KATHERINE CORTEZ

143 PALMER, EDDIE

144 PHILLIPS, SYBIL CHAMPAGNE

145 PHILLIPS, THOMAS M

146 PICOU, MOLLIE NAQUIN

147 PIERRE, PRESTON JR

148 PIZZOLATO, STEVEN A

149 PLAISANCE, KERRY T JR

150 POLK, JAMES ALLEN

151 PORCHE, KENDRA ANN

152 POWELL, ALEASHER MICHELLE

153 RIGBY, JUSTIN THOMAS

154 ROBERT, CHED LOUIS

155 ROBICHAUX, DANNY CHARLES

156 ROBINSON, DANIELLE RENEE

157 SANDER, VICTORIA LYNN

158 SANDIFER, ANGELA VALDEZ

159 SANDOLPH, MICHAEL RAY

160 SCHNEIDER, SHELBY LYNN

161 SCIONEAUX, JESSI ESTAY

162 SENSBIE, KELSEY MARIE

163 SINGLETON, ASHLEY BASTIAN

164 SMITH, CHARLEEN COURTNEY

165 SMITH, EARL EDWARD

166 STELLY, DINIA GROS

167 STOLTZ, ABRIELLE RENNE

168 STPIERRE, EDWARD JAMES

169 TARANTO, KERRY MICHAEL

170 TASSIN, REBECCA JANE

171 TASTET, EARL P

172 TENNISON, KEVIN MICHAEL

173 THIBODEAUX, BARBARA DEMMA

174 TREGRE, DAVID E

175 TROXLER, MELAINA FORET

176 TURNER, ANDREW

177 TURNER, MEGAN ANN

178 VEDROS, CALES MICHAEL

179 VICK, APRIL SHAW

180 VICKS, BERTRAND CLAUDEWELL

181 VINES, LENA KILPATRICK

182 WALLE, SCOTT MATTHEW

183 WASHINGTON, ERIN RENEE

184 WATSON, MAEGAN LEE

185 WELLS, PATSY RAGAN

186 WETZEL, STEPHEN ASHLEY

187 WIENTJES, JANIS MILEY

188 WILCUT, MICHELLE CROLL

189 WILLIAMS, MARLENE J

190 WILLIAMS, MARY AUGUST

191 WILLIAMS, RICHARD LAYNE

192 WILLIAMS, TANYA ANN

193 WILSON, CHANDALIER SATINA

194 WOOD, JENNIFER LYNN

195 WOOD, STARLENE LYNN

196 WOODALL, JAMES CARTER

197 YOUNG, LUCIEN JR

198 ZERINGUE, ELTON JOSEPH

199 ZERINGUE, LENORA

200 ZERINGUE, MICHAEL THOMAS

Publish: October 3, 2019

Public Notice

ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

Sealed bids are requested by the St. Charles Parish Sheriff's Office from general contractors for construction of:

NELSON COLEMAN CORRECTIONAL CENTER GRAPHICS SHOP

Bids will be received at the St. Charles Parish Sheriff's Office, 260 Judge Edward Dufresene Parkway, Luling, LA 70070 at **2:00 P.M., LOCAL TIME, Thursday, October 31, 2019** at which time the bids will be publicly opened and read aloud in the conference room.

B. BID DOCUMENTS AND DEPOSITS

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit by visiting the public projects area at www.cityblueprint.com. Printed copies are not available from the Designer, but arrangements can be made to obtain them through City Blueprint & Supply or most other reprographic firms. Please note that Plan holders are responsible for their own reproduction costs. Questions about this procedure shall be directed to:

City Blueprint & Supply Co.
1904 Poydras Street
New Orleans, LA 70112
Phone: 504-522-0387
Email: planroom@cityblueprint.com

All other questions regarding the scope of work of the project should be directed to the Project Architect in writing via email only.labb@murrayarchitects.net.

C. BID SECURITY AND PERFORMANCE AND PAYMENT BONDS

Bids must be accompanied by a bid security at least equal to five percent (5%) of the base bid and all additive alternates in the form of a certified check, cashier's check or bid bond. The successful bidder will be required to furnish a performance bond and a payment bond, each in an amount equal to one hundred percent (100%) of the contract amount.

Contract, if awarded, will be on the basis of the lowest responsive and responsible bidder, if within the budget. No bid may be withdrawn for a period of 45 days after bid opening except as provided by law.

Bidders must meet the requirements of the State of Louisiana Contractor's Licensing Law, R.S. **D. REJECTION OF BIDS**

St. Charles Sheriff Sheriff's Office reserves the right to award the project on whatever basis is in the interest of the Owner and to accept or reject any or all bids and to waive technicalities and informalities as allowed by law.

E. PRE-BID CONFERENCE

A **PRE-BID CONFERENCE** will be held at the project site, Nelson Coleman Correctional Center, 5061 LA-3127, Killona, LA 70057 on **Tuesday, October 22, 2019 at 10:00 a.m.** Attendance at this pre-bid conference is **MANDATORY**.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: Thursday, October 3, 2019
Thursday, October 10, 2019
Thursday, October 17, 2019

St. Charles Parish Sheriff's Office
Sheriff's Greg Champagne
260 Judge Edward Dufresne Parkway
Luling, LA 70070

Public Notice

PUBLIC NOTICE

Notice is hereby given of the availability of federal funds through the Office on Violence Against Women (OVW) housed in the U.S. Department of Justice, Office of Justice Programs, for the FY2019 STOP Violence Against Women Formula Grant Program (STOP). The Louisiana Commission on Law Enforcement (LCLE) administers and allocates these funds through the Jefferson Parish Criminal Justice Coordinating Council (CJCC) & Metropolitan District Law Enforcement Planning and Action Commission (METLEC).

The total amount available to the CJCC & METLEC in FY2019 STOP Violence Against Women Formula Grant Program (STOP) funds is \$159,628.

The complete Notice of Funding Opportunity, application materials and instructions for submitting proposals may be obtained from the Louisiana Commission on Law Enforcement (LCLE) website <http://www.lcle.la.gov/programs/funding.asp>. Complete guidelines & instructions for applying may be obtained from the Jefferson Parish Community Justice Agency: Ronald E. Lampard, Director, District 7 – Jefferson CJCC / Metropolitan District, 1221 Elmwood Park Blvd., Suite 607, Jefferson, LA 70123-2337, (504) 736-6844.

The deadline for submitting is: **November 6, 2019**, no later than 4:00 p.m. Proposals will be considered for approval at the November 18, 2019 CJCC & METLEC meetings which will be held at the Joseph S. Yenni Bldg., 1221 Elmwood Park Blvd., Suite 405, Jefferson, LA 70123 at 1 pm and 2 pm respectively. Representatives of agencies under consideration will be required to attend these meetings in order to receive funding.

Publish: October 3, 2019

Public Notice

PUBLIC NOTICE

Notice is hereby given of the availability of federal funds through the Office for Victims of Crime housed in the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). This funding is to support the provision of direct services to victims of crime at no cost to the victims. Programs must be operated by a public agency, a nonprofit organization or a combination of such agencies. Priority shall be given to victims of sexual assault, spousal abuse, child abuse, and underserved populations. The Louisiana Commission on Law Enforcement (LCLE) administers and allocates these funds through the Jefferson Parish Criminal Justice Coordinating Council (CJCC) & Metropolitan District Law Enforcement Planning and Action Commission (METLEC).

The total amount available to the CJCC & METLEC in FY2019 Victims of Crime Act Program (VOCA) funds is \$3,747,932. All applicants are required to provide a 20% cash or in-kind match with the following exception: a 5% cash or in-kind match for Native American tribes/organizations on reservations. Projects will be funded on a 12-month basis.

The complete Notice of Funding Opportunity, application materials and instructions for submitting proposals may be obtained from the Louisiana Commission on Law Enforcement (LCLE) website <http://www.lcle.la.gov/programs/funding.asp>. Complete guidelines & instructions for applying may be obtained from the Jefferson Parish Community Justice Agency: Ronald E. Lampard, Director, District 7 – Jefferson CJCC / Metropolitan District, 1221 Elmwood Park Blvd., Suite 607, Jefferson, LA 70123-2337, (504) 736-6844.

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Publish: October 3, 2019

respect to removing trees that are situated within a publicly recorded dedicated drainage servitude located on private property.

Sponsors: Mr. Hogan

Reported:
Councilman Hogan Recommended: Approval

Public comment opened
Mr. Victor Buccola, Destrehan

A motion was made by Councilmember Benedetto, seconded by Councilmember Woodruff, to extend Mr. Buccola's time an additional three minutes. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Time Extended

Council Discussion
Legal Services Director Robert Raymond spoke on the matter.
Public Works/Wastewater Director Clayton Faucheux spoke on the matter.

Proposed resolution failed for lack of a majority by the following vote:

Yea: 1 - Hogan

Nay: 8 - Benedetto, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Failed

APPOINTMENTS

2019-0187

A resolution to appoint Mr. Randy D. Matherne to the St. Charles Parish Library Board of Control as the District IV Representative.

VOTE ON THE APPOINTMENT OF MR. RANDY D. MATHERNE

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 6436

2019-0255

A resolution to appoint a member to The Industrial Development Board of the Parish of St. Charles.

Councilwoman Benedetto nominated Mr. Jeffery Lemoine.

Nomination(s) Accepted

A motion was made by Councilmember Benedetto, seconded by Councilmember Wilson, to Close Nomination(s) for File No. 2019-0255. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Nomination(s) Closed

2019-0256

A resolution to appoint a member to The Industrial Development Board of the Parish of St. Charles.

Deferred

2019-0267

Accept resignation of Ms. Julie Fisher-Perrier - South Central Planning & Development Commission

Resignation Accepted by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Resignation Accepted

2019-0269

Accept resignation of Ms. Wendy Benedetto - South Central Planning & Development Commission

Resignation Accepted by the following vote:

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 1 - Gibbs

Resignation Accepted

ADJOURNMENT

A motion was made by Councilmember Benedetto, seconded by Councilmember Wilson, to adjourn the meeting at approximately 7:31 pm. The motion carried by the following vote:

Yea: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.


Michelle Impastato
Council Secretary

Publish: October 3, 2019

Public Notice

THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, SEPTEMBER 23, 2019, COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, LOUISIANA. THE COMPLETE TEXT OF THE ATTACHMENTS TO THESE DOCUMENTS IS AVAILABLE FOR PUBLIC REVIEW AT THE PARISH COUNCIL OFFICE, COURTHOUSE, HAHNVILLE.

2019-0264

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN-AT-LARGE, DIVISION B
ORDINANCE NO. 19-9-2

An ordinance to amend the Code of Ordinances to revise Chapter 15, Section 15-9, to provide an exception to the Twenty-five (25) Miles Per Hour Speed Limit, to lower the speed limit on **Julie Street in Paradis to fifteen (15) miles per hour.**

WHEREAS, paragraph (a) of Section 15-9 of the Code provides that it is unlawful to operate any motor vehicle at a speed in excess of twenty-five (25) miles per hour on Parish streets; and,

WHEREAS, that Paragraph (a) of Section 15-9 has been amended to provide exceptions; and,

WHEREAS, the Parish Council desires to provide an exception to lower the speed limit on Julie Street in Paradis which is a short dead end road.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Section 15-9 of the Traffic Code is hereby amended to add No. 87 as follows:

(a) It shall be unlawful for any person to operate any motor vehicle at a speed in excess of twenty-five (25) miles per hour on any of the Parish streets, roads, highways and bridges,

EXCEPT:

(87) **Julie Street in Paradis**, speed limit shall be **fifteen (15) miles per hour.**

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

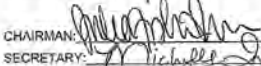
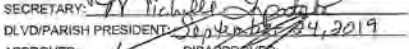
YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

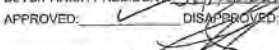
NAYS: NONE

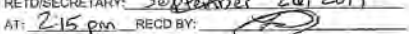
ABSENT: NONE

And the ordinance was declared adopted this 23rd day of September, 2019, to become effective five (5) days after publication in the Official Journal.

2019-0264: Signed Clerk, date filed in Parish Clerk's Office on 9/24/2019 (1:34:43) AM

CHAIRMAN: 
SECRETARY: 
CLVD/PARISH PRESIDENT: September 24, 2019

APPROVED:  **DISAPPROVED:**

PARISH PRESIDENT: 
RET/SECRETARY: September 26, 2019
AT: 2:15 pm **REC'D BY:** 

2019-0265

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

ORDINANCE NO. 19-9-3

An ordinance to approve and authorize the execution of a construction contract with Baker Pile Driving & Site Work, LLC for Dunleith Bank Stabilization – Phase VIII, in the amount of \$1,596,197.00 (Parish Project No. P081102-9).

WHEREAS, the Dunleith Bank Stabilization – Phase VIII Project will provide sheet pile and associated work to stabilize a section of the west bank of the Dunleith Canal in the area south of Destrehan Pump Station No. 1; and,

WHEREAS, sealed bids were received by St. Charles Parish on August 20, 2019 for Dunleith Bank Stabilization – Phase VIII Project; and,

WHEREAS, Evans-Graves Engineers, Inc., Stephen Lundgren, P.E., the Consulting Engineer for the Project, has reviewed the bids and recommended that the Contract be awarded to the lowest responsive bidder, Baker Pile Driving & Site Work, LLC, in the amount of \$1,596,197.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Baker Pile Driving & Site Work, LLC for the construction of Dunleith Bank Stabilization – Phase VIII be hereby approved and accepted, in the amount of \$1,596,197.00.

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

SECTION III. A final Notice of Contract shall be printed and filed in place of the contract documents with the St. Charles Parish Clerk of Court and in the records of the St. Charles Parish Council.

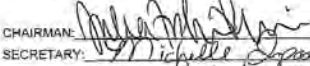
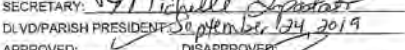
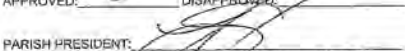
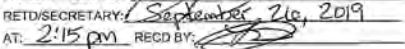
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

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

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 23rd day of September, 2019 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
CLVD/PARISH PRESIDENT: September 24, 2019
APPROVED:  **DISAPPROVED:**
PARISH PRESIDENT: 
RET/SECRETARY: September 26, 2019
AT: 2:15 pm **REC'D BY:** 

SECTION 00500

CONTRACT

This agreement entered into this _____ day of _____, 2019, by Baker Pile Driving and Site Work, LLC, hereinafter called the "Contractor", whose business address is 1051 Ronald Reagan Highway, Covington, LA 70433, and St. Charles Parish, hereinafter called the "Owner".

Owner and Contractor, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

ARTICLE 1

STATEMENT OF WORK

- 1.01 Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner.
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Evans-Graves Engineers, Inc.
- 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated June 28, 2019, Addenda Number 1 through 3, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.
- 1.04 The Work is generally described as follows: Furnishing and installing sheet piling and cap, clearing and grubbing, backfilling, sodding, and hydroseeding.

ARTICLE 2

ENGINEER

The Project has been designed by Evans-Graves Engineers, Inc., who is hereinafter called "Engineer" and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3

CONTRACT TIME

The Contractor shall complete all of the Work under the Contract within 180 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner One Thousand Five Hundred dollars \$1,500.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of One Million Five Hundred Ninety-Six Thousand One Hundred Ninety-Seven Dollars (\$1,596,197.00) based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
- 6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
 - a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
 - b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.

- 6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.
- 6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
- 6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
- 6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.
- 6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- 7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available to Bidders and as provided in the General Conditions.
- 7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 8

CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
- a) Contract (Section 00500)
- b) Performance Bond (Section 00611)
- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00304)
- g) Addenda Numbers 1 to 3
- h) Contract documents bearing the general title "Dunleith Canal Stabilization Phase 8" dated June 28, 2019.
- i) Drawings consisting of a cover sheet dated June 2019 and the sheets listed on Drawing "Title Sheet & Location Map".
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

There are no Contract Documents other than those listed above in this Article 8. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 9

MISCELLANEOUS

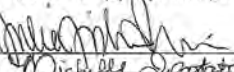
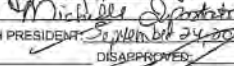
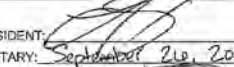
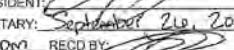
- 9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be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

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

OWNER: Parish of St. Charles	CONTRACTOR:
By: _____	By: _____
Title: _____	Title: _____
ATTEST:	ATTEST:
By: _____	By: _____
Title: _____	Title: _____

2019-0275
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)
ORDINANCE NO. 19-9-4
An ordinance to approve and authorize the execution of a Contract with Williams Contractors & Construction Services, LLC, of Laplace, LA., for the addition to the Killona Community Center located at 201 A Hwy 3141, Killona, LA. in the amount of \$224,600.00.
WHEREAS, sealed bids were received by St. Charles Parish on July 11, 2019, for the Killona Community Center at 201 A Hwy 3141, Hahnville; and,
WHEREAS, Murray Architects, the Architect for the project, has reviewed the bids and recommended that the project be awarded to the low bidder, Williams Contractors & Construction Services, LLC, of Laplace LA. in the amount of \$224,600.00; and,
WHEREAS, the construction of this addition will provide additional space for the growing community.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the bid of Williams Contractors & Construction Services, LLC of Laplace, LA. for the addition to the Killona Community Center is hereby approved and accepted in the amount of \$224,600.00.
SECTION II. That the Parish President is hereby authorized to execute said Contract on behalf of St. Charles Parish.
SECTION III. A final Notice of Contract shall be printed and filed in place of the contract documents with the St. Charles Parish Clerk of Court 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, BELLOCK, FLETCHER, FISHER-PERRIER**
NAYS: **NONE**

ABSENT: NONE
And the ordinance was declared adopted this 23rd day of September, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:	
SECRETARY:	
CLVD/PARISH PRESIDENT:	<u>Mr. Larry Cochran</u>
APPROVED:	
DISAPPROVED:	
PARISH PRESIDENT:	
REC'D/SECRETARY:	<u>September 21st, 2019</u>
AT: <u>2:15 PM</u>	REC'D BY: 

SECTION 00500

CONTRACT

This agreement entered into this _____ day of _____, 20____, by Williams Contractors & Construction Services, LLC, hereinafter called the "Contractor", whose business address is 225 E. Airline Highway, LaPlace, LA 70068, and the St. Charles Parish, hereinafter called the "Owner".

Owner and Contractor, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

ARTICLE 1

STATEMENT OF WORK

- 1.01 Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Murray Architects, Inc.
- 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated May 30, 2019, Addenda number(s) One (1), the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.
- 1.04 The Work is generally described as follows: Killona Community Center Addition

ARTICLE 2

ARCHITECT

- 2.01 The Project has been designed by Murray Architects, Inc. who is hereinafter called "Architect" and who will assume all duties and responsibilities and have the rights and authority assigned to Architect in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3

CONTRACT TIME

- 3.01 The Contractor shall complete all of the Work under the Contract within One Hundred Fifty (150) calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner Five Hundred dollars \$500.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
- a) **(\$224,600.00) Two Hundred Twenty Four Thousand Six Hundred Dollars** based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Architect and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Architect in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Architect as provided in the General Conditions.
- 6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
- 6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:

a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or

b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
- 6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Architect of a clear lien certificate and invoice for retainage.
- 6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
- 6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
- 6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.
- 6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- 7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or finishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 8

CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
- a) Contract (Section 00500)
 - b) Performance Bond (Section 00611)
 - c) Payment Bond (Section 00610)
 - d) Insurance Certificates
 - e) Advertisement for Bids (Section 00010)
 - f) Louisiana Uniform Public Works Bid Form (Section 00300)
 - g) Addenda (Numbers One (1) to One (1) inclusive)
 - h) Contract documents bearing the general title "Killona Community Center Addition" dated May 30, 2019.
 - i) Drawings, consisting of a cover sheet dated January 17, 2019 and the sheets listed on Drawing G.0.1; each sheet bearing the following general title:
 - j) General Conditions (Section 00700)
 - k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

There are no Contract Documents other than those listed above in this Article 8. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 9

MISCELLANEOUS

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

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

OWNER: Parish of St. Charles
By: _____
Title: _____

ATTEST:
By: _____
Title: _____

CONTRACTOR:
By: Chiffel Wilkins
Title: Owner

ATTEST:
By: Michelle L. Swannay
Title: Notary Public

Michelle L. Swannay
NOTARY PUBLIC
LA Commission #56124
Lifetime Commission



And the ordinance was declared adopted this 23rd day of September 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
CLERK/PARISH PRESIDENT: September 24, 2019
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: _____
RET'D/SECRETARY: September 24, 2019
AT: 2:15 pm REG'D BY: _____

SINGLE PROJECT
CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 26th day of September, 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 AIMS GROUP, INC, 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 S190901 Destrehan WWTP UV Replacement project as described in Ordinance No. 19-9-5 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. Engineering 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. Written authorization to begin Conceptual, Preliminary, and Design phases of the project will be given to the Engineer by the owner. The Owner may terminate the Contract by written notification and without cause per Section 7.0 during any phase of the project.
- 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:
- Design and Construction management for the replacement of the ultra-violet (UV) disinfectant system at the Destrehan Wastewater Treatment Plant.
- 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 authorization to proceed in writing 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 Conceptual Design Report Phase
- 2.2.1 Reviewing available data and consulting with the Owner to clarify and define the Owner's requirements for 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 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:
- 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.
 - Discussion as to what permits are needed, time to acquire approvals, and potential adjacent land owner authorizations/servitudes that need addressing.
 - 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 Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Conceptual Design.
- 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 project schedule in Microsoft Project format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.
- 2.3 Design Memorandum Phase
- 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.
 - 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 Design Memorandum 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 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 written authorization from Owner to Engineer to proceed with Preliminary Engineering.

- 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 project schedule 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 AutoCADD 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 Design Phase

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 written 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 project schedule 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 AutoCADD 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 Bidding Phase

2.5.1 Produce Contract Documents (specifications and 22" by 34" drawings) for each Project 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 A on page 19 attached hereto and made a part hereof, for presentation and execution.

2.6 Construction Phase

During the Construction Phase

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 thereunder 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 AutoCADD 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.

2.7 Close-out and Operational Phase

During this Phase, Engineer shall:

2.7.1 Provide start-up services for the new facility.

2.7.2 Prepare training materials and provide 16 hours of training for Owner's staff to operate and maintain the new facility. The program consists of classroom training and hands-on training using the installed equipment.

2.7.3 Assemble 3 complete sets of equipment manufacturer's operation and maintenance manuals in proper order for Owner's future reference.

2.7.4 Assemble 3 complete sets of approved shop drawings in proper order for Owner's future reference.

2.7.5 Provide technical consultation and assistance in correcting warranty items.

2.7.6 Provide assistance in connection with the refining and adjusting of new equipment or system.

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 AutoCADD format(release 2000 or later) and in PDF format titled to reflect "as built".

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.

2.7.9 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.

2.8 Resident Engineer and Inspection

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.
- 2.8.2 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.
- 2.8.3 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.
- 2.8.4 Duties and Responsibilities of RPR.
- 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.
- 2.8.4.2 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.
- 2.8.4.3 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.
- 2.8.4.4 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.
- 2.8.4.5 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.
- 2.8.4.6 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.
- 2.8.4.7 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.
- 2.8.4.8 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.
- 2.8.4.9 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.
- 2.8.4.10 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.
- 2.8.4.11 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.
- 2.8.4.12 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.
- 2.8.5 Limitation of Authority.
- 2.8.5.1 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 Project.
- 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 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 Owner shall pay Engineer for the performance of Basic Engineering services as outlined in Section 2, Paragraphs 2.1 through 2.7.9 inclusive, a professional engineering fee based upon either a percentage of the construction cost of the project or a lump sum estimate by the Engineer.(mark the method of compensation with an X)

 X Percentage of construction method is to be used, the fee shall be determined by referring to curve A on page 20 (Exhibit B) of this Contract, which indicates the rate of compensation for Basic Engineering Services expressed as a percentage of the construction cost. This curve is from American Society of Civil Engineer's Manual No. 45, 1980 Edition.

 Lump Sum amount of \$ _____ paid according to section 4.1.1.3

- 4.1.1.1 The fee for basic engineering services shall be based on a percentage of the construction cost of the bid amount submitted by the lowest responsible and responsive bidder.
- 4.1.1.2 An estimated construction cost based on the Engineer's conceptual opinion of probable cost for the project shall initially be used for the determination of interim fees until the more detailed Engineer's revised opinion of probable total project costs based on the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract is available.
- 4.1.1.3 Payment for basic engineering services 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, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
 - Ten percent (10%) 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 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.3 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.6 inclusive, Owner agrees to pay Engineer as follows:
 - Sixty percent (60%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
 - For performing services outlined in Sections 2.5 Bidding Phase, Paragraphs 2.5.1 through 2.5.6 inclusive and Section 2.6 Construction Phase, Paragraphs 2.6.1 through 2.6.15 inclusive, and Section 2.7, Close-out and Operational Phase, Paragraphs 2.7.1 through 2.7.8 inclusive, the Owner agrees to pay Engineer as follows:
 - Thirty percent (30%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
- 4.1.1.4 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, Conceptual Design Report Phase, 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 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 Design Phase, 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.
- 4.1.1.5 If the Project, or any portion thereof, is not constructed 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 either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by 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 4.2.3, based on monthly Invoices submitted by the Engineer, within 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 Exhibit C on page 21 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.

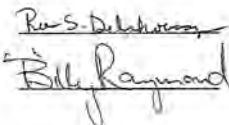
- 4.2.2 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
- A copy of the Owner's written authorization to perform the service.
 - Timesheets for all hours invoiced.
 - Invoice copies, logs or other substantiation of nonsalary expenses.
- 4.2.3 For Additional Services that Engineer acquires from subcontractors and/or subconsultants, 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 Additional Engineering 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 Project 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 Project 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 Project 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 delivery dates stated in Contract sections 2.2.8, 2.3.3, and 2.7.9 are considered substantial failures. (ADDED 2/02)
- 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-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 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 project 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.

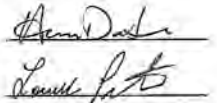
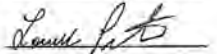
WITNESSES:



ST. CHARLES PARISH


Larry Cochran,
Parish President

WITNESSES:

AIMS GROUP, INC

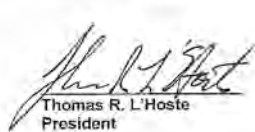

Thomas R. L'Hôte
President

EXHIBIT B

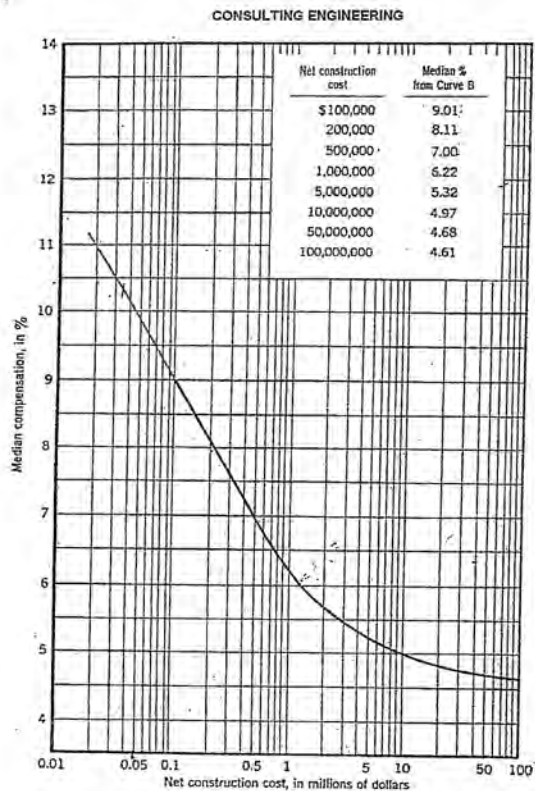


FIG. 2.—CURVE B, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF AVERAGE COMPLEXITY (1980)

EXHIBIT C

FEE SCHEDULE
AAMS GROUP, INC.

Category of Personnel	Proposed Hourly Rate
Principal/Officer	\$215.00
Project Manager	\$200.00
Registered Engineer	\$140.00
Engineer Intern	\$93.00
CADD Technician	\$93.00
CADD Draftsman	\$78.00
Field Technician	\$62.00
Clerical	\$38.50
Resident Inspector	\$87.00

2019-0277

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

ORDINANCE NO. 19-9-6

An ordinance to approve and authorize the execution of an Engineering Services Contract with Shread-Kuyrkendall & Associates, Inc. for the design of Parish Project No. P190201, Lakewood Drive Reconstruction.

WHEREAS, Lakewood Drive has been in existence for more than fifty years and is a major collector road servicing 1,400 homes, several businesses, a public library, an elementary school, and three churches; and,

WHEREAS, over the years the road has deteriorated to a point where reconstruction is a more cost effective measure than the continued panel replacement performed in the past; and,

WHEREAS, Department of Public Works has acquired a Federal Highway Administration grant through the Regional Planning Commission to facilitate the reconstruction; and,

WHEREAS, due to the grant's process, an engineering firm is required to facilitate the design and construction management for the project; and,

WHEREAS, it is important that St. Charles Parish proceed with this project in order to protect the property and well-being of its citizens.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Engineering Services Contract with Shread-Kuyrkendall & Associates, Inc. for the design of Parish Project No. P190201, Lakewood Drive Reconstruction 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.

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 23rd day of September, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
CLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: 2:15 PM REC'D BY: [Signature]

SINGLE PROJECT
CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 26th day of September, 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 SHREAD-KUYRKENDALL & ASSOCIATES, INC., 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 P190201 LAKEWOOD DRIVE RECONSTRUCTION, formerly known as P190201 Lakewood Drive Pavement Study project as described in Ordinance No. 19-9-6 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. Engineering 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. Written authorization to begin Conceptual, Preliminary, and Design phases of the project will be given to the Engineer by the owner. The Owner may terminate the Contract by written notification and without cause per Section 7.0 during any phase of the project.

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:

The reconstruction of Lakewood Drive from Highway 90 to intersection of East/West Heather Dr., in accordance to Louisiana Department of Transportation and Development (LaDOTD) and Regional Planning Commission (RPC) process for Federal funds being used on Locally owned projects.

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 authorization to proceed in writing 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 Conceptual Design Report Phase (Previously Completed)

2.2.1 Reviewing available data and consulting with the Owner to clarify and define the Owner's requirements for 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 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:

- 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.
- Discussion as to what permits are needed, time to acquire approvals, and potential adjacent land owner authorizations/servitudes that need addressing.
- 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 Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Conceptual Design.

- 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 project schedule in Microsoft Project format.
- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

2.3 Design Memorandum Phase (STAGE 0 through STAGE 2)

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.
- 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 Design Memorandum 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 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 written authorization from Owner to Engineer to proceed with Preliminary Engineering.

- 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 project schedule 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 AutoCADD 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.

2.3.6 This section covers STAGE 0 through STAGE 2 of LaDOTD's process for project delivery. Items required for those stages are a part of this section.

2.4 Design Phase (STAGE 3 and STAGE 4)

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 written 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 project schedule 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 AutoCADD 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

2.4.6 This section covers STAGE 3 and STAGE 4 of LaDOTD's process for project delivery. Items required for those stages are a part of this section.

2.5 Bidding Phase (N/A)

2.5.1 Produce Contract Documents (specifications and 22" by 34" drawings) for each Project 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 A on page 19 attached hereto and made a part hereof, for presentation and execution.

2.5 Construction Phase (STAGE 5)

During the Construction Phase

2.5.1 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 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 thereunder 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 AutoCADD 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 This section covers STAGE 5 of LaDOTD's process for project delivery. Items required for those stages are a part of this section.

2.7 Close-out and Operational Phase

During this Phase, Engineer shall:

2.7.1 Provide start-up services for the new facility.

2.7.2 Prepare training materials and provide 0 hours of training for Owner's staff to operate and maintain the new facility. The program consists of classroom training and hands-on training using the installed equipment.

2.7.3 Assemble 0 complete sets of equipment manufacturer's operation and maintenance manuals in proper order for Owner's future reference.

2.7.4 Assemble 2 complete sets of approved shop drawings in proper order for Owner's future reference.

2.7.5 Provide technical consultation and assistance in correcting warranty items.

2.7.6 Provide assistance in connection with the refining and adjusting of new equipment or system.

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 AutoCADD format(release 2000 or later) and in PDF format titled to reflect "as built".

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.

2.7.9 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.

2.8 Resident Engineer and Inspection

2.8.1 Engineer shall furnish, if requested, a Resident Project Representative (RPR), with applicable LaDOTD certifications, 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.

2.8.2 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.

2.8.3 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.
- 2.8.4 Duties and Responsibilities of RPR.
- 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.
- 2.8.4.2 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.
- 2.8.4.3 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.
- 2.8.4.4 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.
- 2.8.4.5 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.
- 2.8.4.6 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.
- 2.8.4.7 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.
- 2.8.4.8 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.
- 2.8.4.9 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.
- 2.8.4.10 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.
- 2.8.4.11 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.
- 2.8.4.12 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.
- 2.8.5 Limitation of Authority.
- 2.8.5.1 Resident Project Representative
- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer or Owner.
 - 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 Project.
- 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 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 Owner shall pay Engineer for the performance of Basic Engineering services as outlined in Section 2, Paragraphs 2.1 through 2.7.9 inclusive, a professional engineering fee based upon either a percentage of the construction cost of the project or a lump sum estimate by the Engineer.(mark the method of compensation with an X)
- X Percentage of construction method is to be used, the fee shall be determined by referring to curve A on page 20 (Exhibit B) of this Contract, which indicates the rate of compensation for Basic Engineering Services expressed as a percentage of the construction cost. This curve is from American Society of Civil Engineer's Manual No. 45, 1980 Edition.
- Lump Sum amount of \$ paid according to section 4.1.1.3
- 4.1.1.1 The fee for basic engineering services shall be based on a percentage of the construction cost of the bid amount submitted by the lowest responsible and responsive bidder.
- 4.1.1.2 An estimated construction cost based on the Engineer's conceptual opinion of probable cost for the project shall initially be used for the determination of interim fees until the more detailed Engineer's revised opinion of probable total project costs based on the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract is available.
- 4.1.1.3 Payment for basic engineering services 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, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
 - \$19,700 paid previously for a Preliminary Engineering Report, dated May 2019, revised July 2019. Monies paid out for the report are a part of the overall fee.
 - For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.6 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.6 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. Said fee also includes the \$19,700 from Section 2.2, Conceptual Design Report Phase
 - For performing services outlined in Sections 2.5 Bidding Phase, Paragraphs 2.5.1 through 2.5.7 inclusive and Section 2.6 Construction Phase, Paragraphs 2.6.1 through 2.6.16 inclusive, and Section 2.7, Close-out and Operational Phase, Paragraphs 2.7.1 through 2.7.8 inclusive, the Owner agrees to pay Engineer as follows:
 - Thirty percent (30%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
- 4.1.1.4 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, Conceptual Design Report Phase, 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 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.6 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.
- 4.1.1.5 If the Project, or any portion thereof, is not constructed 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 either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by 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 4.2.3, based on monthly invoices submitted by the Engineer, within 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 Exhibit C on page 21 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 subconsultants, 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 Additional Engineering 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 Project 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 Project 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 Project 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 delivery dates stated in Contract sections 2.2.8, 2.3.3, and 2.7.9 are considered substantial failures. (ADDED 2/02)
- 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-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 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 project 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.

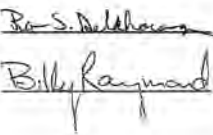
14.0 EXCLUSIVE JURISDICTION AND VENUE

- 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:

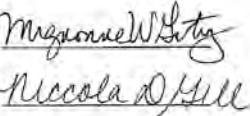
ST. CHARLES PARISH




Larry Cochran
Parish President

WITNESSES:

SHREAD-KUYRKENDALL & ASSOCIATES, INC.



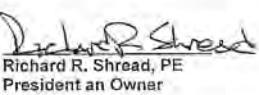

Richard R. Shread, PE
President an Owner

EXHIBIT B

CONSULTING ENGINEERING

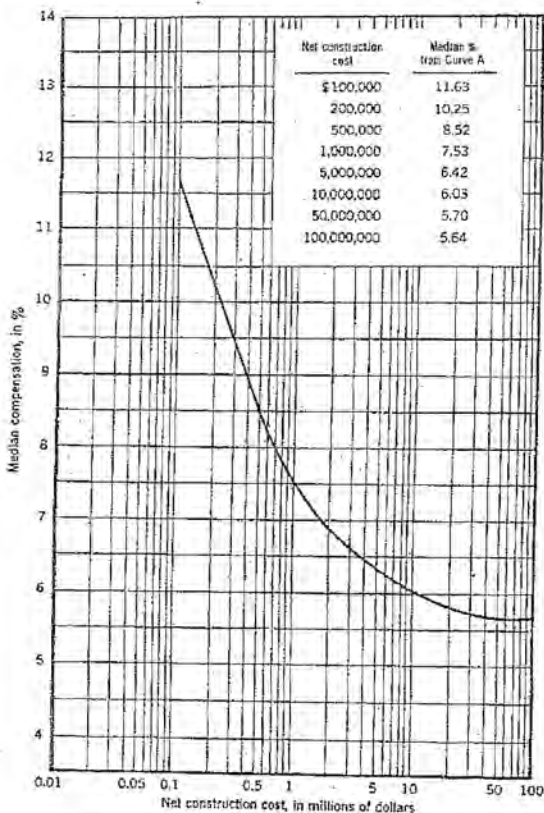


FIG. 1.—CURVE A, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY (1989)

EXHIBIT C

SHREED-KUYRKENDALL & ASSOCIATES, INC.

HOURLY RATESCHEDULE

2019

LABOR CATEGORY	RATE
Principal	\$240.00/hr
Project/Program Manager	\$230.00/hr
Deputy Project/Program Manager	\$300.00/hr
Senior Professional Engineer	\$180.00/hr
Senior Technical Advisor	\$175.00/hr
Professional Engineer	\$150.00/hr
Graduate Engineer	\$105.00/hr
Technician /CADD Designer	\$95.00/hr
Technician II/CADD Designer	\$85.00/hr
Administrative Assistant	\$65.00/hr
Construction Manager	\$170.00/hr
Resident Project Representative	\$75.00/hr
O & M Specialist	\$100.00/hr
3 Man Survey Crew	\$185.00/hr
Engineering Technician	\$105.00/hr
Survey Supervisor	\$165.00/hr

2019-0280

INTRODUCED BY: TRACI A. FLETCHER, COUNCILWOMAN, DISTRICT VI
RESOLUTION NO. 6437

A resolution to grant permission to the Knights of Columbus, Red Church Council No. 3634, 375 Spruce Street, Norco, LA 70079, to solicit contributions at the intersections of I-310 and River Road (Hwy 48) by the Eastbank Bridge Park, Ormond Boulevard and Airline Drive (U.S. 61), Ormond Boulevard and River Road, Greaud Fine Foods on Apple Street, Winn Dixie at 12519 Airline Drive (U.S. 61), and River Road Market at 13572 River Road, on October 25th and 26th, 2019, between the hours of 8:00 A.M. and 7:00 P.M.

WHEREAS, Louisiana Revised Statute 32:218 B provides for the solicitation of contributions by non-profit organizations on a public roadway; and,

WHEREAS, the Knights of Columbus, Red Church Council No. 3634, 375 Spruce Street, Norco, LA 70079 has requested permission to solicit contributions at the intersections of I-310 and River Road (Hwy 48) by the Eastbank Bridge Park, Ormond Boulevard and Airline Drive (U.S. 61), Ormond Boulevard and River Road, Greaud Fine Foods on Apple Street, Winn Dixie at 12519 Airline Drive (U.S. 61), and River Road Market at 13572 River Road, on October 25th and 26th, 2019, between the hours of 8:00 A.M. and 7:00 P.M. for the purpose of contributing to the Mentally Impaired Children of St. Charles Parish, divided between the ARC, Special Olympics, and St. Basil School for the Disabled.

NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby grant permission to the Knights of Columbus, Red Church Council No. 3634, 375 Spruce Street, Norco, LA 70079 to solicit contributions at the intersections of I-310 and River Road (Hwy 48) by the Eastbank Bridge Park, Ormond Boulevard and Airline Drive (U.S. 61), Ormond Boulevard and River Road, Greaud Fine Foods on Apple Street, Winn Dixie at 12519 Airline Drive (U.S. 61), and River Road Market at 13572 River Road, on October 25th and 26th, 2019 between the hours of 8:00 A.M. and 7:00 P.M.

The foregoing resolution 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 resolution was declared adopted this 23rd day of September, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: 2:15 pm RECD BY: [Signature]

2019-0281

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6438

A resolution endorsing a waiver from the Subdivision Regulations of 1981, Section III, Geometric Standards, B. Blocks, 3. Arrangement as requested by Leonie St. Germain Jr., et als.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 requires that the St. Charles Parish Council endorse waivers from Subdivision Regulations; and,

WHEREAS, the Subdivision Regulations require lots to possess frontage on a street or roadway that meets street specifications; and,

WHEREAS, the subdivider has requested a waiver from the arrangement requirement to create Lot P-1 of St. Germain Property with no street frontage as shown on a survey by Louis J. Gassen Jr., PLS dated May 29, 2019 and updated August 7, 2019; and,

WHEREAS, the Planning and Zoning Commission approved the resubdivision with the required waiver at their September 5, 2019 meeting.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting authorization to endorse a waiver from the arrangement requirement to allow Lot P-1 of St. Germain Property as shown on a survey by Louis J. Gassen Jr., PLS dated May 29, 2019 and updated August 7, 2019 as requested by Leonie St. Germain Jr., et als.

The foregoing resolution 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 resolution was declared adopted this 23rd day of September, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: 2:15 pm RECD BY: [Signature]

2019-0282

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6439

A resolution endorsing a waiver from the Zoning Ordinance of 1981, Section VI, Zoning District Criteria and Regulations, C. Commercial Districts, (III) C-2.2.a. Minimum lot size and width as requested by Adam Bragdon.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 requires that the St. Charles Parish Council endorse waivers from Subdivision Regulations; and,

WHEREAS, the Subdivision Regulations require lots to meet the minimum area and width for the zoning district; and,

WHEREAS, the subdivider has requested a waiver from the minimum 60-foot width to 40 feet and from the required 6,000 square feet to 1593 square feet to create Lot 2-E of a Lot E of Good Hope Plantation as shown on a survey by Stephen P. Flynn dated July 9, 2019; and,

WHEREAS, the Planning and Zoning Commission approved the resubdivision with the required waiver at their September 5, 2019 meeting.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting authorization to endorse a waiver from the required area and width to allow Lot 2-E of Lot E of Good Hope Plantation, Norco, as shown on a plan by Stephen P. Flynn dated July 9, 2019 as requested by Adam Bragdon.

The foregoing resolution 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 resolution was declared adopted this 23rd day of September, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: 2:15 pm RECD BY: [Signature]

2019-0294

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6440

A resolution providing support for the St. Charles Parish Planning and Zoning Commission's Resolution 2019-02, rules for regular meetings of the Commission.

WHEREAS, the current rules of the St. Charles Parish Planning and Zoning Commission state "the rules may be repealed or amended by concurrence of a majority of all Commissioners, and Council resolution"; and,

WHEREAS, a majority of the Commissioners approved of RULES FOR REGULAR MEETINGS OF THE ST CHARLES PARISH PLANNING AND ZONING COMMISSION, updated September 5, 2019 at their meeting of September 5, 2019.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this resolution in support RULES FOR REGULAR MEETINGS OF THE ST. CHARLES PARISH PLANNING AND ZONING COMMISSION Updated September 5, 2019.

The foregoing resolution 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 resolution was declared adopted this 23rd day of September, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: 2:15 pm RECD BY: [Signature]

2019-0283

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(GRANTS OFFICE)

RESOLUTION NO. 6441

A resolution to approve and authorize the execution of a Cooperative Endeavor Agreement between the State of Louisiana through the Office of Facility Planning and Control (FP&C) of the Division of Administration and St. Charles Parish Government regarding the Fifth Street Drainage Improvements project (FP&C Project No. 50-J45-19-01) in Norco.

WHEREAS, St. Charles Parish submitted a Capital Outlay Request for funding of the Fifth Street Drainage Improvement project located along Fifth Street in Norco; and,

WHEREAS, the project will improve flooding conditions in the water shed area through the installation of larger, subsurface culverts; and,

WHEREAS, Act No. 20 of the 2019 Regular Session of the Louisiana Legislature included funding for the Fifth Street Drainage Improvements project in the amount of \$450,000; and,

WHEREAS, sufficient funds are included in the Parish's 2019 Budget to fund the local share of the project; and,

WHEREAS, the State has prepared a Cooperative Endeavor Agreement to provide funding for the project and it is the desire of the Parish Council to approve said Agreement.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of a Cooperative Endeavor Agreement between the State of Louisiana through the Office of Facility Planning and Control of the Division of Administration and St. Charles Parish for funding to complete the Fifth Street Drainage Improvements project.

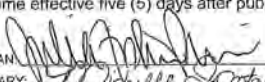
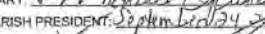
BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said agreement and to act on behalf of St. Charles Parish in all matters pertaining to this project, including certifying requests for State disbursements.

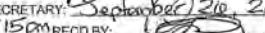
The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 23rd day of September, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
CLVD/PARISH PRESIDENT: 
APPROVED:  DISAPPROVED: _____

PARISH PRESIDENT: _____
RETD/SECRETARY: 
AT: 2:15 PM RECD BY: 

2019-0255

RESOLUTION NO. 6442

A resolution to appoint a member to The Industrial Development Board of the Parish of St. Charles.

WHEREAS, There exists a vacancy on THE INDUSTRIAL DEVELOPMENT BOARD OF THE PARISH OF ST. CHARLES due to the expiration of the term of Mr. Kenneth "Kenny" Pernier on October 1, 2019; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy; and,

NOW, THEREFORE, BE IT RESOLVED, that Mr. Jeffery Lemoine, Jr., 205 Beau Place Boulevard, Des Allemands, LA 70030 is hereby appointed to THE INDUSTRIAL DEVELOPMENT BOARD OF THE PARISH OF ST. CHARLES and,

BE IT FURTHER RESOLVED that said appointment shall be effective OCTOBER 1, 2019 and shall expire OCTOBER 1, 2025.

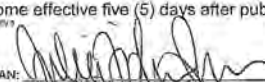
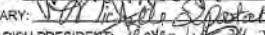
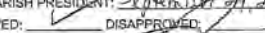
The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

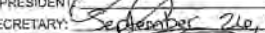
YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 23rd day of September, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
CLVD/PARISH PRESIDENT: 
APPROVED:  DISAPPROVED: _____

PARISH PRESIDENT: _____
RETD/SECRETARY: 
AT: 2:15 PM RECD BY: 

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.


MICHELLE IMPASTATO
COUNCIL SECRETARY
Publish: October 3, 2019

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 85834-E
Date: Friday, August 30, 2019
EAST ROCK FINANCIAL
VS
ROBERT THOMAS LEE SR., 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, FEBRUARY 6, 2019, 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, NOVEMBER 6, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: ALL THAT PARCEL OF LAND IN THE CITY OF ST. ROSE, SAINT CHARLES PARISH, STATE OF LOUISIANA, AS MORE FULLY DESCRIBED IN DEED BOOK 98, PAGE 725, ID#97-13218, BEING KNOWN AND DESIGNATED AS LOT 17, BLOCK J, PRESTON HOLLOW; subject to restrictions, srvtitudes, rights-of-way and outstanding mineral rights of record affecting the property. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: FORTY THOUSAND SIX HUNDRED FIFTY-TWO AND 19 / 100 (\$40,652.19) 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: October 03, 2019 October 31, 2019 ATTORNEY FOR PLAINTIFF: Kristy Finley 1505 North 19th Street P.O. Box 2867 Monroe, LA 71207-2867 318-388-1440 SCSO-CIV-209-0402

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