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Schools revise plan following early positive tests



Courtesy SCPS

Ryan Arena Editor
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Following positive coronavirus tests for two members of the St. Charles Parish public school system last week, the school district updated its guidelines but also cautioned such instances are inevitable during a pandemic.

School system parents, students and employees were notified via email Aug. 10 by Destrehan High School principal Jason Madere that someone from the high school had tested positive for COVID-19. The email did not specify whether a student or employee had contracted the illness, but noted those who were in close contact with the individual were notified. Privacy laws do not allow the district to name the person who tested positive.

A day prior, Norco Elementary School principal Shannon Diodene issued her own statement through email to alert families and employees that an individual at the school tested positive, and likewise reached out to all individuals and families known to have close contact with that person. Close contact is defined as being within six feet of the infected person for 15 minutes or longer.

SCHOOL on 4A

Pump station will protect 537 homes



TURN to 2A

HHS principal, former hoops star knows how to lead



TURN to 9A

Neighbors pitch in to help family dealing with multiple hardships

Monique Roth Editor
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One knock is all it took.
When Coronado Park resident Wendy Aucoin knocked on her neighbor's door to check on her, she had no idea what was about to be set in motion.
"My only regret is that we did not reach out sooner," Aucoin said. "When two neighbors and I decided to offer to help finish painting their home, we learned that this family's needs go far beyond outside repairs."
After the owner of the home died two years ago, her 70-year-old daughter and 44-year-old granddaughter remained in the residence.



Neighbors in Coronado Park help paint the front door.

NEIGHBORS on 5A

Community mourns loss of 13-year-old J.B. Martin student

Dreamed of joining Navy, warmth drew others to him

Ryan Arena Editor
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Ryan Thibodeaux was friendly. He was loving. He was funny, well-liked and looked out for others.
The community is mourning the loss of the J.B. Martin 8th grade student after his sudden passing on August 7 following complications from open heart surgery. The Luling native was born with a congenital heart defect and had his first open heart surgery at just two months old, and he spent the first four months of his life in hospital care. His second came at 11 months and his third at two years.
He went in for his fourth on



Ryan Thibodeaux

COMMUNITY MOURNS on 6A

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New pump station offers better protection for more than 500 homes

Monique Roth Editor
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More than 500 residences, 25 businesses and 13 public buildings in St. Charles Parish are now better protected from floods as construction has wrapped up on Luling’s Ellington Pump Station.

“This station is innovative and state of the art,” St. Charles Parish President Matt Jewell said at the ribbon cutting ceremony held Aug. 12. “It has four 116 CFS electric pumps, giving the station the ability to pump 184,000 gallons of water per minute. That means it could fill an Olympic size swimming pool in 2 minutes.”

Jewell added that the station also features automatic barscreen cleaners and is equipped with telemetry, which will allow Public Works Department and Emergency Operations Center officials to monitor and operate the station remotely in the event of an emergency.

Jewell and Councilwomen Holly Fonseca, Julia Fisher-Perrier and Mary Clulee all extended their gratitude to those involved in making the project a reality, including Congressman Garret Graves, State Senator Gary Smith, Louisiana State Representative Greg Miller, LADOTD and parish employees Sam Scholle, Chris Dufour, Rennan Duffour, Carla Chiasson,



St. Charles Parish President Matt Jewell speaks at the ribbon cutting for the Ellington Pump Station.

Nicole Barraco and Jessica Baudoin.

“As a lifelong resident and former parish grants officer, levees and flood protection has been and will continue to be my top priority,” Fonseca said. “The Ellington Pump Station is the third of three new pump stations and nine miles of earthen levee from Luling to Paradis constructed as part of the West Bank Hurricane Protection Levee. The parish partnered with the LaDOTD, who funded nearly 70 percent of the \$8.3 million cost of the pump station through the Statewide Flood Control Program.”

Engineered by Burk-Kleinpeter, Inc and constructed by Sealevel Construction, the

PUMP STATION on 8A



Avis LaGrange poses for a photo with John Lewis.

Hahnville woman drew inspiration from meeting civil rights icon

Ryan Arena Editor
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John Lewis may be gone, but he’s far from forgotten by the countless people inspired by his life’s work. Avis LaGrange is among them.

Lewis, a longtime congressman and towering icon of the civil rights movement, passed away in July. LaGrange, a social worker for more than 30 years, is among those fortunate enough to have crossed Lewis’ path – he was guest speaker at a national conference based in Atlanta in 2002, on a night she was honored for her accomplishments in her own field.

ICON on 8A

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Ladybird enjoys her new toys.

Shelter cares for dog so homeless owner can get back on feet

Ryan Arena Editor
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In late June, animal control officers received a call about an abandoned dog seen in the bathroom of Destrehan’s splash park. When they arrived, they found there was much more to this canine’s story.

The dog – named Ladybird – was found lying on the ground of the hot bathroom, and at first it appeared she had puppies. It turned out she was just a bit overweight and bloated after eating some fried chicken left for her. Beside her was a note that said the following: “Be nice 2 dog - got stuck no car - be back soon - give my dog some water - be back in morning,” along with a water bottle.

Later that night, deputies who responded to the call found Ladybird’s owner, who had written the note, riding his bicycle back to the park and to his 9-year-old pet, who had been brought to the St. Charles Parish Animal Shelter to be safe from harm and heat.

“He called us and said he still wants

Ladybird, but just needs a few weeks to get back on his feet,” said Dr. Jena Troxler, veterinarian and animal shelter supervisor. “Ladybird and his owner are homeless, and he has been living in (a shelter) trying to save his money so he and Ladybird can drive back to North Carolina where he has family willing to help him get back on his feet.”

Ladybird and her owner have been together since she was just six weeks old. They’ve spent years wandering and traveling the country together, but when times got tough, they’d return home to North Carolina. It just wasn’t yet possible, but her owner asked for help.

The story touched members of the shelter staff, and they quickly lent a helping hand. Staff reached out to the non-profit agency TRIP, or Turning Rescues into Pets. That organization raised funds to purchase Ladybird a

DOG on 8A

SCHOOL from 1A

Under school district policy, a person who tests positive must quarantine for at least 14 days and cannot return to school until symptoms have improved, including being free of fever for 24 hours at minimum. They also must record a negative COVID test.

Both schools underwent deep cleaning and disinfecting before re-opening campus.

The school district began reopening two weeks ago, the first in the New Orleans area to bring students back to campus for in-class instruction. As of Tuesday, all students, from pre-kindergarten up, will have returned to their campus. District representatives said before the school year’s start, there was a high likelihood there would be individuals within the system who would test positive throughout the year. Dr. Ken Oertling, superintendent of St. Charles Parish Public Schools, said while months of thorough planning preceded re-opening, obstacles were inevitable, and so would be the need to adapt.

Oertling reiterated Friday that positive tests were expected and planned for.

decisions regarding the closure of a school or classroom will be made with health officials’ guidance. To date, no closures or class-wide measures have been advised.

“In the unfortunate event we must close a school or classroom temporarily or for an extended period of time, we will notify (families) via phone call, email and text,” Oertling said, adding each school is prepared to provide continued learning for students in the event of a closure, through the use of district-provided at-home learning devices.

On Friday, the school district made updates to its policies.

If an identified close contact of any person who has tested positive begins exhibiting symptoms, then any close contacts of that symptomatic individual will be personally notified due to positive exposure and will also be required to remain home. Anyone exhibiting symptoms after known exposure to a confirmed positive individual should not report to school.

Asymptomatic individuals who have been in close contact of an individual who tested positive must remain home for 14 days.



Courtesy SCPS

“Anytime we are notified of a confirmed positive test result, we identify and personally contact guardians of any student and employees who were in close contact,” Oertling said. “Additionally, once close contacts have been contacted, a school-wide courtesy email is sent to all employees and parents of that school.”

He said the district is collaborating with public health officials when these events occur and that any

Department service employees will electrostatic fog disinfect every bus once per week, while bus operators will disinfect all seats and high touch points after each run.

Face coverings with one-way valves or vents are no longer permitted, as per updated CDC recommendations that state such masks allow air to be exhaled through a source in the material, which can result in respiratory droplets that can reach others.



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NEIGHBORS from 1A

The daughter, after successfully battling two different cancers, is now battling a third type of cancer. The granddaughter, who is recovering from her own recent surgery, has continued to take care of her ill mother in addition to a niece and nephew whom she has raised since they were babies.

“All three generations have always believed in feeding anyone who is hungry and using what you have to help others,” Aucoin said. “They have cooked numerous meals for their church - all around faulty appliances - original to the home. They have worked around broken items, not asking or expecting help from anyone.”

When she learned of the extent of the family’s needs, Aucoin began reaching out to other neighbors and local businesses to see if anyone else wanted to pitch in to help the family.

“We will almost completely transform the exterior, and this is hopefully just the beginning of what we can do for this awesome family,”

— Wendy Aucoin

Neighbors Angelle White and Mike Parker were the first to join the effort. Letters distributed throughout the Coronado Park neighborhood rallied more people to get involved.

“In three days we had \$800 and by one week we had \$1,600,” Aucoin said. “Now at two weeks we have over \$3,000. The generosity is overwhelmingly amazing, and we’ve been able to stretch every dollar.”

In addition to monetary donations, labor and material donations have poured in. Aucoin’s husband, Mike, has been instrumental in the revitalization of the home.

“We have an army of people ... some people we haven’t met before and people who don’t even live near us,” Aucoin said. “Every day it’s something new and people want to help with something new.”

The fuel pump in the family’s vehicle has been changed, a rocker glider chair for the grandmother has been purchased, repairs to the fence and gates have taken place, all fencing and concrete has been pressure washed and a steel entry door has been installed.

Aucoin said the family now has a functioning garage door opener.

“Before, the granddaughter had to pull her car as close to the front door as possible in order to help her mother get inside and it left terrible ruts in their yard,” Aucoin said.

A particularly thoughtful donation, Aucoin said, is a wooden cross plaque that now hangs under the new front porch light. The spot is where the homeowner often sits outside to read her Bible.

Rotten fascia and soffit, as well as windows and beds, have also been replaced in the home. Aucoin said the roof is next.

Other improvements include 40-year-old appliances that have been upgraded and the home air conditioning



Before and after pictures of the home after neighbors chipped in to help a local family.

unit being repaired. New drapes now hang in windows, and roofing, window, landscape and pest control work are being planned.

“We will almost completely transform the exterior, and this is hopefully just the beginning of what we can do for this awesome family,” Aucoin said. “We’re not stopping until we can’t go anymore.”

Painter Corey O’Baugh, who lives in the neighborhood, painted the home and cleaned and fixed all gutters and spouts.

“He has been quite handy and other neighbors are grabbing him for their future repairs,” Aucoin said. “He has gone over and beyond our ask.”

Aucoin said the family is extremely grateful for the outpouring of support from the community.

“The granddaughter told me her mom lost a little sleep and is having some anxiety because she doesn’t know what she can do for me to repay me,” Aucoin said. “I assured her that not only is this a pleasure for us to

be doing this, but the whole community feels the same way.”

More improvements are being planned, including carport work and some more kitchen appliance upgrades.

There are many neighbors, businesses and surrounding communities who have offered their help at the house or given monetary donations, including Mike Dunn Roofing, Sears Homestore, Majoria’s, Hartman’s, Good Guys Glass, Stell Furniture, Haydel’s Appliance, BH Cooper Landscapes, Glynn Bourgeois AC Service, Cody with Randy Graver Services, Russell Breaux, Custom Homes and DNR Pest & Termite.

“We can’t thank these people and their companies enough,” she said. “This is a labor of love from this amazing community and parish.”

Anyone wanting to donate money or time to the effort can contact Aucoin at wendyaucoin69@gmail.com.

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PUMP STATION from 2A



project received more than \$5 million in grant funding from the State of Louisiana Department of Transportation under the State Wide Flood Control Construction Program.

“Eight years ago when I took office, District 7 had no levee,” Fisher-Perrier said. “District 7 had a little berm my grandfather built with shovel and some dirt. Now look what we’ve built.”

In November 2018, the St. Charles

Parish Council unanimously approved the \$8.2 million contract for this latest component of the West Bank Hurricane Protection Levee project.

“This project and the multiple projects included in our West Bank Hurricane Protection System are essential to our residents’ protection and the stability of our economy on the West Bank of St. Charles Parish,” Clulee said.

DOG from 4A

kennel, orthopedic bed, kennel mat and additional medical considerations that she needed to return to full health.

Meanwhile, the Greater Good organization took its own step to help, supplying Ladybird with a year’s supply of Heartgard heartworm prevention and food.

Ladybird’s owner made contact with the shelter once a week to stay informed on Ladybird’s progress.

“You can truly tell how much Ladybird means to him and we are happy to be a part of keeping her safe until they can be together again,” Troxler said. “She has definitely been a staff favorite here at the shelter. Ladybird’s had quite the adventure recently.”

Once she was nursed back to health,

her story took a happy turn. Ladybird was flown to the Virginia Beach SPCA in July where a sister shelter drove her to her “relatives” before her owner would return home by bus to reunite with his beloved pet. She traveled on the Wings of Rescue flight that took off in July, which made room for one more to accommodate her.

TRIP sent the same gifts to strengthen her care in North Carolina, while also paying for Ladybird’s bloodwork.

“She didn’t lose an ounce of her 89 pounds in our care, (but) we found the cause. She’ll be on meds and will get fit now,” Troxler said.

Ladybird will now be able to live out her elder years surrounded by her loving family.

ICON from 2A

Lewis had a charisma that set him apart, the Hahnville woman recalled.

“He was an amazing person, one of those people you never forget,” she said. “He was incredibly personable, and stayed afterwards to take pictures with everyone. You would never have known how accomplished or important he was by how he carried himself, because he was like the man next door and spoke to everyone as his equal.

“Looking back, I’m so thankful to have had that opportunity.”

Lewis was diagnosed with stage 4 pancreatic cancer in December of last year. He died July 17 in Atlanta at the age of 80.

He served in the House of Representatives from 1987 until his death. Lewis began making an impact long before that, however. He was a member of the Big Six leaders of prominent civil rights organizations instrumental in the organization of the March on Washington for Jobs and Freedom in 1963. He was one of 13 original members of the Freedom Riders, activists who rode interstate buses into segregated states to challenge the non-enforcement of Supreme Court decisions that ruled the segregation of public buses unconstitutional.

Lewis was arrested more than 40 times for demonstrating against racial and social injustice, coining the phrase “good trouble” in reference to organized protests, sit-ins and other activities aimed at fostering equality. Resistance to those efforts turned violent at times – he sustained a fractured skull during a march on the Edmund Pettus Bridge in Selma, Ala. in 1965 as result of police violence. The incident went on to be pivotal, garnering support for the Voting Rights Act of 1965 that prohibited racial discrimination in voting.

“Twenty years (after she met him), seeing how he’s continued a fight he’s carried on his entire life ... being ill and still continuing to stand up for what’s right, my appreciation for him has become more pronounced,” said LaGrange, who has a copy of Lewis’ book *Walking with the Wind* that he signed upon their meeting. “He’s dedicated his life to this and is one of those people who stood out above the rest and has been able to inspire so many people to stand for what is right.”

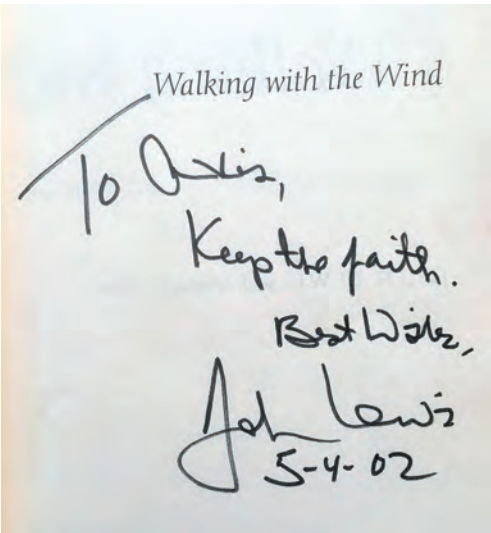
She recalled his speech at the 2002 conference in which Lewis spoke of his

humble beginnings.

“The chickens in the yard, all these things he spoke of that I could relate to. When I grew up, we’d visit my grandparents and they had chickens and all of those things ... he knew people’s plight, because he lived it, I suppose,” LaGrange said. “I was just enthralled with his speech. His story is really so amazing.”

It’s perhaps likely LaGrange also related so much to Lewis as she is one who has long put others first. An oncology social worker, she called her work a spiritual calling.

“God wants us to help others, and I believe we’re supposed to help one another every day,” said LaGrange. “In any capacity you can ... it’s been my passion



John Lewis autographed a copy of his book for Avis LaGrange.

to do that. I’ve had the fortune to work with incredible people in cancer care. I’ve worked in hospice care. When people really need you, I’ve always wanted to do what I can to provide for them.”

It’s a trait that’s been ingrained in her from a young age. One of five children, she lost her father when she was just 12 years old. She and her siblings have gone through hard times, but those beginnings, she said, helped her develop that appreciation for lending a helping hand.

She pointed to a lesson taken from her own family. LaGrange’s grandfather was born in 1889. He and his first wife adopted a child who needed a home.

“They were black farmers, poor, and they adopt a child who needed a home,” she said. “In the end, what you do for others is all there is. Nobody is going to care what kind of house you live in or how much money you have, when your time comes. It’s a gift to be able to help others.”







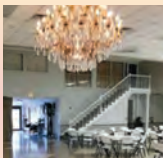
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Hahnville principal no stranger to leadership

Ryan Arena Editor
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Time and time again, Brian Lumar has sharpened his leadership skills be it as an athlete, a coach, an educator or an administrator.

That may, in fact, be why the Hahnville High School principal shows comfort and confidence in his current role as a

“Aside from a child’s home, no other setting has more influence on a child’s health and well-being than school.”

— Brian Lumar

key leader as teachers and students return to school for the first time since March 13. It’s a great responsibility he doesn’t take lightly, both with respect to the safety of his students and staff and the importance of

the Hahnville’s role in the lives of its students and their families.

“Aside from a child’s home, no other setting has more influence on a child’s health and well-being than school,” Lumar said. “It was so important to get underway from an instructional standpoint. The development of social and emotional needs is so vital for students, the nutritional needs ... even something as small as promoting physical activity. And every day we aren’t here, they’re missing out on that.

“At the same time, the most important piece of all of this is ensuring you’re providing a safe and supportive environment for not just students, but your entire faculty and staff as well.”

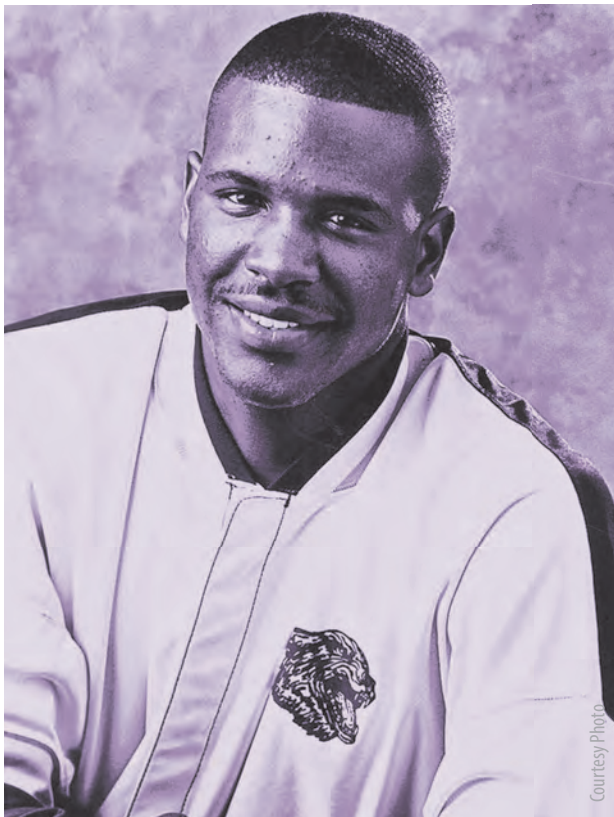
Hahnville students began returning to school on Aug. 6. Lumar said it’s been a smooth transition.

“It’s been fabulous,” he

said. “We’re so excited to have our students back. Our faculty and staff have been wonderful, the students have been wonderful ... everyone’s adhering to all of the guidelines

the Purple and Gold as head coach of the Tigers’ boys basketball program after a very successful run as an assistant coach at Shaw, his alma mater.

At Shaw, he learned



Brian Lumar during his days at Loyola.

set forth by the CDC, the Louisiana Department of Education. So many people have come together to make this work.”

Lumar is in his fourth year as Hahnville principal after stepping into the position in 2017. The promotion from his previous position as assistant principal made him the first African-American principal in HHS history.

But long before taking his current job on, Lumar was long synonymous with Hahnville. This is his 20th year with the school, starting his journey with

what it took to guide a prep team to a deep play-off run, and he applied what he learned when he had the opportunity to head a program of his own. Under Lumar, Hahnville reached the Class 5A state championship game twice, in 2003 and 2009.

Soon after the 2009 run, Lumar transitioned his focus to a new area: educational leadership. He felt he could better reach a greater number of youths in the classroom and through school administration. It led



Lumar celebrates the reopening of HHS. him on a path to eventually become Hahnville principal.

He was also a decorated athlete in his days on the basketball court. Lumar is a two-time inductee into Loyola University’s Wolfpack Athletics Hall of Fame, first for his individual accomplishments as the school’s all-time leading scorer and rebounder, and later as a member of the 1994-95 men’s Wolfpack squad that won the Southwestern Regional Championship in NAIA competition. That team represented a critical step forward for a program that had recently reestablished itself after the cancellation of school athletics in 1971. It did not have the scholarship athletes or experienced players of opponents that year, but went down to be known as one of the greatest teams in school history.

“We had a great group of guys that worked together giving a tremendous amount of effort and always was mentally tough,” said Lumar, who was the youngest athlete

to be inducted into the Loyola Hall. “Our motto was ‘Play hard, play smart and play together.’”

Much of his success, he says, comes down to the willingness to prepare for the moment.

“Proper preparation prevents poor performance,” Lumar said of his philosophy, one he says the parish’s school district showed in the months leading up to the reopen-

“Our motto was ‘Play hard, play smart and play together.’”

— Brian Lumar

ing of school. “We know there’s no perfect script during these unprecedented times ... but I feel the planning efforts were really second to none. Everyone, from teachers, to custodians, to food service ... some people may have taken them for granted, but it’s very easy to see the vital role everyone plays. And we all have the same goal in mind, to enrich the lives of young children.”



Lumar with a student outside of Hahnville High.

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Free art camp inspires creativity in kids

Monique Roth Lifestyles Editor
moniquer@heraldguide.com

Children in St. Charles Parish were given a free, artistic outlet this month when a series of art classes were held at the Boutte Community Outreach Center.

Organized by Marilyn Diggs, a retired school secretary, and Nena Matherne, a retired teacher, the classes were an offshoot of their after-school tutoring program that is housed at the center.

“The reason I think art is so important is because it is a unique, universal teaching method,” Matherne said. “It allows you to present difficult concepts in a manner that is easy to understand. Art instruction helps children with the development of motor skills, social skills, communication and language skills, decision-making, risk taking and inventiveness.”

Matherne said art has been proven to close the achievement gap for students of low socioeconomic status, significantly decrease the dropout rate, increase college attendance and improve grades.

“I would definitely like to see this included in all of the St. Charles Community Centers,” she said. “This program was started at the Boutte Outreach Center as an enrichment for the students with the aid of a volunteer retired teacher, Yolande Stroobants. Due to the success of the students and their reactions, the Saturday workshops were created with the help of the St. Charles Parish United Way.”

John Dias, executive director of United Way of St. Charles, said they are happy to support programs like the art camp.

“During the summer, it’s important that kids have enriching activities to participate in,” he said. “We were excited that the camp was still able to go on and that kids were given this unique opportunity to learn in a fun and safe way.”

Matherne said she felt the enrichment program was a success when Ferdneit Bailey of St. Charles Parish Community Services remarked that the students’ work reminded her of the talented art classes she attended at Hahnville High School in Lloyd Sensat’s class.

“The reason I would like to see this replicated at all the centers in the parish is because art inspires kids to excel in and out of the classroom and stay in school,” she said, adding studies show that students who partake in art curriculums report an increase in motivation and improvements in attitude, attendance and academic performance.

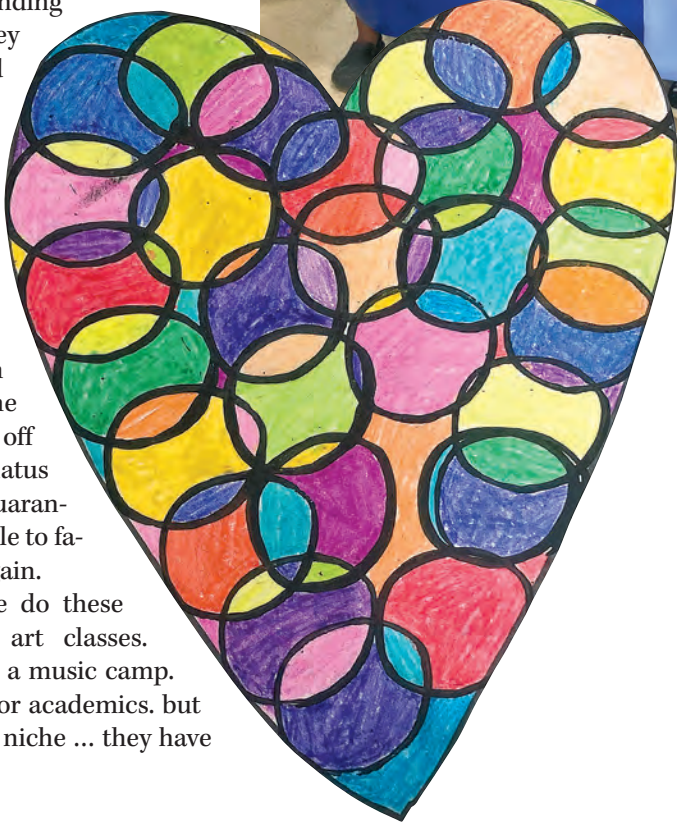
“I hope that students attending these camps learn that they have the ability to succeed and appreciate the praise and criticism from their peers in the process of building self-respect,” Matherne said.

The tutoring program started by Diggs and Matherne was made possible by a grant funded through the South Louisiana Human Services Authority. Matherne said the program really took off in January 2020 but was on hiatus through the coronavirus quarantine. In June the center was able to facilitate some programming again.

“I get so excited when we do these things,” Diggs said of the art classes. “Next year I would love to do a music camp. Everyone is not into football or academics, but every kids needs to find their niche ... they have to find what they’re good at.”



The Saturday series of workshops were created with the help of the St. Charles Parish United Way.



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Units come w/ refrigerator, range oven, dishwasher & washer/dryer hookups. Pet free property. Lease will be written as \$920. \$25 Reimbursement will be mailed back when paid by first of month. Lessee must have credit check and back ground check \$895	Strip of vacant land reaching from River Road to Hwy 3127. Batture property included. Additional Property included of more or less additional parcel fronting River Road 48' Approx 30 acres. \$125,000	Spread out as you build your dream home! Located in X flood zone this 1.6 acre lot sits among other spectacular homes with a tranquil view. \$119,000	Professional Commercial Office for lease. 6 room/ areas. There are four sinks - plus half bath. Common shared Waiting room area. Multiple possibilities for office use (formerly an orthodontist office) - Receptionist/Office desk area - Records room - Private office 2 open rooms - and 2 work areas. Reserved parking lot. 2 year lease preferred - terms negotiable. Tenant pays electric - owner pays water. \$1,200	The lot fronting OST has current utilities available - the lot widens 287' in width - important to clear intentions with SCP Planning and zoning. dimensions are 57.57 x 201 x 114 x 200 x 287 x 200 x 114 x 197. \$58,500	Property is zoned C2 - Opportunity to renovate or tear down. Prime opportunity. Current rental home had \$700 income. Two structures on property with separate gas and electrical meters and share same water meter. Buyer to satisfy zoning with SCP P&Z office. Possible C2 zonings include: Mini Storage, Offices, Repair shops, and Dry Cleaners. \$109,900	Beautiful acre site for a residential home. C/3 zoning with residential restrictions. Set your sights on their approximate 1.822 acre property site. Conveniently located between Houma/Thibodaux and I-310 connection. \$85,000



Mom and Jayce relaxing.



Terrence Jr. makes breakfast.



Kylie is ready for kindergarten, with Ethan by her side.



Hannah Talarico celebrates her sweet 16.



Mason caught dinner.



Breelynn Ortego's first day of kindergarten.



Liliana Bautista and Alexander Prevost on his first day of kindergarten.



Quinn and Aurora make wishes at Lakeside Mall.



Rylee and her sleepy puppy, Bella.



Herald-Guide

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MEMORIES

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Michael, Morgan, Jamie and Cloey had a nice day at the park.



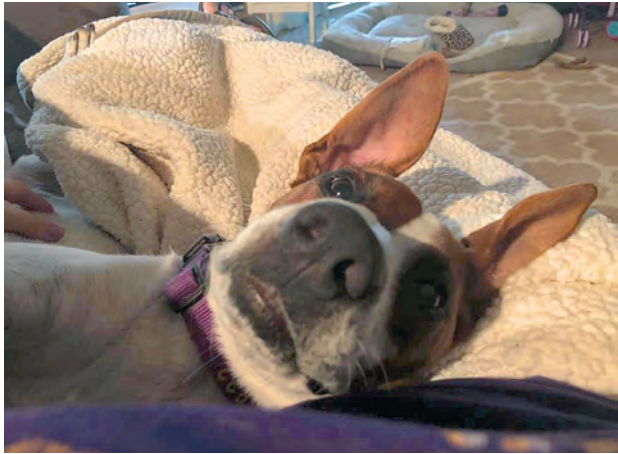
Jordynn Fahrig at Land O Pines.



Mommy and daughter time with Melissa and Bella Cortez.



Reese's first day of kindergarten.



Lyla enjoying her weekend.



Athena Rose's first birthday.



Justin Johnson celebrated his 40th birthday with his kids, Aubrey and James.



Leland loves his baby cousin, Margaret.



Rhett, Cayne and Jordan.



Chris Gremillion under a 737-700.

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Employment

ST. CHARLES PARISH
PUBLIC SCHOOLS
Now accepting applications for position of:
School Based Mental Health
Individuals hired for these positions will provide
CONTRACTED behavioral health services.
Application Deadline: August 29, 2020 12:00 NOON
View position notice on the school district's website:
www.stcharles.k12.la.us or call (985)785-3110

ST. CHARLES PARISH
PUBLIC SCHOOLS
Now accepting applications for position of:
Director of Special Education
Central Office
Application Deadline: August 29, 2020 12:00 NOON
View position notice on the school district's website:
www.stcharles.k12.la.us or call (985)785-3110

Notice

NOTICE
is hereby given that on August 28, 2020, at 10:00 a.m. at 310 Self Storage, 10 Dufresne Loop, Luling, 310 Self Storage will sell at public sale by competitive bidding the personal property listed due to non-payment of rent or abandonment, pursuant to LA RS: 4758; S4759. Payments will only be accepted in cash or money order. No personal checks will be accepted. Once a unit's contents are sold to the highest bidder no refunds will be given. Units must be emptied or rented within 24 hours after payment is made.
310 Self Storage
10 Dufresne Loop Luling, LA 70070
985-331-8001

UNIT#433
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24 Stanton Hall Dr
P.O.Box 1055
Destrehan, LA 70047
Refrigerator, washer'dryer, dresser, mattress

UNIT #501
Jeb Kiink
1200 Eagle Lakes Blvd.. Lot 162
Slidell, LA 70406
Luggage, vacuum, clothes, golf clubs, tools, appliance

Unit #311
Craig Wolfe
514 Courthouse Lane
Hahnville, LA 70057
5-gl buckets, floor finish

Unit #408
Tegan Gerhart
209 Barton Ave
Luling, LA 70070
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Custodian / Housekeeper
sweeping, mopping, dusting, buffing, disinfecting, and bathroom cleaning. Must pass a nationwide background check and drug screen. Must be available for various work hours. Pay range is \$11-\$14/hour. Benefits include 401K and paid holidays.

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Call us at 985-785-2652 for more information!

Prayers

One life to live

One life to live
One soul to give
Let it be my Lord
He deserves it all
He came from above
He want to save us all
Welcome Him today
It will be a better day
Pray, pray & pray
He won't turn you away
You will make Him smile -
He will be by your side
He'll walk you to the end
He is our best friend
No one can take his place
No one could our sins erase
He did it all for you & me
He's the one who sets us free
His love will never grow cold
He is in complete control
He gave His life to us
He didn't want to see us last
Call on Him today
He is just a prayer away.
He'll take you home to stay
That will be the best day.
Amen
Edna Matherne

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ST. CHARLES PARISH PUBLIC NOTICES

									
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Public Notice

**ST. CHARLES PARISH
ZONING BOARD OF ADJUSTMENT**

The St. Charles Parish, Zoning Board of Adjustment will meet on August 20, 2020 at 7:00 p.m. to hear:

2020 32 ZBA Hayden Vicknair to reduce the required front yard at **259 Mary St., Norco**. Zoning District R-1A. Council District 6.

2020 39 ZBA Scott & Bonnie Boutte to reduce the required side yard at **555 Cypress Dr, Luling**. Zoning District R-1A. Council District 2.

2020 40 ZBA Peyton Gros & Barrett Pearse for a flood elevation of 1 ft. above the centerline of the street where a Preliminary DFIRM AE +6 ft. NAVD also applies at **111 Beau Place Blvd., Des Allemands**. Zoning District R-1A. Council District 4.

2020 41 ZBA Glenda J. Turner to reduce the required rear yard at **119 Roseland Dr, Luling**. Zoning District R-1A. Council District 2.

2020 42 ZBA Kasey Bowen to reduce the required rear yard at **322 W. Lawson St., New Sarpy**. Zoning District R-1A. Council District 6.

2020 43 ZBA Ken Matherne for a flood elevation of 1 ft. above the centerline of the street where a Preliminary DFIRM AE +6 ft. NAVD also applies at **3101 Hwy. 306, Des Allemands**. Zoning District R-1A. Council District 4.

2020 44 ZBA Vicki Dunn for a flood elevation of 1 ft. above the centerline of the street where a Preliminary DFIRM AE +6 ft. NAVD also applies at **145 Pleasant Valley Dr., Des Allemands**. Zoning District R-1A. Council District 4.

2020 45 ZBA Vicki Dunn for a flood elevation of 1 ft. above the centerline of the street where a Preliminary DFIRM AE +6 ft. NAVD also applies at **154 Pleasant Valley Dr., Des Allemands**. Zoning District R-1A. Council District 4.

2020 46 ZBA Ryan & Courtney Mumbower to reduce the required side yard at **46 Rosedown Dr., Destrehan**. Zoning District R-1B. Council District 3.

PUBLISH: 8/6, 8/13, 8/20

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of an access road and parking lot as follows:

Owner: **St. Charles Parish**

Project Title: Access Road and Parking Lot for Ed Reed Park

Project No.: P171201

Principal Work Location: on the north-side of Short Street near Third Street in St. Rose, St. Charles Parish, Louisiana.

Description of Basic Work: All work necessary to construct a new access road and parking lot for the Ed Reed Park. **The limits of construction are the connection to Short Street and the northwesterly edge of the parking lot and access road as shown on the Drawings.**

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, **no later than 10:00 a.m. local time on September 15, 2020**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Owner for the contract, River Oaks Drive, Destrehan, LA.

A payment of \$ 100.00 in cash or check payable to the Owner will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.38:2212(D).

Pre-Bid Conference: There will not be a Pre-Bid Conference.

Each bidder must deposit with his/her bid, security in the amount equal to five percent (5%) of the total bid in the form of a certified check, cashier's check or bid bond. If the bid is submitted electronically and a certified or cashier's check is used for bid bond, then the actual check shall be delivered to the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057. Electronic bids shall contain all the same documents that are required in a physically delivered bid.

The outside of the bid envelope must contain the submitting firm's name, Louisiana Contractors License Number, the St. Charles Parish Project Number, and the St. Charles Parish Project Title.

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

Any person with disabilities requiring special accommodations must contact the St. Charles Parish Council Office at 985-783-5000 no later than seven (7) days prior to bid opening.

St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates:

St. Charles Herald Guide
St. Charles Parish Website
Central Auction House
The Daily Journal of Commerce
The Times-Picayune/The New Orleans Advocate
The Advocate (Baton Rouge)
McGraw-Hill Dodge of Hot Springs
Construct Connect

Thursday, August 13, 2020
Thursday, August 20, 2020
Thursday, August 27, 2020

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Ama Drainage Improvements as follows:

Owner: **St. Charles Parish**

Project Title: **Ama Drainage Improvements**

Project No.: **P150801-2**

Principal Work Location: **Ama Pump Station (#2,800 feet south of Pats Ct., Ama, LA 70031)**

Description of Basic Work: **Construct new pump station and tie-back system at Ama Pump Station as outlined in the construction plans.**

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, **no later than 10:00 a.m. local time on September 15, 2020**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, Danny J. Hebert, P.E., L.L.C., 14433 River Road, Hahnville, LA 70057.

A payment of \$ 100.00 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.38:2212(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on September 4, 2020 at 10:00 a.m. the Edward A. Dufrene Community Center, **274 Judge Edward Dufrene Parkway, Luling, Louisiana**. Attendance of the Pre-Bid Conference is **Highly Recommended**.

Each bidder must deposit with his/her bid, security in the amount equal to five percent (5%) of the total bid in the form of a certified check, cashier's check or bid bond. If the bid is submitted electronically and a certified or cashier's check is used for bid bond, then the actual check shall be delivered to the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057. Electronic bids shall contain all the same documents that are required in a physically delivered bid.

The outside of the bid envelope must contain the submitting firm's name, Louisiana Contractors License Number, the St. Charles Parish Project Number, and the St. Charles Parish Project Title.

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St. Charles Parish Council
Matthew Jewell, Parish President

Advertisement Source and Dates:

St. Charles Herald Guide
St. Charles Parish Website
Central Auction House

Thursday, August 20, 2020
Thursday, August 27, 2020
Thursday, September 03, 2020

Public Notice



ALANCT MARINO
CLERK OF COURT AND EX-GRATIA MAGISTRATE
PARISH OF ST. CHARLES
15045 RIVER ROAD
HAHNVILLE, LOUISIANA 70057
TELEPHONE: 985-783-5000

COMMISSIONER CLASSES

The course of instruction for St. Charles Parish residents who are interested in serving as a Commissioner for elections as well as all current Commissioners and Commissioners in Charge will be held on the following:

Tuesday, August 25, 2020 @ 10:00am & 2:00pm
Thursday, August 27, 2020 @ 10:00am & 2:00pm
Thursday, September 3, 2020 @ 6:00pm
Tuesday, September 8, 2020 @ 6:00pm
Thursday, September 10, 2020 @ 6:00pm
Tuesday, September 15, 2020 @ 6:00pm

ALL CURRENT COMMISSIONERS AND COMMISSIONERS IN CHARGE ARE REQUIRED TO ATTEND

PLEASE CALL OUR OFFICE AT 985-783-6632 TO SCHEDULE a class time ahead as we are limiting the amount of attendees to 50 per class. Classes will last approximately an hour and a half; masks will be required.
Attending this course will qualify you as a commissioner for the elections in until June 30, 2024.

Classes will be held at the Edward Dufresne Community Center

**Edward Dufresne Community Center
274 Judge Edward Dufresne Parkway
Luling, LA 70070**

Residents must meet these qualifications to be commissioned:

- Be a registered voter in St. Charles Parish.
- Must require no assistance in voting.
- Must not be a candidate for election to a public office.
- Has not been convicted of an election offense.
- Be capable to open and close voting machine without assistance.
- Be capable to fill out election forms.

IF YOU HAVE ANY QUESTIONS CONCERNING THESE CLASSES, PLEASE FEEL FREE TO CALL ALAINE GREGORY @ (985) 783-6632 OR EMAIL agregory@scpcoc.net

PUBLISH: August 20, 27 & September 3, 2020

Public Notice

We are applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of **Low and High** alcoholic content at retail in the Parish of St. Charles at the following address:
Dynasty Men's Grooming
3001 Ormond Blvd., Suite G
Destrehan, La. 70047
Members: Elroyneka P. Johnson, Owners

PUBLISH: August 13 & 20, 2020

Public Notice

"Anyone with information as to the whereabouts of **Catherine Marie Brown**, please contact Juanita R. Marino, Attorney 985-764-1193."

Publish August 20, 2020

Public Notice

"Anyone with information as to the whereabouts of **Cesar Alonso Hernandez Moran**, please contact Juanita R. Marino, Attorney 985-764-1193."

Publish August 20, 2020

Public Notice

"Anyone with information as to the whereabouts of **Demon Summers and/or his heirs**, successors or assigns, please contact Juanita R. Marino, Attorney 985-764-1193."

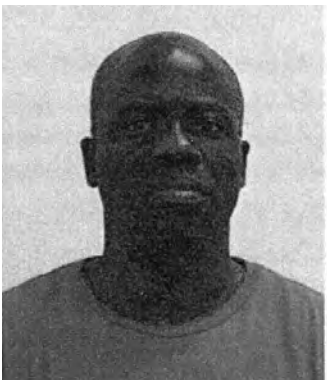
Publish August 20, 2020

Public Notice

We are applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of **Low and High** alcoholic content at retail in the Parish of St. Charles at the following address:
Mariano's Italian Eatery
12287 Highway 90
Luling, Louisiana 70070
Members: Jacqueline Dufrene Diaz Davis, Owner

PUBLISH: August 20 & 27, 2020

Public Notice

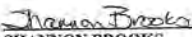


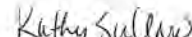
I, **Rondell R. Love**, have been convicted of **Indecent Behavior with Juveniles**. Date of Conviction: 05/18/2017. My address is: 656 Killona Dr., Killona, LA 70057.

RACE: Black
SEX: Male
DOB: 02/13/1976
HGT: 5'10"
WGT: 175
HAIR COLOR: Black
EYE COLOR: Brown

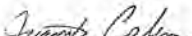
PUBLISH: August 20 & 27, 2020

Public Notice	
	Hahnville, Louisiana August 3, 2020
FILED: 8-3-2020	DY: CLERK: Christina Lusk
TO: The Honorable Connie M. Aucoin, M. Lauren Lemmon, and Timothy S. Marcel, Judges of the 29th Judicial District Court, Parish of St. Charles.	
<u>October 1, 2019</u>	
The regular Grand Jury was selected, sworn in and were read the duties of each member as a Grand Juror.	
Shannon Brooks Kathy Sullivan Matthew Rollinson Juanita Coleman Holly Watson - Secretary Karen Burrell Frank King, III Richard Tracy, III Therese Mobley - Foreperson Stephanie Curry Dwan James Marquita Albert	
<u>October 1, 2019</u>	
All members were present.	
PURPOSE OF MEETING: To impanel a new Grand Jury.	
COMMENTS: A new Grand Jury was impaneled.	
<u>November 19, 2019</u>	
All members were present.	
PURPOSE OF MEETING: To hear testimony.	
COMMENTS: A No True Bill was returned in the following case(s): Dashoun J. Joseph.	
1 Ct. Attempted Second Degree Murder.	
<u>January 16, 2020</u>	
All members were present with the exception of Holly Watson.	
PURPOSE OF MEETING: To tour Parish Facilities.	
COMMENTS:	
EOC-more than one person on staff at night (safety & accountability). External pillar was not attached – safety issue.	
LULING COUNCIL ON AGING- Building is deplorable. Activities are limited.	
Outings	
from center need to be increased (day trips/excursions). Public/social media interaction to get sponsorship from gifts for games/household needs/shopping sprees; etc. Additional services at the center for screening health needs (physical, emotional and spiritual). Security monitoring system. Allow trips outside the Parish.	
NELSON COLEMAN CORRECTIONAL CENTER – Recommend upgrades where male/female housing is eliminated or build a wall or breakaway partition. On the day the Grand Jury toured there were 470 prisoners housed at a cost of:	
- Parish - \$30.00 - Other Parish - \$25.39 - DOC - \$25.39 - Federal - \$62.00	
<u>February 21, 2020</u>	
All members were present.	
PURPOSE OF MEETING: To tour Parish facilities.	
COMMENTS:	
911 COMMUNICATIONS CENTER – Electrical room – fire suppression system?	
ST. CHARLES SHERIFF'S OFFICE – If an emergency occurs and everyone is at the headquarters and a train was blocking the tracks, everyone would be stuck. Keys instead of badges to access doors? Transitional re-hab or transitional program for those in Drug Addiction or out of the Prison System.	
ST. CHARLES HOSPITAL – Would like to see Ochsner & Hospital partner for a Drug Rehab center on site in the parish. Live-in where they don't just receive counseling but how to transform their lives.	
<u>March 3, 2020</u>	
All members were present.	
PURPOSE OF MEETING: To hear testimony.	
COMMENTS: A True Bill was returned in the following case(s): Lezly Sanabria, 1 Ct. Negligent Homicide.	
<u>May 27, 2020</u>	
TWO MEMBERS WERE PRESENT.	
PURPOSE OF MEETING: To discharge the Grand Jury.	
COMMENTS: Discharge of the Grand Jury was continued without date due to COVID-19 (members were advised prior not to appear).	
<u>August 3, 2020</u>	
All members were present via Zoom, with the exception of Holly Watson and Frank King.	
PURPOSE OF MEETING: To discharge the Grand Jury.	
COMMENTS: Discharge of the Grand Jury was held via Zoom due to COVID-19.	
We request this report be published in its entirety in the St. Charles Parish Herald-Guide.	

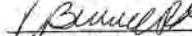

SHANNON BROOKS


KATHY SULLIVAN


MATTHEW ROLLINSON

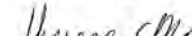

JUANITA COLEMAN

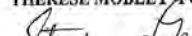

HOLLY WATSON - SECRETARY


KAREN BURRELL

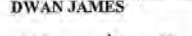

FRANK KING, III


RICHARD TRACY, III


THERESE MOBLEY - FOREPERSON


STEPHANIE CURRY


DWAN JAMES


MARQUITA ALBERT

PUBLISH: August 20, 2020

Public Notice
ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, AUGUST 24, 2020, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:
2020-0240 (8/10/20, Bellock) An ordinance to amend the Code of Ordinances to revise Chapter 15 Motor Vehicles and Traffic, Section 15-9. Speed Limits (a) (61) to include First Street, Second Street, Fourth Street, and Short Street in St. Rose to lower the speed limit to Fifteen (15) miles per hour.
2020-0242 (8/10/20, Jewell, M. Albert) An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to R-1A and C-2 on approximately 83 acres in New Sarpy, as requested by Victoria Estates, LLC for Gore-St. Charles, LLC.
2020-0243 (8/10/20, Jewell, M. Albert) An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, as amended, Sections III. and VI.A.[I]. 1.a., to add Historic Home Site Bed and Breakfast to permitted uses in the Open Land zoning district.
2020-0244 (8/10/20, Jewell, M. Albert) An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, as amended, Section XV.D to rezoning requests to meet a minimum of two (2) rezoning guidelines and criteria in order to receive a recommendation for approval from Planning Staff.

PUBLISH: August 13, 20, 2020

Public Notice
Notice: In 1986 all asbestos materials were identified in all school buildings. A management plan was developed for each school as per the Asbestos Hazard Emergency Response Act (AHERA). The management plan is located in a binder in the main office of each school. The binders are available for review upon request.
Since the plan was developed, most of the asbestos has been removed. In a few buildings, some floor tile still remains that contains asbestos. All of the schools meet the health requirements that pertain to the regulation. If you have any questions concerning this topic, please contact Kevin Barney, Director of Physical Plant Maintenance at 985-331-3600 between the hours of 7:00 a.m. and 4:00 p.m.
Publish: August 13 & 20, 2020

Legal notice deadline
is every Friday
at 3pm for the following week
legals@heraldguide.com

Sheriff's Sale
SHERIFF'S SALE SHERIFF'S OFFICE Suit No: (45) 86914-C Date: Monday, June 29, 2020 PARTNERS FOR PAYMENT RELIEF DE IV LLC VS WENDELL DOWNING 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: TUESDAY, OCTOBER 1, 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, AUGUST 26, 2020, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: THAT CERTAIN LOT OF GROUND, together with all the improvements thereon, and all the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining situated in the Parish of St. Charles, State of Louisiana, in Sections 18 & 22, T 13 S, R 20 E, in that portion thereof known as PHASE 1 of HOMEPLACE PLANTATION ESTATES, all as shown on the Plan of subdivision by J. J. Krebs & Sons, Inc. dated June 18, 1979, revised on October 24, 1979 (to show servitudes) and revised on April 10, 1980 (to show Parcels c-1 through c-6) approved by Ordinance No. 80-11-9 of the St. Charles Parish Council, dated November 17, 1980 registered in COB 256, folio 525, being a subdivision of a portion of Original Lot 5, Home Plantation. And according thereto sid lot of ground is designated and measures as follows-to-wit: LOT 41, SQUARE 5, measures 70.00 feet front on Trail Ways Drivea, same width in the rear, by a depth of 100.00 feet between equal and parallel lines. All in accordance with the survey of Lucien C. Gassen, P.L.S, dated September 20, 1999. Inprovements thereon bear the Municipal Numer 255 Trails Way Drive, Hahnville, La. 70057 And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: FORTY-ONE THOUSAND FOUR HUNDRED TWENTY AND 41 /100 (\$41,420.41) 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: July 23, 2020 August 20, 2020 ATTORNEY FOR PLAINTIFF: Rader Jackson 1010 Common St. Suite 1500 New Orleans, LA 70112 504-581-9444 SCSO-CIV-209-0402

Public Notice

THE FOLLOWING ORDINANCES ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, AUGUST 10, 2020, 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.

2020-0212
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. 20-8-1
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-3 to R-1A(M) on a 7,980 square foot area consisting of Lots 34, 35, and 36, St. Rose Gardens, St. Rose Avenue, St. Rose, as requested by Richard B. Fitzgerald, Sr.
WHEREAS, the property owner requests rezoning from C-3 to R-1A(M) on a 7,980 square foot area consisting of Lots 34, 35, and 36, St. Rose Gardens; and,
WHEREAS, the Planning and Zoning Department recommended approval of the request; and,
WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting of July 9, 2020; and,
WHEREAS, the subject area does not exceed 3 acres, but the recommendation of approval requests a corresponding Future Land Use Map amendment from Commercial to Rural Residential.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from C-3 to R-1A(M) on a 7,980 square foot area consisting of Lots 34, 35, and 36, St. Rose Gardens, St. Rose Avenue, St. Rose, as requested by Richard B. Fitzgerald, Sr.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from C-3 to R-1A(M) on a 7,980 square foot area consisting of Lots 34, 35, and 36, St. Rose Gardens, St. Rose Avenue, St. Rose, as requested by Richard B. Fitzgerald, Sr.

SECTION III. To authorize the Department of Planning and Zoning to make the corresponding change from Commercial to Rural Residential on the Future Land Use Map, adopted with Ordinance No. 11-6-11, amended by Ordinance No. 16-9-16.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: BENEDETTO

And the ordinance was declared adopted this 10th day of August, 2020 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Capantato
DLVD/PARISH PRESIDENT: August 11, 2020
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: August 11, 2020
AT: 3:57 pm RECD BY: [Signature]

2020-0213
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. 20-8-2
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to C-3 on an 8,440 square foot area consisting of Lots 4 and 5, Square 16, Lot "D" of Good Hope Subdivision, Barreca Street, Norco, as requested by Bosco Properties, LLC.
WHEREAS, the property owner requests rezoning from R-1A to C-3 on a 8,440 square foot area consisting of Lots 4 and 5, Square 16, Lot "D" of Good Hope Subdivision; and,
WHEREAS, the Planning and Zoning Department recommended approval of the request; and,
WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting of July 9, 2020,

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1A to C-3 on an 8,440 square foot area consisting of Lots 4 and 5, Square 16, Lot "D" of Good Hope Subdivision, Barreca Street, Norco, as requested by Bosco Properties, LLC.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1A to C-3 on an 8,440 square foot area consisting of Lots 4 and 5, Square 16, Lot "D" of Good Hope Subdivision, Barreca Street, Norco, as requested by Bosco Properties, LLC.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: BENEDETTO

And the ordinance was declared adopted this 10th day of August, 2020 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Capantato
DLVD/PARISH PRESIDENT: August 11, 2020
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: August 11, 2020
AT: 3:57 pm RECD BY: [Signature]

2020-0130
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. 20-8-3
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to C-3 on a 139,260.64 square foot area consisting of Lot 69-A-2A, Coteau de France or Ranson Tract Subdivision, municipal address 16644 Highway 90, Des Allemands, as requested by Paul J. Hogan.
WHEREAS, the property owner requests rezoning from C-2 to C-3 on a 139,260.64 square foot area consisting of Lot 69-A-2A, Coteau de France or Ranson Tract Subdivision; and,
WHEREAS, the Planning and Zoning Department recommended approval of the request; and,
WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting of July 9, 2020,

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from C-2 to C-3 on a 139,260.64 square foot area consisting of Lot 69-A-2A, Coteau de France or Ranson Tract Subdivision, municipal address 16644 Highway 90, Des Allemands, as requested by Paul J. Hogan.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from C-2 to C-3 on a 139,260.64 square foot area consisting of Lot 69-A-2A, Coteau de France or Ranson Tract Subdivision, municipal address 16644 Highway 90, Des Allemands, as requested by Paul J. Hogan.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: FONSECA, CLULEE, DUFRENE, BELLOCK, FISHER
NAYS: DARENSBOURG GORDON, GIBBS, FISHER-PERRIER
ABSENT: BENEDETTO

And the ordinance was declared adopted this 10th day of August, 2020 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Capantato
DLVD/PARISH PRESIDENT: August 11, 2020
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: August 11, 2020
AT: 3:57 pm RECD BY: [Signature]

2020-0215
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. 20-8-4
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to C-3 on a 42,777.42 square foot area consisting of Lot 69-A-2B, Coteau de France or Ranson Tract Subdivision, municipal address 16626 Highway 90, Des Allemands, as requested by Paul J. Hogan.
WHEREAS, the property owner requests rezoning from C-2 to C-3 on a 42,777.42 square foot area consisting of Lot 69-A-2B, Coteau de France or Ranson Tract Subdivision; and,
WHEREAS, the Planning and Zoning Department recommended approval of the request; and,
WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting of July 9, 2020,

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from C-2 to C-3 on a 42,777.42 square foot area consisting of Lot 69-A-2B, Coteau de France or Ranson Tract Subdivision, municipal address 16626 Highway 90, Des Allemands, as requested by Paul J. Hogan.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from C-2 to C-3 on a 42,777.42 square foot area consisting of Lot 69-A-2B, Coteau de France or Ranson Tract Subdivision, municipal address 16626 Highway 90, Des Allemands, as requested by Paul J. Hogan.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: FONSECA, CLULEE, DUFRENE, BELLOCK, FISHER
NAYS: DARENSBOURG GORDON, GIBBS, FISHER-PERRIER
ABSENT: BENEDETTO

And the ordinance was declared adopted this 10th day of August, 2020 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Capantato
DLVD/PARISH PRESIDENT: August 11, 2020
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: August 11, 2020
AT: 3:57 pm RECD BY: [Signature]

2020-0216
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. 20-8-5
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to C-3 on a 35,627.99 square foot area consisting of Lot 69-A-2C, Coteau de France or Ranson Tract Subdivision, municipal address 16630 Highway 90, Des Allemands, as requested by Paul J. Hogan.
WHEREAS, the property owner requests rezoning from C-2 to C-3 on a 35,627.99 square foot area consisting of Lot 69-A-2C, Coteau de France or Ranson Tract Subdivision; and,
WHEREAS, the Planning and Zoning Department recommended approval of the request; and,
WHEREAS, the Planning and Zoning Commission recommended approval of the request at its regular meeting of July 9, 2020,

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from C-2 to C-3 on a 35,627.99 square foot area consisting of Lot 69-A-2C, Coteau de France or Ranson Tract Subdivision, municipal address 16630 Highway 90, Des Allemands, as requested by Paul J. Hogan.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from C-2 to C-3 on a 35,627.99 square foot area consisting of Lot 69-A-2C, Coteau de France or Ranson Tract Subdivision, municipal address 16630 Highway 90, Des Allemands, as requested by Paul J. Hogan.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: FONSECA, CLULEE, DUFRENE, BELLOCK, FISHER
NAYS: DARENSBOURG GORDON, GIBBS, FISHER-PERRIER
ABSENT: BENEDETTO

And the ordinance was declared adopted this 10th day of August, 2020 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Capantato
DLVD/PARISH PRESIDENT: August 11, 2020
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: August 11, 2020
AT: 3:57 pm RECD BY: [Signature]

2020-0209
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF FINANCE)

ORDINANCE NO. 20-8-6
An ordinance adopting, setting forth, levying and imposing taxes on all property subject to taxation in the Parish of St. Charles, State of Louisiana, as required by Section 23 of Article VII of the Constitution of Louisiana and Revised Statute 47.1705(B) for General Parochial Purposes; constructing, acquiring, maintaining, operating, extending and/or improving levees, facilities and structures associated with outer flood protection systems within the Parish; constructing, maintaining, and operating the Parish Road Maintenance program, Parish Recreation program, Parish Fire Protection, Mosquito Control Program, E-911 Telephone System, Health Unit and Council on Aging program; Council on Aging Program (2); Road Lighting District No. 1; Library Service District No. 1; the ARC of St. Charles; paying any costs associated with acquiring, constructing, improving, maintaining and operating wastewater facilities and systems in the Parish.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That acting under the authority of Section 23 of Article VII of the Constitution of the State of Louisiana and Section 47.1705(B) of the Louisiana Revised Statutes of 1950, as amended.

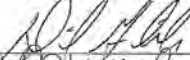
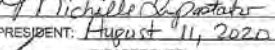
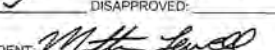
A. As Governing authority of St. Charles Parish, Library Service District No. 1, and Road Lighting District No.1 of St. Charles Parish, acting under the authority of special elections held in said Parish, there is hereby levied, assessed and imposed special taxes on all of the taxable property within the Parish and the respective Districts for the year 2020 for the respective purposes contained in the propositions voted upon at said elections, and said taxes shall be levied, assessed and imposed at the following millage rates:

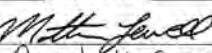
	2020 Millages Levied
General Parochial	3.11
Levees	3.99
ARC	0.66
Road Lighting District No. 1	0.99
Library Service District No. 1	4.44
Road Maintenance Program	5.90
Recreation Program	2.90
Mosquito Control Program	1.06
Council on Aging Program	0.94
Council on Aging Program (2)	0.78
Fire Protection	1.58
E-911 Telephone System	0.95
Wastewater Facilities	2.16
Health Unit	0.61

SECTION II. That the proper administrative officers of the Parish of St. Charles, State of Louisiana, be and they are hereby empowered, authorized and directed to spread said taxes, as herein above set forth, upon the assessment roll of said Parish for the year 2020, and to make the collection of the respective taxes imposed for and on behalf of said Parish and said Districts, according to law, and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and the collection thereof shall be enforceable in the manner provided by law.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: BENEDETTO
ABSTAIN: NONE

And the ordinance was declared adopted this 10th day of August, 2020 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
CLVD/PARISH PRESIDENT: August 11, 2020
APPROVED:  DISAPPROVED:

PARISH PRESIDENT: 
RETO/SECRETARY: August 11, 2020
AT: 3:57pm RECD BY: 

2020-0217
INTRODUCED BY: JULIA FISHER-PERRIER, COUNCILWOMAN, DISTRICT VII
ORDINANCE NO. 20-8-7

An ordinance to amend the Code of Ordinances, Parish of St. Charles, Chapter 14 Miscellaneous Provisions and Offenses, by amending Section 14-2 Curfew for minors.

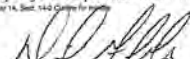
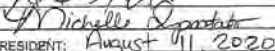
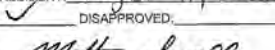
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

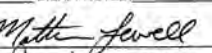
SECTION I. That the St. Charles Parish Code of Ordinances, Chapter 14 Miscellaneous Provisions and Offenses, Section 14-2. Curfew for minors be amended as follows with new text underlined and deleted text in strikethrough:

Sec. 14-2. - Curfew for minors.
(a) Any minor under the age of seventeen (47) eighteen (18) years is prohibited to loiter, idle, wander, stroll, drive any motor vehicle or play in or upon public streets, highways, roads, alleys, parks, playgrounds, wharves, docks, or other public grounds, public places and public buildings, bus stations, places of amusement and entertainment, vacant lots, or other unsupervised places between the hours of 10:00 p.m. and 5:00 a.m. in the parish; provided, however, the provisions of this subsection do not apply to a minor accompanied by his parent, guardian or other adult person having the care and custody of the minor, or the minor is upon an emergency errand or legitimate purpose directed by his parent, guardian, or other adult person having the care and custody of the minor. Each violation of the provisions of this subsection shall constitute a separate violation.
(b) It shall be unlawful for the parent, guardian, or other person having the care and custody of a minor under the age of seventeen (47) eighteen (18) years to permit such minor to loiter, idle, wander, stroll, drive any motor vehicle or play in or upon public streets, highways, roads, alleys, parks, playgrounds, wharves, docks, or other public grounds, public places, and public buildings, bus stations, places of amusement and entertainment, vacant lots, or other unsupervised places between the hours of 10:00 p.m. and 5:00 a.m. in the parish; provided, however, the provisions of this subsection do not apply to a minor accompanied by his parent, guardian, or other adult person having the care and custody of the minor, or when the minor is upon an emergency errand or legitimate purpose and directed by his parent, guardian, or other adult person, having the care and custody of the minor. Each violation of the provisions of this subsection shall constitute a separate offense.
(c) It shall be unlawful for any person operating or in charge of any place of amusement, entertainment or refreshment to permit any minor under the age of seventeen (47) eighteen (18) years to remain in such place during the hours prohibited by subsection (a); provided, however, the provisions of subsection (a) shall not apply when such minor is accompanied by his or her parent, guardian, or other adult person having the care and custody of the minor.
(d) The provisions of subsection (a) or (b) shall not apply to any student under the age of seventeen (47) eighteen (18) years or to his parent, guardian, or other adult having the care and custody of such minor who is attending any chaperoned activities of churches, schools, social, fraternal and recreational organizations sponsored for the benefit or entertainment of children, providing they make an immediate and direct return home after the lapse of a reasonable time, at the conclusion of these events.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: BENEDETTO

And the ordinance was declared adopted this 10th day of August, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
CLVD/PARISH PRESIDENT: August 11, 2020
APPROVED:  DISAPPROVED:

PARISH PRESIDENT: 
RETO/SECRETARY: August 11, 2020
AT: 3:57pm RECD BY: 

2020-0225
INTRODUCED BY: MARY CLULEE, COUNCILWOMAN, DISTRICT II
ORDINANCE NO. 20-8-8

An ordinance to provide for the installation of "ALL-WAY STOP" signs on Ellington Avenue at its intersection with Post Drive in Luling.

WHEREAS, the St. Charles Parish Code of Ordinances, Chapter 15 Motor Vehicles and Traffic provides for the installation of traffic control signs; and,

WHEREAS, it is the desire of the Parish Council to authorize the installation of "ALL-WAY STOP" signs on Ellington Avenue at its intersection with Post Drive in Luling due to safety concerns.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

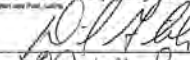
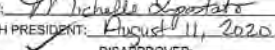
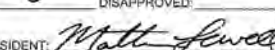
SECTION I. That there is hereby established "ALL-WAY STOP" signs on Ellington Avenue at its intersection with Post Drive in Luling.

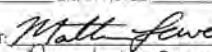
SECTION II. That the Department of Public Works is hereby authorized to erect and maintain said "ALL-WAY STOP" signs.

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

YEAS: FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: BENEDETTO

And the ordinance was declared adopted this 10th day of August, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
CLVD/PARISH PRESIDENT: August 11, 2020
APPROVED:  DISAPPROVED:

PARISH PRESIDENT: 
RETO/SECRETARY: August 11, 2020
AT: 3:57pm RECD BY: 

2020-0226
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 20-8-9

An ordinance to approve and authorize the execution of Amendment No. 1 to a professional services agreement with Evans-Graves Engineers, Inc., for providing necessary professional engineering services for a project that increases the pumping capacity of the Schexnaydre Pump Station (P.S.) (Parish Project Number P190502).

WHEREAS, the Parish approved Ordinance 19-6-2 that authorized engineering design services to increase the pumping capacity of the Schexnaydre P.S.; and,

WHEREAS, the design services included replacing a 30-inch pump with a new 48-inch pump and reusing an existing diesel engine; and,

WHEREAS, during the pump design Evans-Graves found that the existing engine would not operate properly with the new pump, so a new diesel engine and other improvements were added to the project; and,

WHEREAS, additional time and other costs were incurred by Evans-Graves with the revised design; and,

WHEREAS, Paragraphs 4.4 and 5.1.2.4 of the executed Agreement establish the procedure for paying the Engineer for additional services for significant changes in design; and,

WHEREAS, Evans-Graves submitted the attached proposal for the additional services to the engineering design.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1, last revised April 30, 2020, to a professional services agreement with Evans-Graves Engineers, Inc., for providing necessary professional engineering services for a project that increases the pumping capacity of the

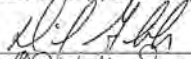
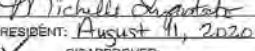
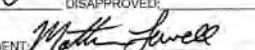
Schexnaydre Pump Station (P.S.) (Parish Project Number P190502) is hereby approved and accepted.

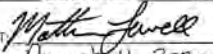
SECTION II. That the Parish President is hereby authorized to execute said amendment on behalf of St. Charles Parish.

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

YEAS: FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: BENEDETTO

And the ordinance was declared adopted this 10th day of August, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
CLVD/PARISH PRESIDENT: August 11, 2020
APPROVED:  DISAPPROVED:

PARISH PRESIDENT: 
RETO/SECRETARY: August 11, 2020
AT: 3:57pm RECD BY: 

**AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 1 hereafter sometimes referred to as "AGREEMENT", made and entered into on this _____ day of _____, 2020;

BY AND BETWEEN:

ST. CHARLES PARISH GOVERNMENT, represented herein by its duly authorized Parish President, Matthew Jewell, (hereafter sometimes referred to as "OWNER"), and

EVANS-GRAVES ENGINEERS, INC., represented herein by Ashlyn Graves, its duly authorized Vice-President (hereafter sometimes referred to as "ENGINEER");

WHEREAS, the St. Charles Parish Government did enter into the professional services agreement with Evans-Graves Engineers, Inc., dated June 6, 2019, for the Schexnaydre Pump Station Improvements, and

WHEREAS, the OWNER is now desirous of having ENGINEER provide additional services for amending the project as further described as follows:

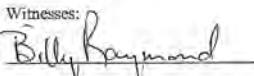
SCOPE OF WORK:

The required work is more specifically described in the attached proposal from Evans-Graves Engineers, last revised April 30, 2020.

NOW THEREFORE, be it understood and agreed by the parties hereto amend the Agreement for the additional compensation described in Evans-Graves Engineers' attached proposal, last revised April 30, 2020.

Overall Basic Services fees to ENGINEER shall be increased by \$19,430.00 as a result of this amendment.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this _____ day of _____, 2020.

Witnesses: 
By: 
Matthew Jewell
Parish President

Date: 8-11-2020

EVANS-GRAVES ENGINEERS, INC.
By: _____
Ashlyn Graves
Vice-President

Date: _____
St. Charles Parish Department of Public Works
ENGINEERING SERVICES PROPOSAL
for
SCHEXNAYDRE PUMP STATION MODIFICATIONS

Evans-Graves Engineers, Inc.

REVISED April 30, 2020

PHASE IA - PRELIMINARY DESIGN (SEE NOTE 1)
(Task includes preliminary civil engineering design, site visits, calculations, meetings and coordination, coordination with equipment supplier, and cost estimating.)

Category	Contract MH	Additional MH	Rate	Contract Subtot	REV Subtot
Principal (P.E.)	12	0	\$185.00	\$2,220.00	\$2,220.00
Senior Engineer (P.E.)	24	0	\$145.00	\$3,480.00	\$3,480.00
Technician	48	0	\$80.00	\$3,840.00	\$3,840.00
Administrative Asst.	8	0	\$55.00	\$440.00	\$440.00
PHASE TOTAL				\$9,980.00	\$9,980.00

PHASE IB - FINAL DESIGN
(Task includes final civil engineering design, meetings and coordination, production of Bidding Documents to include Final Plans and the Project Manual (incorporation of civil and mechanical Technical Specifications into the Parish-supplied front-end documents), quantity takeoffs, and construction cost estimating.)
Additional MH required for additional pump coordination and revisions based on existing structural and hydraulic conditions, as well as coordination with supplier for new engine required, with additional structural analysis of existing pump station structure for design and tie-in of new engine support structure. Additional plan drawings, specifications, cost and schedule coordination, and mechanical coordination were undertaken. The pump selection was larger and required additional coordination of surface layout and structural design.

Category	Contract MH	Additional MH	Rate	Contract Subtot	REV Subtot
Principal (P.E.)	24	12	\$185.00	\$4,440.00	\$6,660.00
Senior Engineer (P.E.)	56	40	\$145.00	\$8,120.00	\$13,920.00
Technician	80	64	\$80.00	\$6,400.00	\$11,520.00
Administrative Asst.	24	12	\$55.00	\$1,320.00	\$1,980.00
PHASE TOTAL				\$20,280.00	\$34,080.00

PHASE IC - ENGINEERING SERVICES DURING BIDDING
(Task includes coordination, responding to questions, revisions, production and issuance of Addenda, attendance at Pro-Bid Meeting and Bid Opening, tabulation of bid results, and recommendation of award.)
Additional MH required to address additional scope of work items identified during design, such as new engine, connections, layout, structural modifications; and cofferdam, dewatering, and temporary pumping.

Category	Contract MH	Additional MH	Rate	Contract Subtot	REV Subtot
Principal (P.E.)	4	2	\$185.00	\$740.00	\$1,110.00
Senior Engineer (P.E.)	8	6	\$145.00	\$1,160.00	\$2,030.00
Technician	8	6	\$80.00	\$640.00	\$1,120.00
Administrative Asst.	4	0	\$55.00	\$220.00	\$220.00
PHASE TOTAL				\$2,760.00	\$4,480.00

St. Charles Parish Department of Public Works
ENGINEERING SERVICES PROPOSAL
for
SCHEXNAYDRE PUMP STATION MODIFICATIONS

Evans-Graves Engineers, Inc.

REVISED April 30, 2020

PHASE ID - ENGINEERING SERVICES DURING CONSTRUCTION
(Task includes site visits, meetings and coordination, responding to questions and RFI; review of submittals, testing lab reports, and contractor invoices; substantial completion and final acceptance walkthroughs and documentation; record drawings; and project closeout.
Task does NOT include resident inspection or materials testing lab services.
Additional MH required to address additional scope of work items identified during design, such as new engine, connections, and structural support; and cofferdam, dewatering, and temporary pumping. The above will generate additional submittals, RFI, invoice verification, closeout documents, and extend project time.

Category	Contract MH	Additional MH	Rate	Contract Subtot	REV Subtot
Principal (P.E.)	16	8	\$185.00	\$2,960.00	\$4,440.00
Senior Engineer (P.E.)	32	24	\$145.00	\$4,640.00	\$8,120.00
Technician	24	24	\$80.00	\$1,920.00	\$3,840.00
Administrative Asst.	16	4	\$55.00	\$880.00	\$1,100.00
PHASE TOTAL				\$19,400.00	\$17,500.00

SUBTOTAL - ENGINEERING PHASES **\$43,420.00** **\$86,040.00**

PHASE IIA - DATA COLLECTION AND SURVEYING COORDINATION
(Task includes site visit, obtaining all available records on existing Pump Station, and coordination with Owner-supplied Topographic Surveyor to identify needs for survey of pump station, including intake, sump, discharge, and all surface and subsurface utilities and features, including cross-sections in the sump. Since no record drawings of the Station exist, and since the scope of work was increased as detailed above, E-G's engineer and technician had to visit the site several times to take additional measurements that were not part of the original topographic survey scope, for verification of additional structural work needed.

Category	Contract MH	Additional MH	Rate	Contract Subtot	REV Subtot
Topographic Surveyor Services (Purchased by Owner)	Lump	0	\$0.00	\$0.00	\$0.00
Principal (P.E.)	6	2	\$185.00	\$1,110.00	\$1,480.00
Senior Engineer (P.E.)	16	8	\$145.00	\$2,320.00	\$3,480.00
Technician	4	16	\$80.00	\$320.00	\$1,600.00
PHASE TOTAL				\$3,750.00	\$6,560.00

St. Charles Parish Department of Public Works

ENGINEERING SERVICES PROPOSAL
for
SCHEXNAYDRE PUMP STATION MODIFICATIONS

Evans-Graves Engineers, Inc.

REVISED April 30, 2020

PHASE IIB - SUPPLEMENTAL SERVICES: PERMITTING (SEE NOTE 2)

(Task includes meetings and coordination, preparation and production of permit documents and drawings, submittals, and revisions. Permits will include Coastal Use and Corps. Task does NOT include payment of any required agency permit fees.)

The Permit was approved without the need for a detailed Drainage Study/Report as initially suggested.

Category	Contract MH	Additional MH	Rate	Contract Subtot	REV Subtot
Drainage Study/Report (if needed)	1	-1	\$6,000.00	\$6,000.00	\$0.00
Principal (P.E.)	8	0	\$185.00	\$1,480.00	\$1,480.00
Senior Engineer (P.E.)	14	0	\$145.00	\$2,030.00	\$2,030.00
Technician	24	0	\$80.00	\$1,920.00	\$1,920.00
Administrative Asst.	10	0	\$55.00	\$550.00	\$550.00
PHASE TOTAL				\$11,980.00	\$5,980.00
SUBTOTAL - SUPPLEMENTAL SERVICES				\$15,730.00	\$12,540.00
GRAND TOTAL - ALL PHASES				\$59,150.00	\$76,590.00

NOTES:

1 Manhour Proposal based on Scope of Work discussed in e-mail communication with Don Edwards on 4/17/19 and field meeting with Chris Treggs on 4/23/19. Scope is understood to include civil engineering work only, and no electrical engineering required. Scope is understood to include removal of existing 30" pump, including intake and discharge, and replacement with new 48" diesel pump, including intake and discharge, all of which will be supplied by the construction contractor under this project. A fuel capacity analysis is also included in the scope, and specification of any new fuel tank or piping required. Also included is an analysis whether the existing diesel engine can be re-used with the new pump. After analysis, it was determined that the diesel engine may be able to be re-used. However, after coordination of hydraulic design with the original pump supplier, it was determined that their pump could not operate under the existing structural and required hydraulic conditions. We therefore selected a different pump supplier who could meet the conditions; but that particular pump could not operate with the existing engine, and a new engine would have to be supplied.

2 While no independent drainage study/report is required by Owner, it may be required as part of the permit process. If not, the associated time will not be charged or invoiced. DWR awarded the Coastal Use Permit after moderate-level hydraulic review; no major Drainage Study or Report was required.

2020-0228

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 20-B-10

An ordinance to approve and authorize the execution of a construction contract with Fleming Construction Company, LLC for Project No. P190502, Schexnaydre Pump Station Improvements, in the amount of \$654,016.00.

WHEREAS, the Schexnaydre Pump Station Improvements project will increase stormwater pumping capacity in this section of the Parish; and,

WHEREAS, sealed bids were received by St. Charles Parish on July 14, 2020, for the Schexnaydre Pump Station Improvements 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, Fleming Construction Company, LLC, in the amount of \$654,016.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Fleming Construction Company, LLC for the construction of Project No. P190502, Schexnaydre Pump Station Improvements, is hereby approved and accepted, in the amount of \$654,016.00.

SECTION II. That the Parish President is hereby authorized to execute said contract 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: FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUPRENE, BELLOCK, FISHER, FISHER-PERRIER

NAYS: NONE

ABSENT: BENEDETTO

And the ordinance was declared adopted this 10th day of August, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

CLVD/PARISH PRESIDENT: [Signature] August 11, 2020

APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: [Signature] August 11, 2020

AT: 3:57pm RECD BY: [Signature]

SECTION 00500

CONTRACT

This agreement entered into this _____ day of _____, 20____, by Fleming Construction Company, LLC, hereinafter called the "Contractor", whose business address is 23 East Airline Drive, Kenner, LA 70062, 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: 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 April 30, 2020, Addenda numbers 1 and 2, 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 hereby 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: The Contract work generally consists of furnishing and installing a new 48" storm water pump complete with diesel engine and all connections, piping, and controls; new 48" discharge pipe; temporary bypass pumping during construction; structural modifications; and removal and disposal of existing 30" pump and diesel/electric motor, 30" discharge pipe, and associated mechanical/electrical components, connections, and controls.

ARTICLE 2

ENGINEER

- 2.01 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

- 3.01 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

- 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

Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner One Thousand Five Hundred dollars (\$1,500) 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: (\$654,016.00) Six Hundred Fifty Four Thousand and Sixteen 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 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 00300)
- g) Addenda (Numbers 1 to 2 inclusive)
- h) Contract documents bearing the general title "Schexnaydre Pump Station Improvements (St. Charles Parish Project P190502)" dated April 2020.
- i) Drawings, consisting of a cover sheet dated April 2020 and the sheets listed on Drawing One (1); each sheet bearing the following general title: "Schexnaydre Pump Station Improvements (St. Charles Parish Project P190502)".
- 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: Fleming Construction Co.

By: _____ By: _____

Title: _____ Title: _____

ATTEST: ATTEST:

By: _____ By: _____

Title: _____ Title: _____

2020-0230
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 20-8-11
An ordinance to approve and authorize the execution of a professional services agreement with GIS Engineering, LLC for providing all necessary surveying services for the Montz Drainage Improvements project (P200708).

WHEREAS, the Montz area south of the KCS Railroad is flood prone; and,
WHEREAS, as part of a design project to improve drainage under the KCS Railroad and along a canal to Airline Highway, the Parish requires topographic surveying services; and,

WHEREAS, the attached Agreement between St. Charles Parish and GIS Engineering, LLC describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

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

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

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

YEAS: FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE,
BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: BENEDETTO

And the ordinance was declared adopted this 10th day of August, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: August 11, 2020
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: August 11, 2020
AT: 3:57pm REC'D BY: _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____ day of _____, 2020 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 GIS Engineering, LLC, a corporation acting herein by and through its Contracting Officer, hereinafter called Surveyor. Whereas the Owner desires to employ a professional surveying firm to perform surveying services for the Montz Drainage Improvements project as described in Ordinance No. 20-8-11 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Surveyor and the Surveyor agrees to perform professional services required for the project described above. Surveying will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Surveyor will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. The Owner may terminate the Contract by written notification and without cause per Section 10.0 during any phase of the project.

The Surveyor shall at all times during this Agreement maintain a valid Louisiana Surveying License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans and any other deliverables shall be submitted to the Owner and all approvals and administration of this Agreement shall be through the Owner.

2.0 PROJECT

2.1 The Owner hereby contracts with the Surveyor to perform all necessary professional services in connection with the Project as specified in the attached proposal from GIS Engineering, LLC, dated July 21, 2020, and all other requirements in this Agreement, to perform all necessary professional services in connection with the Project as defined as follows:

The proposed scope of services is shown in the Surveyor's attached proposal, dated July 21, 2020.

2.2 In general, the Project consists of the following major elements:

The proposed project is shown on the enclosed Exhibit I.

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

3.0 SERVICES OF SURVEYOR

3.1 Surveyor shall provide Owner professional surveying 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 Surveyor.

3.2 Services provided by the Surveyor shall be performed in accordance with generally accepted professional surveying practice at the time and the place where the services are rendered.

3.3 Surveyor shall obtain from Owner authorization to proceed in writing for each phase of the Project.

3.4 Surveyor shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.

3.5 Surveyor shall provide basic services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Surveyor at project conferences and public hearings.

3.6 Topographic Survey

3.6.1 Advising the Owner as to the necessity of providing or obtaining from others additional data or services.

3.6.2 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project, and participating in consultations with such authorities.

3.6.3 The topographic surveying plan and any other deliverables shall be delivered to Owner within 30 calendar days. Two paper copies and one electronic file in PDF format of the plan shall be delivered to the Owner.

4.0 OWNERSHIP OF DOCUMENTS

4.1 Documents including but not limited to plans, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

4.2 Surveyor may retain a set of documents for its files.

4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Surveyor to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Surveyor or to Surveyor's independent professional associates, subcontractors, and consultants.

4.4 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 Surveyor 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.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

- A. Right-of-Way, easement and property acquisition surveys, plats, maps and documents.
- B. Any major revisions for which the Surveyor is not responsible, that are authorized by the Owner after the completion and approval of the topographic survey plan.
- C. Services concerning replacement of any work damaged by fire or other causes during construction.
- D. Services made necessary by the default of the contractor in the performance of the construction contract.
- E. Services as an expert witness in connection with court proceedings.
- F. If all or part of the work is to be financed by a Federal or State Grant, the Surveyor shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

6.0 NOTICE TO PROCEED

The Owner shall notify the Surveyor in writing to undertake the services stated in this Agreement, and the Surveyor shall commence the services within ten (10) days after receipt of such notification. The work necessary for the completion of each individual project/work task shall be completed within a time period agreed upon (in writing) between the Owner and the Surveyor, following the notice to proceed.

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

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

7.0 PAYMENTS

7.1 For performance of Basic Surveying, the Owner shall authorize and pay the Surveyor a not-to-exceed fee, based on the hourly rates in the Proposal and actual time worked and charges incurred.

7.2 If the Project, or any portion thereof, is not completed for any reason, the final fee for basic surveying services shall be negotiated between Owner and Surveyor.

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

7.4 For Additional Authorized Services provided by the Surveyor such as, but not limited to, land and right-of-way acquisition, boundary surveying, Owner shall pay Surveyor based on an agreed upon hourly rate(s) between the Owner and Surveyor. Payment shall be not-to-exceed based on hourly rates and actual hours worked.

7.5 The following documentation shall be required for payment to Surveyor and shall be attached to the monthly invoice.

- a. A copy of the Owner's written authorization to perform the service.
- b. Timesheets for all hours invoiced.
- c. Invoice copies, logs or other substantiation of non-salary expenses.

7.6 For Additional Authorized Services that Surveyor acquires from subcontractors and/or subconsultants, Owner shall pay Surveyor a fixed sum previously agreed upon by Owner and Surveyor, 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 this Agreement. The following documentation shall be required for payment to Surveyor and shall be attached to the monthly invoice:

- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Surveyor's agreed upon fixed sum established for the service performed.
- b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.

7.7 For Additional Surveying described in Section 5, Owner shall pay Surveyor for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

8.0 BUDGET LIMITATIONS

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

9.0 FUNDS

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

10.0 TERMINATION OR SUSPENSION

10.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.

10.2 The Surveyor, 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.

10.3 The Surveyor 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.

10.4 The Owner shall then pay the Surveyor promptly that portion of the prescribed fee to which both parties agree.

10.5 Surveyor fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.

10.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Surveyor.

11.0 INSURANCE

- 11.1 The Surveyor shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 11.2 The Surveyor shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 11.3 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.
- 11.4 Surveyor 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.
- 11.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 11.6 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.

12.0 INDEMNIFICATION

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

13.0 WARRANTY

- 13.1 Surveyor warrants that it will perform its surveying services with the degree of skill and to the standard of care required of the surveying profession to meet all Federal, State and Local requirements.
- 13.2 If surveying services for project performed by Surveyor does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Surveyor's failure to meet the standard of care in its surveying services, Surveyor will indemnify the Parish for Surveyor's share of the costs incurred to bring surveying services for project to the limitations mandated.
- 13.3 The obligations expressed in Section 14 above in no way limit the Surveyor's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

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

15.0 OTHER

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

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

WITNESSES:

[Signature]
[Signature]

ST. CHARLES PARISH

[Signature]
By: Matthew Jewell
Parish President

8-11-2020
Date:

WITNESSES:

SURVEYOR

By:

Date:



Coastal Design & Infrastructure

7/21/2020

Reference:

Proposal for Surveying Services for
Montz Drainage Improvements/Priority Three Drainage Improvements
St. Charles Parish, LA

This proposal is for performing the required Surveys based on the Scope of work provided for the KCS Railroad Crossing and New Canal turning from the KCS Railroad to Airline Hwy. for St. Charles Parish. Utilities will be located based on companies responding to the Louisiana One-call System and visible features. Any work that is performed outside of the Items listed below will be based on time and material unless an agreed upon price has been set prior to the work beginning. Payments will be due within 30 days of the completed work. Client will be invoiced as work is completed. Once a signed copy of this proposal is returned the project will be placed on the schedule. No work will begin prior to receiving the signed proposal.

- Establish Project Control
- Cross Sections every 50' along proposed canal (1+/-1,400')
- Topo of KCS Railroad Crossing at existing culvert location and Establish Railroad ROW
- Topo Along Airline Hwy for Canal tie in and Establish Road ROW
- Establish Property Line Along Proposed Canal and Prepare ROW Plat (Based on 2 property owners)
- Provide AutoCAD file of survey and Point file
- Provide Flagging for Railroad portion of the survey if required by KCS Railroad

Right-of-entry will be provided by St. Charles Parish
Survey will be completed within 30 days of NTP assuming Right-of-entry is provided with NTP.

Estimated Cost for the above Services: \$42,940.00

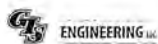
If you are in agreement with this scope of work and cost, please sign below and return. No work will begin prior to receiving this signed proposal.

If you have any questions please do not hesitate to call.

Henry E. Schwartz P.L.S.

[Signature]
Henry E. Schwartz, IV, PLS
Survey Division Manager

Client:



2020
STANDARD
RATE SCHEDULE

Category	Category Description	Personnel Description	Bill Rate
I	CO-OP	Student Intern	\$5
II	ADMINISTRATION	Administrative Assistant I	65
		Administrative Assistant II	75
		Executive Assistant	85
III	AUTO CADD	CADD Tech I	75
		CADD Tech II	85
		Designer I	100
		Designer II	115
		Sr. Designer	135
IV	SURVEYING	Survey Technician	55
		Survey Intern I	75
		Survey Intern II / Survey Party Chief	85
		Survey Crew (2-Man)	135
		Professional Land Surveyor I	105
		Professional Land Surveyor II	130
		Professional Land Surveyor III	155
		Survey Crew (3-Man)	195
V	CONSTRUCTION	Project Rep I	65
		Project Rep II	75
		Project Rep III	85
		Project Rep IV	95
		Construction Manager I	115
		Construction Manager II	135
		Sr. Construction Manager	180
VI	ENVIRONMENTAL	Scientist I	85
		Scientist II	100
		Scientist III	135
		Sr. Scientist	195
VII	ENGINEERING	Engineer Tech I	65
		Engineer Tech II	75
		Engineer Tech III	85
		Engineer Tech IV	95
		Engineer Intern I	85
		Engineer Intern II	100
		Professional Engineer I	115
		Professional Engineer II	135
		Professional Engineer III	155
		Professional Engineer IV	180
		Sr. Professional Engineer	195
VIII	PROJECT MANAGEMENT	Project Associate I / Project Controller I	95
		Project Associate II / Project Controller II	115
		Deputy Project Manager	135
		Project Manager	155
		Sr. Project Manager	195
IX	PROGRAM MANAGEMENT	Client Program Manager	180
		Director / Division Manager	195
		Sr. Client Program Manager	215
X	PRINCIPALS	Principal	225
		Sr. Principal	275

SURVEYING MATERIALS & EXPENSES

1"x1"x48"	\$ 2.00/ea
Cane Poles	\$ 3.50/ea
Flagging	\$ 1.75/roll
Iron Rod Control Point	\$ 3.35/ea
Meals and Lodging	\$ at cost
Computer (CAD & Calculation Charge)	\$ 18.00/hour
Pin Flags	\$20.00/ bundle

OTHER EQUIPMENT & EXPENSES

ATV	\$ 50.00/day
UTV	\$ 100.00/day
Digital Camera	\$ 20.00/day
Video Camera	\$ 30.00/day
Standard Vehicle (0-240 miles)	\$ 70.00/day
Standard Vehicle (240+ miles)	\$ at Federal Rate/mile
Survey Vehicle	\$ 15.00/hr
Drone	\$150.00/day
Metal Detectors (Pipe Locator)	\$ 35.00/day
Interior/Exterior Rotary Laser Level	\$ 75.00/day
Radio	\$ 25.00/day
Fathometer	\$ 275.00/day
Distance Meter	\$ 125.00/day
Distance Meter (Total Station)	\$ 175.00/day
Digital Flow Meter	\$ 50.00/day
Handheld GPS	\$ 30.00/day
Nav-Beacon (GPS)	\$ 150.00/day
RTK (GPS)	\$ 500.00/day
Hypack Data Collection and Navigation System	\$ 300.00/day
Hydrographic (GPS)	\$ 500.00/day
Pirogue/Pond Hopper	\$ 30.00/day
16' - Boat w/ 50/hp	\$ 250.00/day
22' - Vessel w/ 200/hp	\$ 400.00/day
24' - Vessel w/ twin 150/hp	\$ 600.00/day
Robotic Total Station	\$200.00/ day
Echo Sounder	\$200.00/ day

TERMS AND CONDITIONS

1.0 Personnel Charges

- 1.1 Personnel time charges for technical, management, and direct project clerical and administrative support activities will be invoiced according to the applicable Category Rate.
- 1.2 All time is rounded to the nearest quarter hour.
- 1.3 The Category Rate Schedule is revised periodically; GIS will provide written notice of a revision within thirty (30) days of the effective date.
- 1.4 All field labor and equipment are subject to a four (4) hour minimum charge and are charged portal-to-portal, GIS's facility.

- 1.5 GIS Temporary (contract) personnel may be charged at the applicable Category Rate.
- 1.6 Personnel time charges for travel are invoiced at the applicable Category Rate at the actual time incurred.

2.0 Premium Charges

- 2.1 The Category Rate Schedule applies for all hours worked by exempt (salaried) personnel.
- 2.2 Overtime, Weekends & Holidays - Hours worked in excess of daily or weekly standards and/or weekends and holidays by non-exempt and hourly personnel may be subject to a contract specific premium.
- 2.3 Emergency Responses - Non-exempt and hourly personnel may be subject to a contract specific Category Rate premium.
- 2.4 Expert Testimony - Testimony about the nature or extent of GIS's services, preparation thereof, and/or standby time may be subject to a contract specific Category Rate premium.

3.0 Travel and Living Expenses

- 3.1 Travel expenses for transportation (including mileage reimbursement) and lodging expenses will be charged at cost plus 15%.
- 3.2 Meals and incidental expenses will be charged at a pre-determined daily rate (based on location) plus 15%.
- 3.3 Long-term, on-site project personnel are permitted to return home every three (3) weeks. These travel expenses will be invoiced at cost plus 15%.

4.0 Other Charges

- 4.1 Charges for equipment will be invoiced in accordance with GIS's Equipment Rates.
- 4.2 Client shall be responsible for payment (without deduction or offset from the total contract amount) of any and all sales, use, value added, gross receipts, franchise and like taxes, and tariffs and duties, and all disposal fees and taxes, levied against GIS or its employees by any governing or taxing authority.

TERMS AND CONDITIONS (cont'd)

5.0 Reimbursable Expenses

- 5.1 All project related expenses including materials, purchased equipment, subcontractor costs, fees, duties, deposits, tolls, weight certificates, special permits, and associated federal, state, county, city taxes or surcharges and other costs incurred specifically for the project will be invoiced at cost plus 15%.

6.0 Invoicing and Terms of Payment

- 6.1 Invoices may be submitted as frequently as biweekly, however, on any project where total billings

are expected to exceed \$1,000,000 or monthly billings are expected to exceed \$250,000, progress billings may be submitted as frequently as weekly.

6.2 Payment for services is due upon receipt of the invoice.

6.3 A service charge equal to 1.5% per month or the maximum lawful rate, whichever is lesser, may be charged on all account balances past due.



2020-0231
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 20-8-12
An ordinance to approve and authorize the execution of an engineering services agreement with Mott MacDonald for providing all necessary services for the Carriage Canal Widening project (P200705).

WHEREAS, the Ormond area south of the CN Railroad is especially flood prone; and,
WHEREAS, the Carriage Canal conveys stormwater to the Destrehan No. 1 and No. 2 Pump Stations; and,
WHEREAS, the proposed drainage canal widening will reduce the velocity of stormwater in the canal, which will lower the water elevations in the Ormond drainage system; and,
WHEREAS, the attached Agreement between St. Charles Parish and Mott MacDonald describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Engineering Services Agreement between St. Charles Parish and Mott MacDonald for services as required by the Department of Public Works is hereby approved and accepted.
SECTION II. That the Parish President is hereby authorized to execute said contract on behalf of the Parish of St. Charles.

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

YEAS: FONSECA, DARENSBOURG GORDON, CLOLEE, GIBBS, DUPRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: BENEDETTO

And the ordinance was declared adopted this 10th day of August, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: August 11, 2020
APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: August 11, 2020
AT: 3:57 pm RECD BY: [Signature]

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____ day of _____, 2020 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 Mott MacDonald, 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 Carriage Canal Widening project as described in Ordinance No. 20-8-12 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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 different phases of the project will be given to the Engineer by the Owner, including Preliminary Design, Final Design, Bidding Assistance and Construction Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Engineer shall at all times during this Agreement maintain a valid Louisiana Engineering License and any other applicable licenses necessary for performance of the Project.

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

2.0 PROJECT

2.1 The Owner hereby contracts with the Engineer to perform all necessary professional services in connection with the Project as specified in the attached proposal from Mott MacDonald, dated July 15, 2020 and all other requirements in this Agreement.

2.2 In general, the Project consists of the following major elements:

The project understanding is described in the enclosed proposal from Engineer, dated July 15, 2020.

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

3.0 SERVICES OF ENGINEER

3.1 Engineer shall provide 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 may include but may 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 and construction engineering.

3.2 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.

3.3 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.

3.4 Engineer shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.

3.5 Engineer shall provide basic services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Engineer at project conferences and public hearings.

3.6 Preliminary Design Phase:

3.6.1 The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria, and initiate acquiring necessary permits. 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.

3.6.2 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/hydrology.
- Design criteria including a listing of all standard specifications to be used by type (concrete, piling, steel, roads/foundations, etc.).
- Preliminary drawings – 11" x 17" (minimum size).
- The following indexes: Drawings, Division 00 St. Charles Parish Bidding Documents showing revision number, Division 01 St. Charles Parish General Specifications showing revision number, and Divisions 2 through 16 material and equipment specifications, to be used in final design.
- Engineer's preliminary opinion of probable costs.
- Summary of estimated quantities – initial bid schedule.
- Additional data that will be needed such as boundary surveying, topographic surveying, and geotechnical data.

3.6.3 The engineer will deliver to owner within 15 days following Preliminary Design authorization, a detailed description (including specifications) and estimated cost of required additional services such as boundary 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 geotechnical firm.

3.6.4 Meet with the Owner and presenting findings of the Preliminary Design Report.

3.6.5 The Preliminary Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 60 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Preliminary Design.

- Two (2) 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.
- Two (2) copies of the drawings (11" x 17" minimum).
- Once the drawing review is complete, submit one copy of the revised drawings.
- All files will be titled so as to distinguish between preliminary and final design stages.

3.7 Final Design Phase:

3.7.1 Prepare for incorporation into the Bidding Documents the 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.

3.7.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.

3.7.3 Preparing the Project Manual that includes St. Charles Parish's standard front-end documents and Division 1, and the Engineer's technical specifications for review and approval by the Owner (and the Owner's legal and other advisors).

3.7.4 Meeting with the Owner and presenting the final design.

3.7.5 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 120 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Final Design Phase.

- Two (2) copies of the Project Manual for review.
- Once Project Manual has been finalized, submit two (2) stamped copies of the revised document plus one (1) electronic file copy in PDF 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 preliminary and final design stages.

3.8 Bidding Assistance Phase:

3.8.1 Produce Bidding Documents (specifications and 22" by 34" drawings) for each Project for bidding purposes.

3.8.2 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.

3.8.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

3.8.4 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.

3.8.5 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.

3.8.6 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 by the Owner.

3.9 Construction Services Phase

3.9.1 General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner's representative as provided in

Articles I 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.

3.9.2 Visits to Site and Observation of Construction. In connection with

- observations of the work of Contractor while it is in progress.
- 3.9.3 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.
- 3.9.4 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 Services 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 unless otherwise specifically set forth herein. 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.
- 3.9.5 Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents.
- 3.9.6 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 unless provided otherwise herein.
- 3.9.7 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.
- 3.9.8 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).
- 3.9.9 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.
- 3.9.10 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:
- 3.9.10.1.1 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).
- 3.9.10.1.2 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 unless otherwise specifically set forth herein.
- 3.9.11 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.
- 3.9.12 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).
- 3.9.13 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 additional stamped copies of the Specification and Construction Drawings incorporating addenda items generated during the bid process and/or one (1) electronic file copy of each drawing in AutoCADD format (release 2000 or later) and in PDF format titled to reflect "Construction Drawings" as requested by the Contractor.
- 3.9.14 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.
- 3.9.15 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 this Agreement shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents.
- 3.9.16 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.
- 3.10 Close Out Phase:
- 3.10.1 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".
- 3.10.2 In company with Owner, visit the Project to conduct a Substantial Completion Inspection and 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.
- 3.10.3 Engineer shall have 45 days from Contractor's Substantial Completion date

to complete requirements of Contractor's Contract.

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 Engineer may retain a set of documents for its files.
- 4.3 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.
- 4.4 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.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

- A. Soil investigations.
B. Laboratory inspection of materials and equipment.
C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents.
D. Any major revisions for which the Engineer is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans, and specifications.
E. Services concerning replacement of any work damaged by fire or other causes during construction.
F. Services made necessary by the default of the contractor in the performance of the construction contract.
G. Services as an expert witness in connection with court proceedings.
H. Traffic engineering if necessary.
I. Topographic and/or boundary survey.
J. Preparation of environmental assessment documents and/or environmental permits
K. If all or part of the work is to be financed by a Federal or State Grant, the Engineer shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

6.0 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.

7.0 NOTICE TO PROCEED

The Owner shall notify the Engineer in writing to undertake the services stated in this Agreement, and the Engineer shall commence the services within ten (10) days after receipt of such notification. The work necessary for the completion of each individual project/work task shall be completed within a time period agreed upon (in writing) between the Owner and the Engineer, following the notice to proceed.

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

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

8.0 PAYMENTS

- 8.1 For performance of Basic Engineering, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the hourly rates in the Proposal and actual time worked and charges incurred. For the various phases the Engineer shall be paid as follows:
- | | |
|--|----------------------|
| Preliminary Design, Final Design, Bidding Assistance,
Construction Services and Closeout
Resident Project Representative | \$515,205.00
TBD* |
|--|----------------------|
- * Scope and cost to be negotiated between parties and authorized by mutual written amendment to the contract.
- 8.2 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, the Owner shall pay Engineer based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.
- 8.3 For Additional Authorized 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 an agreed upon hourly rate(s) between the Owner and Engineer. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.4 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
b. Timesheets for all hours invoiced.
c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.5 When the Engineer's fee is based on a percentage of the construction costs, the fee for basic engineering services will have a maximum limitation of 110-percent and a minimum limitation of 90-percent of the Engineer's opinion of probable construction cost submitted with the final Bidding Documents.
- 8.6 The Engineer's conceptual opinion of probable cost shall initially be used for the determination of interim fees until the final opinion of probable cost is determined for the final Bidding Documents.
- 8.7 For Additional Authorized 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 this Agreement. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice:
- a. 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.
b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Additional Engineering, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

If, at the completion of the Preliminary or Design Phase, the Engineer does not concur with the construction budget, he shall so notify the Owner, and the Engineer and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Engineer at no additional cost

Date: _____

[illegible]

CHAIRMAN: [Signature]
SECRETARY: [Signature]
CLDVO/PARISH PRESIDENT: August 11, 2020
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETRO/SECRETARY: August 11, 2020
AT: 3:51pm RECD BY: [Signature]

3.6.2 The Design Memorandum will consist minimally of the following sections:

- a. Site Development – project site plan that includes anticipated construction area required and any known servitudes or property owners.
- b. Hydraulics/hydrology.
- c. Design criteria including a listing of all standard specifications to be used by type (concrete, piling, steel, roads/foundations, etc.).
- d. Preliminary drawings – 11" x 17" (minimum size).

MOTT MACDONALD	
2020 HOURLY RATE SCHEDULE	
Billing Title	Per Hour*
Principal	\$ 260.00
Principal Project Manager/Principal Architect/Principal Engineer/Principal Landscape Architect	\$ 225.00
Senior Project Manager	\$ 185.00
Senior Project Engineer	\$ 175.00
Senior Project Architect	\$ 175.00
Project Manager	\$ 145.00
Project Engineer	\$ 140.00
Project Architect	\$ 130.00
Engineer I/ Architect IV	\$ 130.00
Engineer II/ Architect III	\$ 110.00
Engineer IV/ Architect I	\$ 100.00
Engineer V/ Architect I	\$ 95.00
Senior Specialist	\$ 155.00
Specialist V	\$ 110.00
Specialist IV	\$ 105.00
Specialist III	\$ 85.00
Specialist II	\$ 70.00
Specialist I	\$ 60.00
Planner II	\$ 95.00
Senior Designer	\$ 150.00
Designer V	\$ 130.00
Designer IV	\$ 110.00
Designer III	\$ 85.00
Senior Inspector	\$ 100.00
Inspector IV	\$ 85.00
Inspector III	\$ 70.00
Inspector II	\$ 65.00
Inspector I	\$ 55.00
Technician II	\$ 65.00
Technician I	\$ 50.00
Principal Specialist - Surveyor	\$ 150.00
Senior Surveyor	\$ 145.00
Surveyor V	\$ 120.00
Surveyor IV	\$ 110.00
Surveyor III	\$ 75.00
Surveyor II	\$ 85.00
Surveyor I	\$ 90.00
Administrative Assistant III & IV	\$ 75.00
Administrative Assistant I & II	\$ 55.00
1-Person with robotic equipment	\$ 95.00
2-Person Survey Crew	\$ 175.00
3-Person Survey Crew	\$ 240.00
4-Person Survey Crew	\$ 320.00

- e. The following indexes: Drawings, Division 00 St. Charles Parish Bidding Documents showing revision number, Division 01 St. Charles Parish General Specifications showing revision number, and Divisions 2 through 16 material and equipment specifications, to be used in final design.

f. Engineer's preliminary opinion of probable costs.

g. Summary of estimated quantities – initial bid schedule.

h. Additional data that will be needed such as boundary surveying, topographic surveying, and geotechnical data.
- 3.6.3 The engineer will deliver to owner within 15 days following Preliminary Design authorization, a detailed description (including specifications) and estimated cost of required additional services such as boundary 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 geotechnical firm.

3.6.4 Meet with the Owner and presenting findings of the Preliminary Design Report.

3.6.5 The Preliminary Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 60 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Preliminary Design.

a. Two (2) copies of the report for review.

b. Once the report has been finalized, submit two (2) copies of the revised report plus one (1) electronic file copy in PDF format.

c. Two (2) copies of the drawings (11" x17" minimum).

d. Once the drawing review is complete, submit one copy of the revised drawings.

e. All files will be titled so as to distinguish between preliminary and final design stages.
- 3.7 Final Design Phase:

3.7.1 Prepare for incorporation into the Bidding Documents the 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.

3.7.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.

3.7.3 Preparing the Project Manual that includes St. Charles Parish's standard front-end documents and Division 1, and the Engineer's technical specifications for review and approval by the Owner (and the Owner's legal and other advisors).

3.7.4 Meeting with the Owner and presenting the final design.

3.7.5 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 120 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Final Design Phase.

a. Two (2) copies of the Project Manual for review.

b. Once Project Manual has been finalized, submit two (2) stamped copies of the revised document plus one (1) electronic file copy in PDF format.

c. Two (2) copies of the drawings – D Size for review.

d. 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.

e. All files will be titled so as to distinguish between preliminary and final design stages..
- 3.8 Bidding Assistance Phase:

3.8.1 Produce Bidding Documents (specifications and 22" by 34" drawings) for each Project for bidding purposes.

3.8.2 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.

3.8.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

3.8.4 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.

3.8.5 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.

3.8.6 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 by the Owner.
- 3.9 Construction Services Phase

3.9.1 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.

3.9.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress.

3.9.3 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.

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3.9.10.1 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).

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4.2 Engineer may retain a set of documents for its files.

4.3 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.

4.4 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.

5.0 SUPPLEMENTARY SERVICES

- The Engineer shall provide, when requested in writing by the Owner, supplementary services not included in the basic services.

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

Such supplementary services may include the following:

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C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents.

D. Any major revisions for which the Engineer is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans, and specifications.

LEGALS from 12B

- E. Services concerning replacement of any work damaged by fire or other causes during construction.
- F. Services made necessary by the default of the contractor in the performance of the construction contract.
- G. Services as an expert witness in connection with court proceedings.
- H. Traffic engineering if necessary.
- I. Topographic and/or boundary survey.
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- K. If all or part of the work is to be financed by a Federal or State Grant, the Engineer shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

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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.

7.0 NOTICE TO PROCEED

The Owner shall notify the Engineer in writing to undertake the services stated in this Agreement, and the Engineer shall commence the services within ten (10) days after receipt of such notification. The work necessary for the completion of each individual project/work task shall be completed within a time period agreed upon (in writing) between the Owner and the Engineer, following the notice to proceed.
If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Engineer shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

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

8.0 PAYMENTS

- 8.1 For performance of Basic Engineering, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the hourly rates in the Proposal and actual time worked and charges incurred. For the various phases the Engineer shall be paid as follows:

Preliminary Design, Final Design, Bidding Assistance, Construction Services and Closeout	\$428,975.00
Resident Project Representative	TBD*

* Scope and cost to be negotiated between parties and authorized by mutual written amendment to the contract.

- 8.2 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, the Owner shall pay Engineer based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.

- 8.3 For Additional Authorized 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 an agreed upon hourly rate(s) between the Owner and Engineer. Payment shall be not-to-exceed based on hourly rates and actual hours worked.

- 8.4 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

- a. A copy of the Owner's written authorization to perform the service.
- b. Timesheets for all hours invoiced.
- c. Invoice copies, logs or other substantiation of non-salary expenses.

- 8.5 When the Engineer's fee is based on a percentage of the construction costs, the fee for basic engineering services will have a maximum limitation of 110-percent and a minimum limitation of 90-percent of the Engineer's opinion of probable construction cost submitted with the final Bidding Documents.

- 8.6 The Engineer's conceptual opinion of probable cost shall initially be used for the determination of interim fees until the final opinion of probable cost is determined for the final Bidding Documents.

- 8.7 For Additional Authorized 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 this Agreement. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice:

- a. 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.
- b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.

- 8.8 For Additional Engineering, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

If, at the completion of the Preliminary or Design Phase, the Engineer does not concur with the construction budget, he shall so notify the Owner, and the Engineer and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Engineer at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 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.
- 11.3 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.
- 11.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Engineer fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Engineer.

12.0 INSURANCE

- 12.1 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 \$1,000,000.00 for one person and not less

than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.

- 12.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.

- 12.3 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.

- 12.4 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.

- 12.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.

- 12.6 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.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

- 14.1 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.

- 14.2 If Engineering Services for project designed by Engineer does not meet those requirements noted herein 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.

- 14.3 The obligations expressed in Section 14 above in no way limit the Engineer's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

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, State of Louisiana, 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.

16.0 OTHER

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

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

WITNESSES:

Rubell C. Champagne
Billy Raymond

WITNESSES:

ST. CHARLES PARISH

Matthew Jewell
By: Matthew Jewell
Parish President

8-11-2020
Date:

ENGINEER

By:

Date:



Reply to Mailing Office

FRANK NICOLADIS, P.E. PRESIDENT
MICHAEL E. NICOLADIS, P.E. SENIOR VICE PRESIDENT
CONSTANTINE F. NICOLADIS, P.E. VICE PRESIDENT
JAMES E. SAMPSON, P.E. VICE PRESIDENT
MICHAEL D. BUISSEAU, JR., ARCHITECT, AIA VICE PRESIDENT
BRUCE J. RICHARDS, AICP, PIV VICE PRESIDENT
DONALD T. WILLIAMS, CPA ASSISTANT VICE PRESIDENT
CHRISTIE D. STIVERS, SAIFS

ESTABLISHED 1985

July 15, 2020

St. Charles Parish Department of
Public Works and Wastewater
100 River Oaks Drive
Destrehan, LA 70047

EMAILED AND MAILED

Attention: Miles Bingham, P.E.
Director

RE: Ormond Oaks Drainage - Project 3
Carriage Canal and Dunleith Canal Improvements
(Structure and Sheet Pile)
St. Charles, Parish, Louisiana
N-Y Job No. 20058

Dear Miles,

Please find enclosed our Fee Proposal for the referenced project consisting of our Conceptual Opinion Of Probable Construction Cost, Basic Fee Calculations utilizing the ASCE Curve, Work Scope and Manhours for basic services and resident inspection, and a Conceptual Plan of the project.

The basic fee calculated from the ASCE Curve with the construction cost of \$6,316,975 is \$428,853. The total fee including resident inspection is \$565,973. Also find enclosed our LADOTD Audited Overhead Rate.

If you have any questions or require any additional information, please contact me.

Very truly yours,

N-Y ASSOCIATES, INC.,

Constantine F. Nicoladis

Constantine F. Nicoladis, P.E.
Vice President

cc

Enclosures

CARRIAGE CANAL AND DUNLEITH CANAL IMPROVEMENTS (STRUCTURE AND SHEET PILE) ST. CHARLES PARISH, LOUISIANA CONCEPTUAL OPINION OF PROBABLE CONSTRUCTION COST					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION (5%)	LUMP	LUMP	\$286,417	\$286,417
2	CONSTRUCTION LAYOUT	LUMP	LUMP	\$7,500	\$7,500
3	CLEARING AND GRUBBING	LUMP	LUMP	\$5,000	\$5,000
4	STEEL SHEET PILE (LENGTH = 40 FEET), PERMANENT	SQUARE FEET	80,320	\$55	\$2,767,600
5	CONCRETE SHEET PILE CAP	LINEAR FEET	1,258	\$300	\$377,400
6	DRAINAGE EXCAVATION	CUBIC YARDS	3,100	\$40	\$124,000
7	REINFORCED CONCRETE BOX - CANAL INTERSECTION STRUCTURE (ASSUMED 2 FT. THICK TOP AND BOTTOM AND 1'-6" THICK WALLS)	CUBIC YARDS	2,289	\$700	\$1,602,300
8	BEDDING, COMPACTED AGGREGATE BASE	SQUARE YARDS	1,600	\$100	\$160,000
9	CHAIN LINK FENCE	LINEAR FEET	1,700	\$34	\$57,800
10	GEOTEXTILE FABRIC	SQUARE YARDS	1,600	\$4	\$6,400
11	GEOTEXTILE	SQUARE YARDS	1,600	\$3	\$4,800
12	HYDROSEEDING	ACRE	2	\$1,000	\$2,000
13	EXCAVATION FOR BOX CULVERT	CUBIC YARDS	515	\$35	\$18,025
14	EMBANKMENT	CUBIC YARDS	271	\$35	\$9,485
15	TRB FOR BOX CULVERT	LUMP	LUMP	\$400,000	\$400,000
16	TEMPORARY EARTHEN DAMS	EACH	5	\$10,000	\$50,000
17	STEEL SHEET PILE CUT OFF WALL FOR BOX CULVERT	SQUARE FEET	1,500	\$55	\$82,500
18	CUT STEEL SHEET PILE FOR EXISTING DRAINAGE PIPES	EACH	2	\$10,000	\$20,000
19	ROCK CHANNEL PROTECTION FOR CANAL BOTTOM AT INLETS AND OUTLET	CUBIC YARDS	220	\$75	\$16,500
SUB TOTAL					\$6,014,782
Contingency 15%					\$902,214
TOTAL CONSTRUCTION COST					\$6,916,976

This cost estimate represents a professional opinion based on currently available information. Actual construction cost may vary significantly from this figure depending upon the time of construction, changed conditions, availability of materials, and other factors beyond the control of the consultant or owner. This figure is not a guaranteed maximum cost.

CARRIAGE CANAL AND DUNLEITH CANAL IMPROVEMENTS
ST. CHARLES PARISH, LOUISIANA

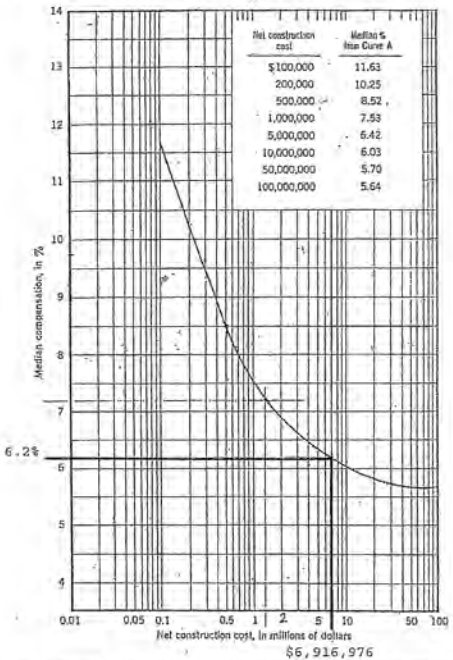


FIG.1.—CURVE A, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY (1989)

$$\$6,916,976 \times 6.2\% = \$428,853$$

CARRIAGE CANAL AND DUNLEITH CANAL IMPROVEMENTS
(STRUCTURE AND SHEET PILE)
ST. CHARLES PARISH, LOUISIANA

Summary of Basic and Supplemental Services

Task 1 - Plans & Specifications					
Principal	8	Hours @	\$295.00	/ Hour =	\$2,360
Project Manager, Senior PE	165	Hours @	\$275.00	/ Hour =	\$45,375
Project Engineer, PE	476	Hours @	\$155.00	/ Hour =	\$73,780
Structural Engineer, PE	341	Hours @	\$175.00	/ Hour =	\$59,675
Senior Engr. Tech. (NICET)	320	Hours @	\$150.00	/ Hour =	\$48,000
CADD Technician	624	Hours @	\$110.00	/ Hour =	\$68,640
Clerical / Admin.	32	Hours @	\$60.00	/ Hour =	\$1,920

Task 1 Fee = \$259,750

Task 2 - Bidding					
Principal	2	Hours @	\$295.00	/ Hour =	\$590
Project Manager, Senior PE	27	Hours @	\$275.00	/ Hour =	\$7,425
Project Engineer, PE	39	Hours @	\$155.00	/ Hour =	\$6,045
Structural Engineer, PE	18	Hours @	\$175.00	/ Hour =	\$3,150
Senior Engr. Tech. (NICET)	6	Hours @	\$150.00	/ Hour =	\$900
CADD Technician	18	Hours @	\$110.00	/ Hour =	\$1,980
Clerical / Admin.	16	Hours @	\$60.00	/ Hour =	\$960

Task 2 Fee = \$21,060

Task 3 - Construction Administration					
Principal	4	Hours @	\$295.00	/ Hour =	\$1,180
Project Manager, Senior PE	107	Hours @	\$275.00	/ Hour =	\$29,425
Project Engineer, PE	320	Hours @	\$155.00	/ Hour =	\$49,600
Structural Engineer, PE	130	Hours @	\$175.00	/ Hour =	\$22,750
Senior Engr. Tech. (NICET)	12	Hours @	\$150.00	/ Hour =	\$1,800
CADD Technician	24	Hours @	\$110.00	/ Hour =	\$2,640
Clerical / Admin.	13	Hours @	\$60.00	/ Hour =	\$780

Task 3 Fee = \$108,175

Total Basic Services Fee (Task 1, 2 & 3) \$428,975.00

CARRIAGE CANAL AND DUNLEITH CANAL IMPROVEMENTS
(STRUCTURE AND SHEET PILE)
ST. CHARLES PARISH, LOUISIANA

Task 4 - Supplemental Services - Resident Inspection Services					
Resident Inspection (hourly allowance)	1714	Hours @	\$80.00	/ Hour =	\$137,120
Total Fee (Tasks 1, 2, 3 & 4)					\$586,095

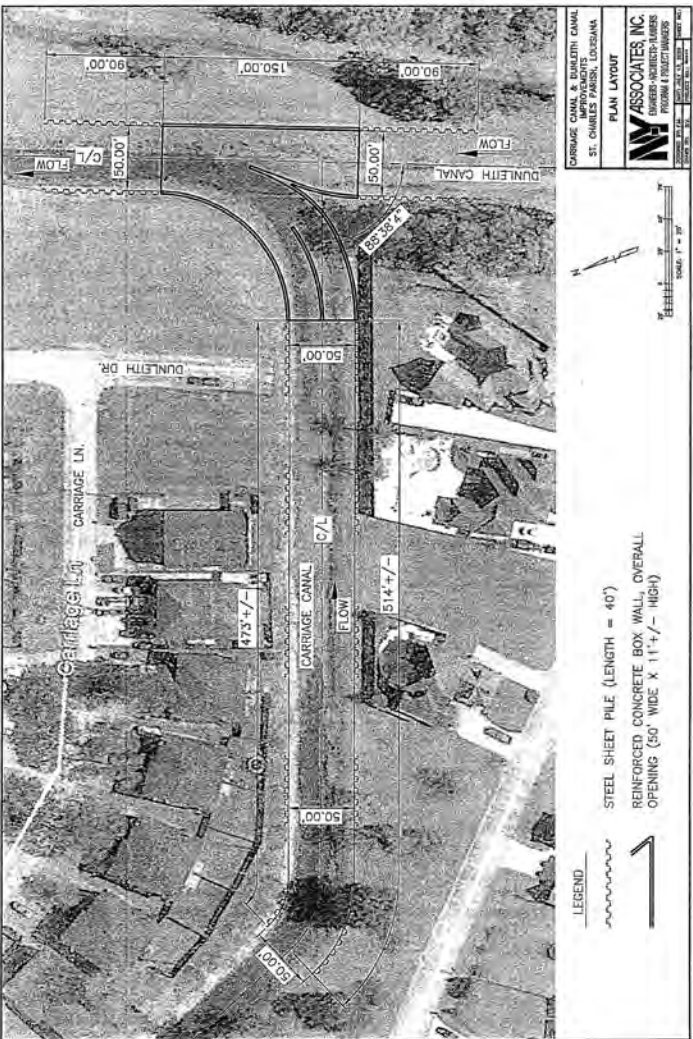
NOTE 1: The minimum lengths and design sections for the steel sheet pile walls will be included in the geotechnical investigation by Eustis Engineering LLC.

NOTE 2: The allowable soil bearing capacity recommendations for bedding and backfill, heave / uplift analysis, and estimation of settlement for the concrete box structure will be included in the geotechnical investigation by Eustis Engineering LLC. The Geotechnical investigation will confirm that a non-pile supported box culvert is acceptable.

NOTE 3: Any required permitting is an additional service.

NOTE 4: A Hydraulic and Hydrology Study of the Canal System will be addressed in the Drainage Master Plan and is not included in this proposal.

NOTE 5: Canal Flows (Q) for the Carriage and Dunleith Canals at the new box culvert with the required inverts and water surface elevations will be provided by the Parish. Also the Drainage Pump Station capacity and pump down elevation will be provided by the Parish.



2020-0233
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 20-8-14
An ordinance to approve and authorize the execution of an engineering services agreement with All South Consulting Engineers, LLC for providing all necessary services for the Canal A Improvements Project (P200704).

WHEREAS, the Ormond area south of the CN Railroad is especially flood prone; and,
WHEREAS, Canal A needs improvements to adequately convey stormwater from south Ormond; and,

WHEREAS, the attached Agreement between St. Charles Parish and All South Consulting Engineers, LLC describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Engineering Services Agreement between St. Charles Parish and All South Consulting Engineers, LLC for services as required by the Department of Public Works is hereby approved and accepted.

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

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

YEAS: FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: BENEDETTO

And the ordinance was declared adopted this 10th day of August, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
CLERK/PARISH PRESIDENT: August 11, 2020
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: August 11, 2020
AT: 3:57pm RECD BY: [Signature]

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the day of , 2020 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 All South Consulting Engineers, LLC 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 Canal A Improvements project as described in Ordinance No. 20-8-14 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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 different phases of the project will be given to the Engineer by the Owner, including Preliminary Design, Final Design, Bidding Assistance and Construction Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Engineer shall at all times during this Agreement maintain a valid Louisiana Engineering License and any other applicable licenses necessary for performance of the Project.

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

2.0 PROJECT

2.1 The Owner hereby contracts with the ENGINEER to perform all necessary professional services in connection with the Project as specified in the attached proposal from All South Consulting Engineers, LLC, dated July 15, 2020 and all other requirements in this Agreement.

2.2 In general, the Project consists of the following major elements:

The project understanding is described in Attachment 1 in the enclosed proposal from Engineer, dated July 15, 2020.

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

3.0 SERVICES OF ENGINEER

3.1 Engineer shall provide 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 may include but may 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 and construction engineering.
- 3.2 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.
- 3.3 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Engineer shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Engineer shall provide basic services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Engineer at project conferences and public hearings.
- 3.6 Preliminary Design Phase:
- 3.6.1 The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria, and initiate acquiring necessary permits. 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.
- 3.6.2 The Design Memorandum will consist minimally of the following sections:
- a. Site Development – project site plan that includes anticipated construction area required and any known servitudes or property owners.
 - b. Hydraulics/hydrology.
 - c. Design criteria including a listing of all standard specifications to be used by type (concrete, piling, steel, roads/foundations, etc.).
 - d. Preliminary drawings –11" x 17" (minimum size).
 - e. The following indexes: Drawings, Division 00 St. Charles Parish Bidding Documents showing revision number, Division 01 St. Charles Parish General Specifications showing revision number, and Divisions 2 through 16 material and equipment specifications, to be used in final design.
 - f. Engineer's preliminary opinion of probable costs.
 - g. Summary of estimated quantities – initial bid schedule.
 - h. Additional data that will be needed such as boundary surveying, topographic surveying, and geotechnical data.
- 3.6.3 The engineer will deliver to owner within 15 days following Preliminary Design authorization, a detailed description (including specifications) and estimated cost of required additional services such as boundary 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 geotechnical firm.
- 3.6.4 Meet with the Owner and presenting findings of the Preliminary Design Report.
- 3.6.5 The Preliminary Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 60 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Preliminary Design.
- a. Two (2) copies of the report for review.
 - b. Once the report has been finalized, submit two (2) copies of the revised report plus one (1) electronic file copy in PDF format.
 - c. Two (2) copies of the drawings (11" x17" minimum).
 - d. Once the drawing review is complete, submit one copy of the revised drawings.
 - e. All files will be titled so as to distinguish between preliminary and final design stages.
- 3.7 Final Design Phase:
- 3.7.1 Prepare for incorporation into the Bidding Documents the 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.
- 3.7.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.
- 3.7.3 Preparing the Project Manual that includes St. Charles Parish's standard front-end documents and Division 1, and the Engineer's technical specifications for review and approval by the Owner (and the Owner's legal and other advisors).
- 3.7.4 Meeting with the Owner and presenting the final design.
- 3.7.5 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 120 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Final Design Phase.
- a. Two (2) copies of the Project Manual for review.
 - b. Once Project Manual has been finalized, submit two (2) stamped copies of the revised document plus one (1) electronic file copy in PDF format.
 - c. Two (2) copies of the drawings – D Size for review.
 - d. 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.
 - e. All files will be titled so as to distinguish between preliminary and final design stages.
- 3.8 Bidding Assistance Phase:
- 3.8.1 Produce Bidding Documents (specifications and 22" by 34" drawings) for each Project for bidding purposes.
- 3.8.2 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.
- 3.8.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 3.8.4 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.
- 3.8.5 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.
- 3.8.6 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 by the Owner.
- 3.9 Construction Services Phase
- 3.9.1 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.
- 3.9.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress.
- 3.9.3 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.
- 3.9.4 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 Services 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 unless otherwise specifically set forth herein. 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.
- 3.9.5 Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents.
- 3.9.6 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 unless provided otherwise herein.
- 3.9.7 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.
- 3.9.8 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).
- 3.9.9 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.
- 3.9.10 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:
- 3.9.10.1 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).
- 3.9.10.1.2 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 unless otherwise specifically set forth herein.
- 3.9.11 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.
- 3.9.12 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).
- 3.9.13 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 additional stamped copies of the Specification and Construction Drawings incorporating addenda items generated during the bid process and/or one (1) electronic file copy of each drawing in AutoCADD format (release 2000 or later) and in PDF format titled to reflect "Construction Drawings" as requested by the Contractor.
- 3.9.14 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.
- 3.9.15 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 this Agreement shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents.
- 3.9.16 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.
- 3.10 Close Out Phase:
- 3.10.1 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".
- 3.10.2 In company with Owner, visit the Project to conduct a Substantial Completion Inspection and 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.
- 3.10.3 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contractor's Contract.

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

- 4.2 Engineer may retain a set of documents for its files.
- 4.3 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.
- 4.4 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.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

- A. Soil investigations.
- B. Laboratory inspection of materials and equipment.
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents.
- D. Any major revisions for which the Engineer is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans, and specifications.
- E. Services concerning replacement of any work damaged by fire or other causes during construction.
- F. Services made necessary by the default of the contractor in the performance of the construction contract.
- G. Services as an expert witness in connection with court proceedings.
- H. Traffic engineering if necessary.
- I. Topographic and/or boundary survey.
- J. Preparation of environmental assessment documents and/or environmental permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Engineer shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

6.0 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.

7.0 NOTICE TO PROCEED

The Owner shall notify the Engineer in writing to undertake the services stated in this Agreement, and the Engineer shall commence the services within ten (10) days after receipt of such notification. The work necessary for the completion of each individual project/work task shall be completed within a time period agreed upon (in writing) between the Owner and the Engineer, following the notice to proceed.

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

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

8.0 PAYMENTS

- 8.1 For performance of Basic Engineering, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the hourly rates in the Proposal and actual time worked and charges incurred. For the various phases the Engineer shall be paid as follows:

Preliminary Design, Final Design, Bidding Assistance,	
Construction Services and Closeout	\$326,452.12
Permitting	\$ 15,000.00
Survey/Geotechnical Coordination	\$ 7,500.00
Resident Project Representative	TBD*

* Scope and cost to be negotiated between parties and authorized by mutual written amendment to the contract.

- 8.2 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, the Owner shall pay Engineer based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.

- 8.3 For Additional Authorized 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 an agreed upon hourly rate(s) between the Owner and Engineer. Payment shall be not-to-exceed based on hourly rates and actual hours worked.

- 8.4 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

- a. A copy of the Owner's written authorization to perform the service.
- b. Timesheets for all hours invoiced.
- c. Invoice copies, logs or other substantiation of non-salary expenses.

- 8.5 When the Engineer's fee is based on a percentage of the construction costs, the fee for basic engineering services will have a maximum limitation of 110-percent and a minimum limitation of 90-percent of the Engineer's opinion of probable construction cost submitted with the final Bidding Documents.

- 8.6 The Engineer's conceptual opinion of probable cost shall initially be used for the determination of interim fees until the final opinion of probable cost is determined for the final Bidding Documents.

- 8.7 For Additional Authorized 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 this Agreement. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice:

- a. 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.
- b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.

- 8.8 For Additional Engineering, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

If, at the completion of the Preliminary or Design Phase, the Engineer does not concur with the construction budget, he shall so notify the Owner, and the Engineer and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Engineer at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.

- 11.2 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.

- 11.3 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.

- 11.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.

- 11.5 Engineer fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.

- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Engineer.

12.0 INSURANCE

- 12.1 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 \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.

- 12.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.

- 12.3 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.

- 12.4 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.

- 12.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.

- 12.6 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.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

- 14.1 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.

- 14.2 If Engineering Services for project designed by Engineer does not meet those requirements noted herein 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.

- 14.3 The obligations expressed in Section 14 above in no way limit the Engineer's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

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, State of Louisiana, 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.

16.0 OTHER

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified withing this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

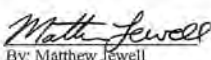
IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:




WITNESSES:

ST. CHARLES PARISH


By: Matthew Jewell
Parish President

8-11-2020
Date:

ENGINEER

By:

Date:



July 15, 2020

Miles Bingham, PE
Director of Public Works / Wastewater
St. Charles Parish
100 River Oaks Drive
Destrehan, LA 70047

RE: Canal A Improvements
All South Design Cost Proposal (rev)

Mr. Bingham,
Per your request, All South Consulting Engineers, Inc (All South) is pleased to provide this design proposal for Canal A and Plantation Road box culvert improvements. As discussed at the pre-design scope meeting and subsequent site visit which both were held on June 30th, this project will include approximately 850' of steel sheetpile canal section along Canal A and a box culvert crossing at Plantation Road. A more detailed scope of work provided by St. Charles Parish Public Works is outlined in Attachment 1.
Based on the above referenced scopes of work, All South has developed an estimated construction cost

of \$4,163,390. The construction cost estimate for referenced scope of work is included as Attachment 2.

All South proposes a not to exceed design fee of \$326,452.12 for the basic services design at the rates in All South's 2020 rate schedule. This proposed basic service fee is a not to exceed design fee for the attached scope of work and corresponds to the State of Louisiana Facility Planning and Control (FP&C) design fee curve. All South's 2020 labor rate sheet and the FP&C design fee curve are included as Attachments 3 and 4.

Additionally, All South is proposing a not to exceed fee for permitting of \$15,000 and Resident Inspection fee of \$156,000. The resident inspection budget is based on a 12-month construction duration.

It is our understanding that St. Charles Parish will be providing Surveying and Geotechnical Investigation for this project, so these services are not included within this proposal. However, All South is proposing

All South Consulting Engineers, L.L.C.

a coordination / review fee of these services provided by others. We propose a not to exceed fee of \$7,500.00 in regards to Geotechnical and Survey coordination.

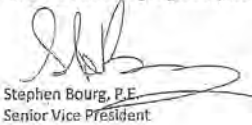
In Summary, All South proposes the below NTE fee amounts per task:

Canal A Improvements - Proposed Design Fees

Task	Design Fee
Basic Services Design	\$ 326,452.12
Permitting	\$ 15,000.00
Survey / Geotechnical Coordination	\$ 7,500.00
Resident Inspection	\$ 156,000.00

If any additional information is required, please contact my office.

Thank you,
All South Consulting Engineers, LLC


Stephen Bourg, P.E.
Senior Vice President

Attachments:

1. Scope of Work
2. Construction Cost Estimate
3. All South 2020 Rate schedule
4. FP&C design fee curve

ATTACHMENT 1

All South Scope
8/30/20 etc.

Canal A Improvements

- The project will provide a concrete box structure under Plantation Road at the nursing home; will widen Canal A by installing sheet pile along both sides of Canal A.
- The project will start 100 feet southwest of Plantation Road in the Ormond Oaks Ditch and will run under Plantation Road into Canal A and then will proceed approximately 850 feet south along Canal A.
- Access to the Ormond Nursing Home must be maintained at all time, which means the Box Structure will need to be built in two phases.
- The Box Structure under Plantation Road will be double barreled with two 6' x 10' cells. The box culvert will need to be designed to provide a sweeping turn in order to better connect the Ormond Oaks Ditch to Canal A. The Box Structure will also need to provide for a connection to the Plantation Ditch which comes from the north.
- The sheet pile wall will be constructed on both sides of Canal A and will tie into the Box Structure being constructed under Plantation Road. The width of the Canal will be 50 feet.
- All intersecting pipes will need to be accommodated in the sheet pile wall. All underground utilities will need to be identified and incorporated into the design of the sheet pile wall.
- A geotechnical report will be needed to determine the bedding for the Box Structure and the sheet pile wall depth.

UNIT	QUANTITY	UNIT PRICE	TOTAL
LS	1	\$250,000.00	\$250,000.00
LS	1	\$50,000.00	\$50,000.00
SV	450	\$15.00	\$6,750.00
SV	300	\$75.00	\$22,500.00
SV	450	\$85.00	\$38,250.00
PF	200	\$250.00	\$50,000.00
EA	4	\$4,000.00	\$16,000.00
LF	300	\$20.00	\$6,000.00
LS	1	\$75,000.00	\$75,000.00
LS	1	\$150,000.00	\$150,000.00
LS	1	\$150,000.00	\$150,000.00
SV	450	\$15.00	\$6,750.00
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EA	4	\$4,000.00	\$16,000.00
LF	300	\$20.00	\$6,000.00
LS	1	\$75,000.00	\$75,000.00
LS	1	\$150,000.00	\$150,000.00
LS	1	\$150,000.00	\$150,000.00
SV	450	\$15.00	\$6,750.00
SV	300	\$75.00	\$22,500.00
SV	450	\$85.00	\$38,250.00
PF	200	\$250.00	\$50,000.00
EA	4	\$4,000.00	\$16,000.00
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SV	450	\$85.00	\$38,250.00
PF	200	\$250.00	\$50,000.00
EA	4	\$4,000.00	\$16,000.

- 3.1 Engineer shall provide 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 may include but may 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 and construction engineering.
- 3.2 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.
- 3.3 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Engineer shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Engineer shall provide basic services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Engineer at project conferences and public hearings.
- 3.6 Preliminary Design Phase:

3.6.1 The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria, and initiate acquiring necessary permits. 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.

3.6.2 The Design Memorandum will consist minimally of the following sections:

a. Site Development – project site plan that includes anticipated construction area required and any known servitudes or property owners.

b. Hydraulics/hydrology.

c. Design criteria including a listing of all standard specifications to be used by type (concrete, piling, steel, roads/foundations, etc.).

d. Preliminary drawings – 11" x 17" (minimum size).

e. The following indexes: Drawings, Division 00 St. Charles Parish Bidding Documents showing revision number, Division 01 St. Charles Parish General Specifications showing revision number, and Divisions 2 through 16 material and equipment specifications, to be used in final design.

f. Engineer's preliminary opinion of probable costs.

g. Summary of estimated quantities – initial bid schedule.

h. Additional data that will be needed such as boundary surveying, topographic surveying, and geotechnical data.

3.6.3 The engineer will deliver to owner within 15 days following Preliminary Design authorization, a detailed description (including specifications) and estimated cost of required additional services such as boundary 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 geotechnical firm.

3.6.4 Meet with the Owner and presenting findings of the Preliminary Design Report.

3.6.5 The Preliminary Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 60 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Preliminary Design.

a. Two (2) copies of the report for review.

b. Once the report has been finalized, submit two (2) copies of the revised report plus one (1) electronic file copy in PDF format.

c. Two (2) copies of the drawings (11" x 17" minimum).

d. Once the drawing review is complete, submit one copy of the revised drawings.

e. All files will be titled so as to distinguish between preliminary and final design stages.
- 3.7 Final Design Phase:

3.7.1 Prepare for incorporation into the Bidding Documents the 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.

3.7.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.

3.7.3 Preparing the Project Manual that includes St. Charles Parish's standard front-end documents and Division 1, and the Engineer's technical specifications for review and approval by the Owner (and the Owner's legal and other advisors).

3.7.4 Meeting with the Owner and presenting the final design.

3.7.5 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 120 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Final Design Phase.

a. Two (2) copies of the Project Manual for review.

b. Once Project Manual has been finalized, submit two (2) stamped copies of the revised document plus one (1) electronic file copy in PDF format.

c. Two (2) copies of the drawings – D Size for review.

d. 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.

e. All files will be titled so as to distinguish between preliminary and final design stages.
- 3.8 Bidding Assistance Phase:

3.8.1 Produce Bidding Documents (specifications and 22" by 34" drawings) for each Project for bidding purposes.

3.8.2 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.

3.8.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

3.8.4 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.

3.8.5 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.

3.8.6 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 by the Owner.
- 3.9 Construction Services Phase

3.9.1 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.

3.9.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor while it is in progress.

3.9.3 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.
- 3.9.4 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 Services 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 unless otherwise specifically set forth herein. 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.
- 3.9.5 Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents.
- 3.9.6 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 unless provided otherwise herein.
- 3.9.7 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.
- 3.9.8 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).
- 3.9.9 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.
- 3.9.10 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:

3.9.10.1 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).

3.9.10.2 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 unless otherwise specifically set forth herein.

3.9.11 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.

3.9.12 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).

3.9.13 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 additional stamped copies of the Specification and Construction Drawings incorporating addenda items generated during the bid process and/or one (1) electronic file copy of each drawing in AutoCADD format (release 2000 or later) and in PDF format titled to reflect "Construction Drawings" as requested by the Contractor.

3.9.14 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.

3.9.15 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 this Agreement shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents.

3.9.16 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.

3.10 Close Out Phase:

3.10.1 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".

3.10.2 In company with Owner, visit the Project to conduct a Substantial Completion Inspection and 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.

3.10.3 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contractor's Contract.

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 Engineer may retain a set of documents for its files.
- 4.3 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.
- 4.4 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.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

- A. Soil investigations.
- B. Laboratory inspection of materials and equipment.
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents.
- D. Any major revisions for which the Engineer is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans, and specifications.
- E. Services concerning replacement of any work damaged by fire or other causes during construction.
- F. Services made necessary by the default of the contractor in the performance of the construction contract.
- G. Services as an expert witness in connection with court proceedings.
- H. Traffic engineering if necessary.
- I. Topographic and/or boundary survey.
- J. Preparation of environmental assessment documents and/or environmental permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Engineer shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

6.0 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.

7.0 NOTICE TO PROCEED

The Owner shall notify the Engineer in writing to undertake the services stated in this Agreement, and the Engineer shall commence the services within ten (10) days after receipt of such notification. The work necessary for the completion of each individual project/work task shall be completed within a time period agreed upon (in writing) between the Owner and the Engineer, following the notice to proceed.

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

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

8.0 PAYMENTS

- 8.1 For performance of Basic Engineering, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the hourly rates in Exhibit A, Pages 1 and 2, and actual time worked and charges incurred. For the various phases the Engineer shall be paid as follows:

Preliminary Design, Final Design, Bidding Assistance,	
Construction Services and Closeout	\$321,898.66
Resident Project Representative	TBD*

* Scope and cost to be negotiated between parties and authorized by mutual written amendment to the contract.

- 8.2 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, the Owner shall pay Engineer based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.
- 8.3 For Additional Authorized 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 an agreed upon hourly rate(s) between the Owner and Engineer. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.4 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

a. A copy of the Owner's written authorization to perform the service.

b. Timesheets for all hours invoiced.

c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.5 When the Engineer's fee is based on a percentage of the construction costs, the fee for basic engineering services will have a maximum limitation of 110-percent and a minimum limitation of 90-percent of the Engineer's opinion of probable construction cost submitted with the final Bidding Documents.
- 8.6 The Engineer's conceptual opinion of probable cost shall initially be used for the determination of interim fees until the final opinion of probable cost is determined for the final Bidding Documents.
- 8.7 For Additional Authorized 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 this Agreement. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice:

a. 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.

b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Additional Engineering, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

If, at the completion of the Preliminary or Design Phase, the Engineer does not concur with the construction budget, he shall so notify the Owner, and the Engineer and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Engineer at no additional cost

to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 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.
- 11.3 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.
- 11.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Engineer fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Engineer.

12.0 INSURANCE

- 12.1 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 \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 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.
- 12.4 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.
- 12.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.6 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.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

- 14.1 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.
- 14.2 If Engineering Services for project designed by Engineer does not meet those requirements noted herein 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.
- 14.3 The obligations expressed in Section 14 above in no way limit the Engineer's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

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, State of Louisiana, 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.

16.0 OTHER

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

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

WITNESSES:

Reckell Champagne
Billy Raymond

WITNESSES:

ST. CHARLES PARISH

Matthew Jewell
By: Matthew Jewell
Parish President

8-11-2020
Date:

ENGINEER

By:

Date:



Ground Data Drainage Improvements - Project #5					
202-02-00000	Removal of Street Pile	LIFT	\$100.00	250	\$25,000.00
203-02-00000	Driveway Excavation	COPY	\$15.00	5,000	\$94,000.00
203-04-00000	Neoclastic Embankment (Slope) - Hardening	COPY	\$45.00	3,700	\$168,500.00
203-06-00000	Geotextile Fabric	COPY	\$2.00	35,000	\$1,100,000.00
227-03-00000	Mitigation	LIFT		5M	\$200,000.00
300-03-00000	Permanant Sealing (Slope)	COPY	\$60.00	3,500	\$210,000.00
303-03-00000	Temporary Sealing (Slope)	COPY	\$30.00	14,500	\$270,000.00
305-03-00000	Class A1 Concrete	COPY	\$1,000.00	2,375	\$2,375,000.00
306-03-00000	Deformed Reinforcing Steel	LS	\$1.25	200,000	\$350,000.00
	Sink Total				\$3,905,500.00
	Contingency			5%	\$536,275.00
	Total Estimated Construction Cost				\$4,441,775.00

[illegible]

Gulf Engineers & Constructors

GENERAL INFORMATION										FINANCIAL INFORMATION										OPERATIONAL INFORMATION										COMMENTS									
PROJECT INFORMATION					BUDGET INFORMATION					ACTUAL INFORMATION					PERFORMANCE INFORMATION					RISK INFORMATION					STATUS INFORMATION														
PROJECT NAME	PROJECT ID	PROJECT TYPE	PROJECT STATUS	PROJECT START DATE	PROJECT END DATE	BUDGET TYPE	BUDGET AMOUNT	BUDGET CURRENCY	BUDGET UNIT	ACTUAL TYPE	ACTUAL AMOUNT	ACTUAL CURRENCY	ACTUAL UNIT	PERFORMANCE TYPE	PERFORMANCE AMOUNT	PERFORMANCE CURRENCY	PERFORMANCE UNIT	RISK TYPE	RISK AMOUNT	RISK CURRENCY	RISK UNIT	STATUS TYPE	STATUS AMOUNT	STATUS CURRENCY	STATUS UNIT														
Project A	101	Construction	Completed	2020-01-01	2020-12-31	Fixed	1000000	USD	1000000	Actual	1000000	USD	1000000	Performance	1000000	USD	1000000	Low	1000000	USD	1000000	On Track	1000000	USD	1000000														
Project B	102	Software Development	In Progress	2020-03-01	2021-03-31	Fixed	500000	USD	500000	Actual	450000	USD	450000	Performance	450000	USD	450000	Medium	450000	USD	450000	Delayed	450000	USD	450000														
Project C	103	Marketing Campaign	Planned	2021-01-01	2021-12-31	Fixed	200000	USD	200000	Actual	0	USD	0	Performance	0	USD	0	Low	0	USD	0	Not Started	0	USD	0														
Project D	104	Research & Development	Completed	2019-01-01	2019-12-31	Fixed	300000	USD	300000	Actual	300000	USD	300000	Performance	300000	USD	300000	Low	300000	USD	300000	On Track	300000	USD	300000														
Project E	105	Infrastructure Development	In Progress	2020-06-01	2022-05-31	Fixed	1500000	USD	1500000	Actual	1200000	USD	1200000	Performance	1200000	USD	1200000	High	1200000	USD	1200000	Delayed	1200000	USD	1200000														
Project F	106	Human Resources Management	Completed	2018-01-01	2018-12-31	Fixed	100000	USD	100000	Actual	100000	USD	100000	Performance	100000	USD	100000	Low	100000	USD	100000	On Track	100000	USD	100000														
Project G	107	Legal & Compliance	Completed	2017-01-01	2017-12-31	Fixed	50000	USD	50000	Actual	50000	USD	50000	Performance	50000	USD	50000	Low	50000	USD	50000	On Track	50000	USD	50000														
Project H	108	IT Support & Maintenance	Completed	2016-01-01	2016-12-31	Fixed	75000	USD	75000	Actual	75000	USD	75000	Performance	75000	USD	75000	Low	75000	USD	75000	On Track	75000	USD	75000														
Project I	109	Product Development	In Progress	2020-09-01	2021-08-31	Fixed	400000	USD	400000	Actual	350000	USD	350000	Performance	350000	USD	350000	Medium	350000	USD	350000	Delayed	350000	USD	350000														
Project J	110	Customer Support & Training	Completed	2019-06-01	2019-11-30	Fixed	150000	USD	150000	Actual	150000	USD	150000	Performance	150000	USD	150000	Low	150000	USD	150000	On Track	150000	USD	150000														
Project K	111	Supply Chain Management	In Progress	2020-04-01	2021-03-31	Fixed	600000	USD	600000	Actual	550000	USD	550000	Performance	550000	USD	550000	Medium	550000	USD	550000	Delayed	550000	USD	550000														
Project L	112	Quality Assurance & Testing	Completed	2018-03-01	2018-11-30	Fixed	250000	USD	250000	Actual	250000	USD	250000	Performance	250000	USD	250000	Low	250000	USD	250000	On Track	250000	USD	250000														
Project M	113	Business Development & Sales	In Progress	2020-07-01	2021-06-30	Fixed	350000	USD	350000	Actual	300000	USD	300000	Performance	300000	USD	300000	Medium	300000	USD	300000	Delayed	300000	USD	300000														
Project N	114	Operations & Logistics	Completed	2017-06-01	2017-12-31	Fixed	180000	USD	180000	Actual	180000	USD	180000	Performance	180000	USD	180000	Low	180000	USD	180000	On Track	180000	USD	180000														
Project O	115	Finance & Accounting	Completed	2016-03-01	2016-12-31	Fixed	120000	USD	120000	Actual	120000	USD	120000	Performance	120000	USD	120000	Low	120000	USD	120000	On Track	120000	USD	120000														
Project P	116	Customer Relationship Management	In Progress	2020-08-01	2021-07-31	Fixed	280000	USD	280000	Actual	230000	USD	230000	Performance	230000	USD	230000	Medium	230000	USD	230000	Delayed	230000	USD	230000														
Project Q	117	Product Marketing & Sales	Completed	2019-04-01	2019-10-31	Fixed	160000	USD	160000	Actual	160000	USD	160000	Performance	160000	USD	160000	Low	160000	USD	160000	On Track	160000	USD	160000														
Project R	118	Supply Chain Optimization	In Progress	2020-05-01	2021-04-30	Fixed	320000	USD	320000	Actual	270000	USD	270000	Performance	270000	USD	270000	Medium	270000	USD	270000	Delayed	270000	USD	270000														
Project S	119	Customer Service & Support	Completed	2018-02-01	2018-11-30	Fixed	140000	USD	140000	Actual	140000	USD	140000	Performance	140000	USD	140000	Low	140000	USD	140000	On Track	140000	USD	140000														
Project T	120	Product Development & Testing	In Progress	2020-02-01	2021-01-31	Fixed	260000	USD	260000	Actual	210000	USD	210000	Performance	210000	USD	210000	Medium	210000	USD	210000	Delayed	210000	USD	210000														
Project U	121	Customer Support & Training	Completed	2019-05-01	2019-12-31	Fixed	170000	USD	170000	Actual	170000	USD	170000	Performance	170000	USD	170000	Low	170000	USD	170000	On Track	170000	USD	170000														
Project V	122	Supply Chain Management	In Progress	2020-01-01	2021-01-31	Fixed	290000	USD	290000	Actual	240000	USD	240000	Performance	240000	USD	240000	Medium	240000	USD	240000	Delayed	240000	USD	240000														
Project W	123	Product Development & Testing	Completed	2018-04-01	2018-12-31	Fixed	130000	USD	130000	Actual	130000	USD	130000	Performance	130000	USD	130000	Low	130000	USD	130000	On Track	130000	USD	130000														
Project X	124	Customer Service & Support	In Progress	2020-03-01	2021-02-28	Fixed	270000	USD	270000	Actual	220000	USD	220000	Performance	220000	USD	220000	Medium	220000	USD	220000	Delayed	220000	USD	220000														
Project Y	125	Supply Chain Optimization	Completed	2019-03-01	2019-11-30	Fixed	150000	USD	150000	Actual	150000	USD	150000	Performance	150000	USD	150000	Low	150000	USD	150000	On Track	150000	USD	150000														
Project Z	126	Product Development & Testing	In Progress	2020-04-01	2021-03-31	Fixed	310000	USD	310000	Actual	260000	USD	260000	Performance	260000	USD	260000	Medium	260000	USD	260000	Delayed	260000	USD	260000														
Project AA	127	Customer Support & Training	Completed	2018-05-01	2018-12-31	Fixed	160000	USD	160000	Actual	160000	USD	160000	Performance	160000	USD	160000	Low	160000	USD	160000	On Track	160000	USD	160000														
Project AB	128	Supply Chain Management	In Progress	2020-02-01	2021-01-31	Fixed	280000	USD	280000	Actual	230000	USD	230000	Performance	230000	USD	230000	Medium	230000	USD	230000	Delayed	230000	USD	230000														
Project AC	129	Product Development & Testing	Completed	2019-02-01	2019-11-30	Fixed	140000	USD	140000	Actual	140000	USD	140000	Performance	140000	USD	140000	Low	140000	USD	140000	On Track	140000	USD	140000														
Project AD	130	Customer Service & Support	In Progress	2020-01-01	2021-01-31	Fixed	250000	USD	250000	Actual	200000	USD	200000	Performance	200000	USD	200000	Medium	200000	USD	200000	Delayed	200000	USD	200000														
Project AE	131	Supply Chain Optimization	Completed	2018-01-01	2018-12-31	Fixed	110000	USD	110000	Actual	110000	USD	110000	Performance	110000	USD	110000	Low	110000	USD	110000	On Track	110000	USD	110000														
Project AF	132	Product Development & Testing	In Progress	2020-01-01	2021-01-31	Fixed	300000	USD	300000	Actual	250000	USD	250000	Performance	250000	USD	250000	Medium	250000	USD	250000	Delayed	250000	USD	250000														
Project AG	133	Customer Support & Training	Completed	2019-01-01	2019-12-31	Fixed	130000	USD	130000	Actual	130000	USD	130000	Performance	130000	USD	130000	Low	130000	USD	130000	On Track	130000	USD	130000														
Project AH	134	Supply Chain Management	In Progress	2020-01-01	2021-01-31	Fixed	290000	USD	290000	Actual	240000	USD	240000	Performance	240000	USD	240000	Medium	240000	USD	240000	Delayed	240000	USD	240000														
Project AI	135	Product Development & Testing	Completed	2018-01-01	2018-12-31	Fixed	120000	USD	120000	Actual	120000	USD	120000	Performance	120000	USD	120000	Low	120000	USD	120000	On Track	120000	USD	120000														
Project AJ	136	Customer Service & Support	In Progress	2020-01-01	2021-01-31	Fixed	260000	USD	260000	Actual	210000	USD	210000	Performance	210000	USD	210000	Medium	210000	USD	210000	Delayed	210000	USD	210000														
Project AK	137	Supply Chain Optimization	Completed	2019-01-01	2019-12-31	Fixed	110000	USD	110000	Actual	110000	USD	110000	Performance	110000	USD	110000	Low	110000	USD	110000	On Track	110000	USD	110000														
Project AL	138	Product Development & Testing	In Progress	2020-01-01	2021-01-31	Fixed	310000	USD	310000	Actual	260000	USD	260000	Performance	260000	USD	260000	Medium	260000	USD	260000	Delayed	260000	USD	260000														
Project AM	139	Customer Support & Training	Completed	2018-01-01	2018-12-31	Fixed	140000	USD	140000	Actual	140000	USD	140000	Performance	140000	USD	140000	Low	140000	USD	140000	On Track	140000	USD	140000														
Project AN	140	Supply Chain Management	In Progress	2020-01-01	2021-01-31	Fixed	280000	USD	280000	Actual	230000	USD	230000	Performance	230000	USD	230000	Medium	230000	USD	230000	Delayed	230000	USD	230000														
Project AO	141	Product Development & Testing	Completed	2019-01-01	2019-12-31	Fixed	130000	USD	130000	Actual	130000	USD	130000	Performance	130000	USD	130000	Low	130000	USD	130000	On Track	130000	USD	130000														
Project AP	142	Customer Service & Support	In Progress	2020-01-01	2021-01-31	Fixed	270000	USD	270000	Actual	220000	USD	220000	Performance	220000	USD	220000	Medium	220000	USD	220000	Delayed	220000	USD	220000														
Project AQ	143	Supply Chain Optimization	Completed	2018-01-01	2018-12-31	Fixed	120000	USD	120000	Actual	120000	USD	120000	Performance	120000	USD	120000	Low	120000	USD	120000	On Track	120000	USD	120000														
Project AR	144	Product Development & Testing	In Progress	2020-01-01	2021-01-31	Fixed	320000	USD	320000	Actual	270000	USD	270000	Performance	270000	USD	270000	Medium	270000	USD	270000	Delayed	270000	USD	270000														
Project AS	145	Customer Support & Training	Completed	2019-01-01	2019-12-31	Fixed	150000	USD	150000	Actual	150000	USD	150000	Performance	150000	USD	150000	Low	150000	USD	150000	On Track	150000	USD	150000														
Project AT	146	Supply Chain Management	In Progress	2020-01-01	2021-01-31	Fixed	290000	USD	290000	Actual	240000	USD	240000	Performance	240000	USD	240000	Medium	240000	USD	240000	Delayed	240000	USD	240000														
Project AU	147	Product Development & Testing	Completed	2018-01-01	2018-12-31	Fixed	130000	USD	130000	Actual	130000	USD	130000	Performance	130000	USD	130000	Low	130000	USD	130000	On Track	130000	USD	130000														
Project AV	148	Customer Service & Support	In Progress	2020-01-01	2021-01-31	Fixed	260000	USD	260000	Actual	210000	USD	210000	Performance	210000	USD	210000	Medium	210000	USD	210000	Delayed	210000	USD	210000														
Project AW	149	Supply Chain Optimization	Completed	2019-01-01	2019-12-31	Fixed	110000	USD	110000	Actual	110000	USD	110000	Performance	110000	USD	110000	Low	110000	USD	110000	On Track	110000	USD	110000														
Project AX	150	Product Development & Testing	In Progress	2020-01-01	2021-01-31	Fixed	310000	USD	310000	Actual	260000	USD	260000	Performance	260000	USD	260000	Medium	260000	USD	260000	Delayed	260000	USD	260000														
Project AY	151	Customer Support & Training	Completed	2018-01-01	2018-12-31	Fixed	140000	USD	140000	Actual	140000	USD	140000	Performance	140000	USD	140000	Low	140000	USD	140000	On Track	140000	USD	140000														
Project AZ	152	Supply Chain Management	In Progress	2020-01-01	2021-01-31	Fixed	280000	USD	280000																														

PECAN BAYOU REAL ESTATE, LLC further declared unto me that it has caused that

portion of the above property designated as PECAN BAYOU SUBDIVISION on the survey by Stephen P. Flynn, PLS, dated June 11, 2020, to be laid out in lots on the plan of survey and/or resubdivision referred to above, a copy of which is attached and made part hereof; and

PECAN BAYOU REAL ESTATE, LLC further declared unto me, Notary, that on the aforesaid plan of resubdivision it has laid out certain streets within PECAN BAYOU SUBDIVISION which are named and identified in accordance with the annexed plan of Stephen P. Flynn, PLS, dated June 11, 2020, as Oak Street and Butternut Street. Also by this Act, PECAN BAYOU REAL ESTATE LLC does hereby create the streets identified below including the portion thereof dedicated as being a part of PECAN BAYOU SUBDIVISION, the description of which streets are as follows, to-wit:

That piece or portion of ground being Oak Street and Butternut Street of Pecan Bayou Subdivision. Situated in Section 26, T-13-S, R-20-E, Hahaville, St. Charles Parish, Louisiana per a subdivision plat entitled "Final Plan Pecan Bayou Subdivision" by Stephen P. Flynn, P.L.S., dated June 11, 2020, and being more fully described as follows:

Commence at a point being the southwest intersection of Hickory Street and Oak Street.

Thence proceed in a southwesterly direction along the south right of way of Oak Street being the north line of Lot 3, Block 5, Pecan Grove Subdivision a bearing of S68°20'27"W a distance of 110.00' to a point;

The Point of Beginning

Thence continue in a southwesterly direction along the south right of way of Oak Street being the north line of Lots 1B, 2B, 3B, 4B & 5B, Block 7, Pecan Bayou Subdivision a bearing of S68°20'27"W a distance of 430.00' to a point;

Thence proceed in a northwesterly direction along the west right of way of Butternut Street being the east line of Pecan Bayou Commercial & Lot 1, Block 9, Pecan Bayou Subdivision a bearing of N21°39'33"W a distance of 235.40' to a point;

Thence proceed in a northeasterly direction along the north right of way of Butternut Street being the south line of Land of Aquarius Subdivision a bearing of N61°44'57"E a distance of 50.33' to a point;

Thence proceed in a southeasterly direction along the east right of way of Butternut Street being the west line of Lots 5A & 4A, Block 8, Pecan Bayou Subdivision a bearing of S21°39'33"E a distance of 191.18' to a point;

Thence proceed in a northeasterly direction along the north right of way of Oak Street being the south line of Lots 4A, 3A, 2A & 1A Block 8, Pecan Bayou Subdivision a bearing of N68°20'27"E a distance of 380.00' to a point;

Thence proceed in a southeasterly direction along the existing east right of way of Oak Street a bearing of S21°39'33"E a distance of 50.00' to a point;

The Point of Beginning

The said appearer further declared unto me, Notary, that under the covenants, conditions, and stipulations hereinafter recited it does, by these presents, dedicate in fee simple title to St. Charles Parish, including the property identified as Oak Street and Butternut Street hereinabove described to St. Charles Parish and does hereby grant the various servitudes for utility and drainage purposes, all as shown on the annexed plan by Stephen P. Flynn, PLS, dated June 11, 2020, to the public use, unto and in favor of the Parish of St. Charles, the inhabitants of the Parish of St. Charles, and to the public in general.

The said appearer further declared unto me; Notary that the aforesaid dedication and grant of servitudes are subject to all of the following terms and conditions, to-wit:

1. The dedication of the fee ownership of the property covered by the streets identified hereinabove as Oak Street and Butternut Street, only as far as said streets are located within the PECAN BAYOU SUBDIVISION.
2. The herein grant of the various servitudes for utility and drainage purposes shall constitute the granting only of a right of use being a limited personal servitude in favor of St. Charles Parish.
3. The appearer does hereby reserve all rights of ownership to all of the oil, gas and other minerals in, on and under the property covered and affected by the aforesaid dedication of PECAN BAYOU SUBDIVISION, and the utility and drainage servitudes granted herein. In that connection the appearer does however, agree to prohibit the use of any part of the surface of any of the property covered by Oak Street and Butternut Street and the servitudes granted herein with respect to the exploration, development or production of minerals pursuant to this reservation. This reservation is made in accordance with the appearer's plan and intention to impose a restriction on the entire subdivision against any use of the surface of any lot for the exploration, development, or production of minerals.
4. The herein dedication of the streets and grant of servitudes for utility and drainage purposes are made by the appearer without any warranty whatsoever, except as provided herein.
5. Appearer warrants that all servitudes and streets have been placed within the servitudes granted herein.
6. The Parish binds and obligates itself not to use the property dedicated herein for street purposes in any manner which would be inconsistent with or detrimental to such use as a public street. The Parish further binds and obligates itself to use the utility and drainage servitudes granted herein only for utility and drainage purposes.
7. This dedication and grant are conditioned upon St. Charles Parish maintaining and policing the streets dedicated herein and maintaining the various utility and drainage facilities within the various utility and drainage servitude areas.
8. The grant herein of various servitudes for utility and drainage purposes is not exclusive and the appearer reserves the right to use or grant any other rights with respect to said property not inconsistent with the aforesaid servitude grants. The aforesaid grants of servitude for utility and drainage purposes shall not be utilized so as to unreasonably interfere with or impair ingress and egress from the street dedicated herein to any of the lots in the PECAN BAYOU SUBDIVISION.
9. The dedication and grant made herein are made subject to any existing servitudes affecting the PECAN BAYOU SUBDIVISION, such as by way of illustration but not limitation, pipeline servitudes and levees.
10. The herein dedication and grant shall inure to the benefit of St. Charles Parish or any successor governmental body of St. Charles Parish, which shall be bound by all of the terms and conditions hereof.
11. Appearer warrants that the herein dedication of the street and grant of servitudes are free of any liens and/or encumbrances and that no lots in PECAN BAYOU SUBDIVISION have been sold or alienated prior to the date hereof.

AND NOW, to these presents, personally came and intervened:

ST. CHARLES PARISH, herein appearing through Matthew Jewell, Parish President, duly authorized by virtue of Ordinance of said Parish adopted on August 11, 2020, a certified copy of which is annexed hereto and made part hereof.

and said St. Charles Parish does hereby accept, approve and ratify the herein dedication and grant under all of the terms and conditions as contained hereinabove, and does also hereby acknowledge that the construction of the streets in said subdivision dedicated herein has been satisfactorily completed in accordance with all requirements, and that all water, utility and drainage facilities in

PECAN BAYOU SUBDIVISION have been likewise satisfactorily completed in accordance with all requirements, and St. Charles Parish does hereby accept the said street and water, utility and drainage facilities and assumes the maintenance thereof.

THUS DONE AND PASSED, in triplicate originals, in my office on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

PECAN BAYOU REAL ESTATE, LLC

BY:

NAME: Jason Melancon

JEFFREY MELANCON

NAME: Arlene Waterman

NOTARY PUBLIC Charles K. Chauvin #27403

THUS DONE AND PASSED, in triplicate originals, in my office on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

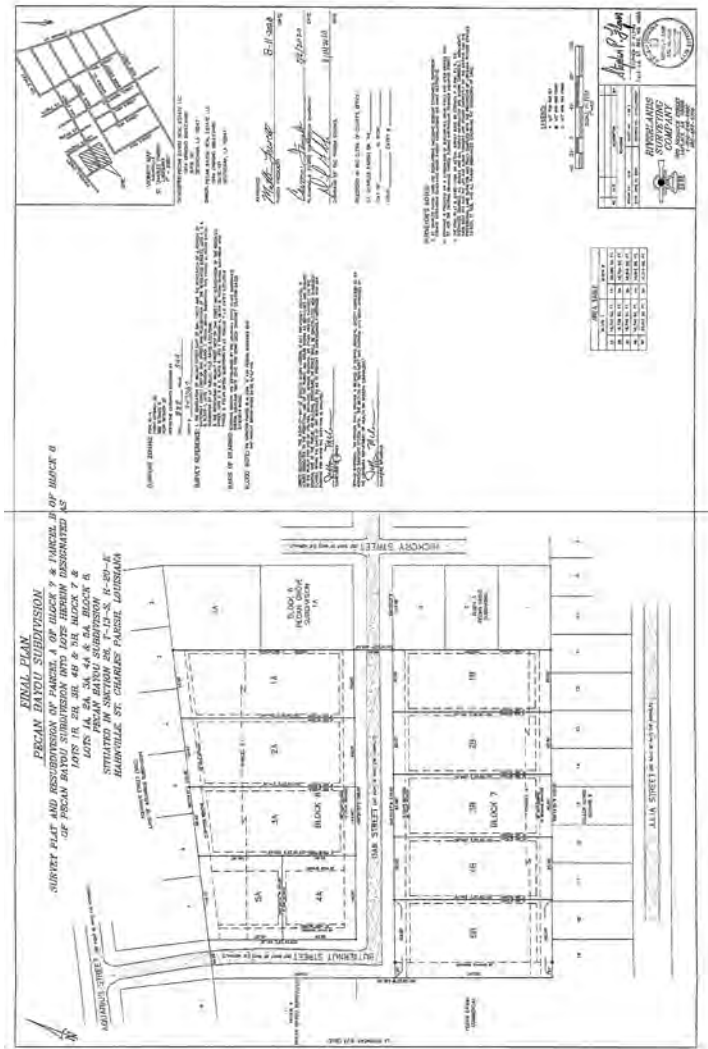
ST. CHARLES PARISH
BY:

NAME:

MATTHEW JEWELL
PARISH PRESIDENT

NAME:

NOTARY PUBLIC



2020-0236

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 20-8-17

An ordinance to approve and authorize the execution of an engineering services agreement with Eustis Engineering, LLC for providing all necessary geotechnical services for Ormond drainage improvements projects (P200709).

WHEREAS, the Ormond area south of the CN Railroad is especially flood prone; and,
WHEREAS, various drainage improvements projects are needed to adequately convey stormwater from south Ormond; and,
WHEREAS, geotechnical services are required to determine soil conditions for these drainage improvements projects; and,
WHEREAS, the attached Agreement between St. Charles Parish and Eustis Engineering, LLC describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Engineering Services Agreement between St. Charles Parish and Eustis Engineering, LLC for services as required by the Department of Public Works is hereby approved and accepted.

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

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

YEAS: FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE,
BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: BENEDETTO

And the ordinance was declared adopted this 10th day of August, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
CLVD/PARISH PRESIDENT: August 11, 2020
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]
RETO/SECRETARY: August 11, 2020
AT: 3:57 PM RECD BY: [Signature]

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the 10th day of August, 2020 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 Eustis Engineering, LLC 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 geotechnical engineering services for the Ormond Projects as described in Ordinance No. 20-8-17 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Engineer shall at all times during this Agreement maintain a valid Louisiana Engineering License and any other applicable licenses necessary for performance of the Project.

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

2.0 PROJECT

2.1 The Owner hereby contracts with the ENGINEER to perform all necessary professional services in connection with the Project as specified in the attached proposal from Engineer, dated July 6, 2020 and all other requirements in this Agreement.

2.2 In general, the Project consists of the following major elements:

The project understanding is described in the enclosed proposal from Engineer, dated July 6, 2020.

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

3.0 SERVICES OF ENGINEER

3.1 Engineer shall provide 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 may include but may not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary geotechnical engineering.

3.2 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.

3.3 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.

3.4 Engineer shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.

3.5 Engineer shall provide basic services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Engineer at project conferences and public hearings.

3.6 Geotechnical Engineering:

3.6.1 The Geotechnical Engineering Report will summarize the process and design criteria. The document will be used in the development of design plans and specifications and will serve as a guide by designers and other interested parties.

3.6.2 The Geotechnical Engineering Report will consist of the items described in Engineer's July 6, 2020 proposal.

3.6.3 The engineer will deliver two paper copies and one PDF file of the Geotechnical Engineering Report to Owner within 30 days following authorization.

3.6.4 Meet with the Owner and presenting findings of the Geotechnical Engineering Report.

4.0 OWNERSHIP OF DOCUMENTS

4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

4.2 Engineer may retain a set of documents for its files.

4.3 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.

4.4 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.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

A. Soil investigations.

B. Laboratory inspection of materials and equipment.

C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents.

D. Any major revisions for which the Engineer is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans, and specifications.

E. Services concerning replacement of any work damaged by fire or other causes during construction.

F. Services made necessary by the default of the contractor in the performance of the construction contract.

G. Services as an expert witness in connection with court proceedings.

H. Traffic engineering if necessary.

I. Topographic and/or boundary survey.

J. Preparation of environmental assessment documents and/or environmental permits

K. If all or part of the work is to be financed by a Federal or State Grant, the Engineer shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

6.0 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.

7.0 NOTICE TO PROCEED

The Owner shall notify the Engineer in writing to undertake the services stated in this Agreement, and the Engineer shall commence the services within ten (10) days after receipt of such notification. The work necessary for the completion of each individual project/work task shall be completed within a time period agreed upon (in writing) between the Owner and the Engineer, following the notice to proceed.

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

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

8.0 PAYMENTS

8.1 For performance of Basic Engineering, the Owner shall authorize and pay the Engineer a lump sum fee of \$61,800.00.

8.2 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, the Owner shall pay Engineer based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.

8.3 For Additional Authorized 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 an agreed upon hourly rate(s) between the Owner and Engineer. Payment shall be not-to-exceed based on hourly rates and actual hours worked.

8.4 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

a. A copy of the Owner's written authorization to perform the service.

b. Timesheets for all hours invoiced.

c. Invoice copies, logs or other substantiation of non-salary expenses.

8.5 For Additional Authorized 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 this Agreement. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice:

a. 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.

b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.

8.6 For Additional Engineering, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.

11.2 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.

11.3 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.

11.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.

11.5 Engineer fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.

11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Engineer.

12.0 INSURANCE

12.1 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 \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.

12.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.

12.3 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.

12.4 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.

12.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.

12.6 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.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

14.1 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.

14.2 If Engineering Services for project designed by Engineer does not meet those requirements noted herein 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.

14.3 The obligations expressed in Section 14 above in no way limit the Engineer's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

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, State of Louisiana, 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.

16.0 OTHER

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified withing this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

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

WITNESSES:

Rickell C Champagne

Billy Raymond

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell
Parish President

8-11-2020

Date:

WITNESSES:

ENGINEER:

By:

Date:

EUSTIS ENGINEERING

L.L.C.



6 July 2020

St. Charles Parish Government
Department of Public Works and Wastewater
100 River Oaks Drive
Destrehan, Louisiana 70047

Attention Mr. Miles B. Bingham, P.E.
PN 1-985-783-5102
FN 1-985-725-2250
Email mbingham@stcharlesgov.net

Ladies and Gentlemen:

Lump Sum Fee Proposal
Professional Geotechnical Services
St. Charles Parish
Proposed Ormond Oaks Drainage Improvements
Projects 3, 4, 5, and 6
St. Charles Parish, Louisiana

In accordance with your request, Eustis Engineering L.L.C. is submitting its proposal to perform professional geotechnical services associated with the referenced projects.

Furnished Information

Based on previous correspondence, furnished information, and meeting held with St. Charles Parish Government representatives, we understand four drainage improvement projects are proposed for construction within the Ormond Oaks area. These projects will consist of installing concrete box structures and sheetpile walls to improve the flow of water/stormwater at the intersection of various canals and ditches. Plans illustrating these projects are provided in the Enclosure 1 of this proposal. Due to the complexity of this scheme, each project will have a respective civil engineer as outlined below in the following table.

PROPOSED PROJECT SUMMARIES

PROJECT DESIGNATION	PROJECT DESCRIPTION	CIVIL ENGINEER
3	Installation of a concrete box structure at the intersection of Carriage Canal and Dunleith Canal. Sheetpile approximately 540 feet long along Carriage Canal to the canal bend.	N-Y Associates, Inc.
4	Installation of 1,660-ft long sheetpile wall along both sides of Carriage Canal between Nottaway Drive Bridge and the canal bend.	Mott MacDonald, LLC
5	Installation of a concrete box structure at the Carriage Canal, Houmas Canal, and Canal A intersection. Sheetpile walls may also need to be installed to connect the concrete box structures to the existing piling. In addition, some sheetpiling may need to be installed along the Hill Heights Ditch.	G.E.C., Inc.
6	Installation of a concrete box structure beneath Planation Road near the existing nursing facility, and widening Canal A by installing sheetpile along both sides of Canal A.	All South Consulting Engineers, LLC

Available Geotechnical Data

Eustis Engineering previously performed a geotechnical exploration in proximity to the Canal A area (Project 5). We published our findings in our report entitled "Geotechnical Exploration, St. Charles Parish, Emergency Canal Bank Stabilization, Carriage Canal or Canal A, Destrehan, Louisiana, Eustis Engineering Project No. 21870," dated 25 July 2012. We intend to utilize these data to supplement our engineering analyses. Specifically, data obtained for Boring 1 illustrates existing subsoil conditions beneficial for this project.

Field Exploration

Based on the project descriptions above and furnished information, Eustis Engineering proposes to drill ten undisturbed soil borings. Since all structures will require sheetpile wall installation or a temporary retaining structure (TRS) to construct each concrete box structure, all proposed borings will be performed to a depth of 80 feet beneath the existing ground surface. These exploration locations are delineated in Enclosure 1 of this proposal.

The soil borings will be drilled with either a track/truck mounted drill rig. Undisturbed samples of cohesive or semi-cohesive subsoils will be obtained at close intervals or changes in stratum using a 3-in. diameter thinwall Shelby tube sampler. Cohesionless soils, when encountered, will be sampled during the performance of Standard Penetration Tests. All samples will be sealed in moisture proof containers for preservation of their natural moisture content prior to laboratory testing. The borings will be grouted upon completion of drilling operations in accordance with the laws of the state of Louisiana. Note, for the purpose of this proposal, we have assumed all utilities can be cleared solely through the Louisiana One Call program.

Laboratory Tests

Samples obtained from the borings will be subjected to soil mechanics laboratory tests. These tests will consist primarily of natural water content, unit weight, and either unconfined compression shear or unconsolidated undrained triaxial compression shear. In addition, Atterberg limits determinations and consolidation tests will be performed on selected samples obtained from the borings. These laboratory tests are necessary to determine the shear strength and relative compressibility of the subsoils encountered.

Engineering Analyses and Report

Based on our review of available geotechnical data, and the results of the soil borings and laboratory tests, we will prepare a preliminary report of findings and recommendations including all four projects. This preliminary report will be finalized and reissued once Eustis Engineering receives client comments. These reports will include:

- pertinent geotechnical data from our 25 July 2012 report;
- a boring location plan;
- individual logs of the borings;
- a summary of the laboratory test data;
- a discussion of the subsoil and ground water conditions;
- recommendations for excavations and dewatering;
- recommendations for placement and compaction of fill/backfill material;
- recommendations for a TRS for concrete box construction and installation;
- estimates of allowable soil bearing values for concrete box structures;
- results of slope stability analyses using the U.S. Army Corps of Engineers' Lower Mississippi Valley Division Method of Planes and Spencer's Method of Slices. Note, stability analyses will be performed for the sheetpile wall and concrete box structures;
- results of heave/uplift analyses for concrete box structures;
- recommendations for minimum lengths and design sections for sheetpile walls installed within the canals;
- recommendations for sheetpile installation;
- estimates of lateral earth pressures imposed on box culverts and adjacent wing walls;
- estimates of settlement due to fill placement and structural loads;
- recommendations for concrete structure bedding material;
- recommendations for components and thicknesses for flexible and rigid pavements; and
- general construction recommendations.

In order to perform the stability analyses for the projects, we require topographic and hydrographic cross-sections of the existing conditions for each project. We have assumed these data will be furnished by others prior to completing our engineering analyses.

Based on the scope of work, we propose to perform these geotechnical services for a lump sum fee of \$61,800.00. This lump sum fee assumes:

- the boring locations are accessible to our field crew and equipment;
- the boring locations can be easily located based on existing topographic features;
- permits are not required to perform the field operations;
- right-of-entry will be granted to Eustis Engineering for site access;
- there will not be delays nor other site access restrictions;
- utilities can be cleared solely through the Louisiana One Call program;
- surface, overhead, underground, or underwater obstructions will not be encountered during the field operations (costs to relocate the borings are not included in our fee);
- Eustis Engineering will contact Louisiana One Call prior to mobilizing to verify utility conflicts do not exist where the borings are planned (a subsurface utility exploration is not included in our fee);
- GPS coordinates (latitude and longitude) will be obtained by Eustis Engineering during the field operations using a handheld device; but exact locations and elevations, if required, will need to be obtained by a licensed surveyor (surveying costs are not included in our fee); and
- a PDF of the preliminary and final geotechnical reports will be furnished to the owner/client via email. Up to three hard copies of the reports will be furnished to the owner/client upon request. Please refer to Item 8 of our general terms and conditions, provided in Enclosure 2, for full disclosure of report distribution.

This proposal does not include costs associated with repairing any ruts or trails caused by the movement of our equipment and support vehicles. Delays in field work due to actions by others, or site restrictions resulting in one hour or greater of discontinuous operations, will be charged at a rate of \$235.00 per hour.

Short term depth to ground water readings will be obtained during drilling and upon completion of drilling; however, these short term depth to water readings do not provide accurate ground water level data because of cohesive/relatively impervious soil deposits. Costs for instrumentation, such as piezometers, are not included in this proposal.

Our proposal is subject to change should any of these assumptions not be met.

Schedule. Based on further correspondence between St. Charles Parish Government and Eustis Engineering, we understand the geotechnical scope of work for this project will need to be completed within 30 days from receiving notice to proceed. In order for this timeline to occur, survey data collected for the project will need to be provided to Eustis Engineering within seven days of receiving notice to proceed.

Closing

Thank you for asking us to prepare this proposal for professional geotechnical services. We look forward to working with you on your project.

If you are in agreement with this proposal, please indicate your acceptance by completing the areas provided below and returning one copy for our files.

Yours very truly,

EUSTIS ENGINEERING L.L.C.


CHAD L. HELD, P.E.

CLH:mrd

Enclosures 1 and 2

Accepted By: _____	
Print Name	Signature
Title:	Date:
Email Address:	
Organization:	
Mailing Address:	
Return to: Eustis Engineering L.L.C., 3011 28 th Street, Metairie, Louisiana 70002	

2020-0178

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 20-8-18

An ordinance to enact a MORATORIUM on the approval of major subdivisions (more than five lots) until lifted for any community, as defined by Ordinance No. 00-9-11, upon completion of parish drainage and sewage master plans for that community where the results have been accepted by resolution of the parish council or eighteen (18) months, whichever occurs first.

WHEREAS, the further development of major subdivisions has the potential to have detrimental impacts on the public health, welfare, safety, well-being, and property interest of residents from the potential hazards of adverse effects of sewer, drainage, and other infrastructure issues; and,

WHEREAS, St. Charles Parish values orderly growth and is making investments to protect the community interest of both current and future residents; and,

WHEREAS, in order to protect and preserve the health, welfare, safety, well-being, and property interest of residents in St. Charles Parish it is necessary to impose a Moratorium on the development of major subdivisions to allow for the comprehensive study of sewer and drainage infrastructure to assure that new development is safe, adequate, and orderly; and,

WHEREAS, St. Charles Parish should be doing as much as possible to protect the homes and properties of its residents, and the parish has an obligation to ensure that new developments do not adversely affect current residents and their properties; and,

WHEREAS, this Moratorium only applies to major subdivisions (more than five lots) as defined by Ordinance No. 81-8-2, The St. Charles Parish Subdivision Regulations of 1981, as amended, and does not apply to commercial and industrial building permit projects.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That there is hereby imposed a Moratorium on the approval of major subdivisions as defined by the Subdivision Ordinance.

SECTION II. That this Moratorium shall apply to any major subdivisions which have not received preliminary plat approval from the St. Charles Parish Planning & Zoning Commission prior to the adoption of this ordinance.

SECTION III. That the Moratorium may be lifted for any community, as defined by Ordinance No. 00-9-11, upon completion of parish drainage and sewage master plans for that community where the results have been accepted by resolution of the parish council and that resolution specifically states why the community is being exempted.

SECTION IV. That the Moratorium hereby imposed shall be in effect until completion of parish drainage and sewage master plans for that community where the results have been accepted by resolution of the parish council or eighteen (18) months, whichever occurs first.

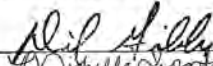
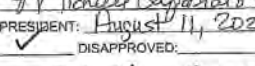
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

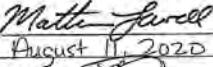
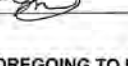
YEAS: FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER

NAYS: NONE

ABSENT: BENEDETTO

And the ordinance was declared adopted this 10th day of August, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
SECRETARY: 
CLVD/PARISH PRESIDENT: August 11, 2020
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: 
RET'D/SECRETARY: August 11, 2020
AT: 3:57pm RECD BY: 

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.


MICHELLE IMPASTATO
COUNCIL SECRETARY

PUBLISH: August 20, 2020

Public Notice

REQUEST FOR PROPOSALS

The Housing Authority of St. Charles Parish is seeking proposals from organizations including but not limited to not-for-profit corporations, private companies, and other entities to provide support and assistance to the administrative functions for the Housing Choice Voucher Program for 373 in and around St. Charles Parish, LA. The following activities and tasks shall be provided to HCV Applicants and Participants and to other partners in accordance with the HASCP HCV Administrative and the HASCP Admissions and Occupancy Plan. **The full Request for Proposal requirements may be found on the HASCP website at www.scphousingauthority.com.** All questions must be written and directed to the attention of: Leatrice Hollis at lhollis@scphousingauthority.com and copy Brandy Hayes at bhayes@scphousingauthority.com; where deemed appropriate they will record and a written response will be issued to all consultants. All questions must be received by close of business on **Friday, August 28, 2020.**

Interested Bidders Are to Execute and Submit Five (5) Complete Packages (One Original and Four Copies)

All Proposals and Other Communications Must Be Addressed And Returned To:
Housing Authority of St. Charles Parish
200 Boutte Estates Dr.
Boutte, La 70039
Attn: Leatrice Hollis

PUBLISH: August 20, 2020

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:

Loise Faye Miller N. Marcel (Gabriel Heights subd.)
Lot 9 (316 Amelia Street)
Nature of violation: Grass cutting & removal of debris

Norwood Thomas (Pictures Plm)
Lot 3698 (130 Zack Thomas Ln)
Nature of violation: Grass cutting & removal of debris

Erie Louis Keller (Ellington Gardens-Luling)
Lot 20 (353 Courville Drive)
Nature of violation: Grass cutting & removal of debris

Jessie Earl Kyzar (Pecan Oak Subd)
Lot B1 (126 Kirk Street)
Nature of violation: Grass cutting & removal of debris

Kadrina E. Tappan (Town of Lettered Blks Paradis)
Lot 5 (698 Early Street)
Nature of violation: Grass cutting & removal of debris

PUBLISH: August 20, 2020

Public Notice

NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

NOTICE DATE: August 20, 2020

St. Charles Parish
Post Office Box 302
Hahnville, LA 70057
(985)783-5000

On or about August 28, 2020, St. Charles Parish will submit a request to the Louisiana Division of Administration, Office of Community Development, for the release of FY2019 Louisiana Community Development Block Grant (LCDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, to undertake the project known as the Lonestar Sewer Rehabilitation Project, for the purpose of rehabilitating 8" sewer lines (approx. 3316 +/- linear feet), lateral connections at the main line (approx. 7), and manholes (approx. 13). The project will take place in the Lonestar neighborhood located in Luling, LA. The FY2019 LCDBG funding in the amount of \$399,285 will be used for the construction of the project.

- The activities proposed are categorically excluded under HUD regulations at 24 CFR Part 58 from National Environmental Policy Act (NEPA) requirements. An Environmental Review Record (ERR) that documents the environmental determination for this project is on file at the St. Charles Parish Grants Office, 15045 River Rd., Hahnville, Louisiana, and may be examined or copied weekdays between 8:30 a.m. and 4:00 p.m.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the St. Charles Parish Grants Office, Post Office Box 302, Hahnville, Louisiana 70057. All comments received by August 28, 2020 will be considered by St. Charles Parish prior to authorizing submission of a request for release of funds.

ENVIRONMENTAL CERTIFICATION

St. Charles Parish certifies to the Louisiana Division of Administration that Matthew Jewell in his capacity as Parish President consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The Louisiana Division of Administration's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows St. Charles Parish to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

The Louisiana Division of Administration will accept objections to its release of funds and St. Charles Parish's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of St. Charles Parish; (b) St. Charles Parish has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by the Louisiana Division of Administration; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to Division of Administration, Office of Community Development - Local Government Assistance, Post Office Box 94095, Baton Rouge, LA 70804-9095. Potential objectors should contact the Louisiana Division of Administration to verify the actual last day of the objection period.

Matthew Jewell
Parish President/Certifying Officer

PUBLISH: August 20, 2020

Legal notice deadline
is every Friday
at 3pm for the following week
legals@heraldguide.com

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON SEPTEMBER 3, 2020 AT 7:00 P.M. IN THE COUNCIL CHAMBER OF THE HAHNVILLE COURTHOUSE TO HEAR:

POSTPONED CASES:

2020-4-SPU requested by **Laura Taylor** for an outreach center, a religious/philanthropic institution, in an R-1A(M) zoning district, **123 J.B. Green Road, Des Allemands**, Council District 4.

NEW CASES:

2020-8-HOP requested by **Gary Willard Jr.** for a home occupation – "Bayou Boy Customs" – a gunsmithing and firearms sales business at **211 Janet Dr., St. Rose**, Zoning District R-1A, Council District 5.

2020-2-SPU an addendum to the approved special permit use for an Accessory Dwelling Unit requested by **William Hamilton** to reduce the required Base Flood Elevation from AE +6 ft. NAVD88 to +4 NGVD29 at **610 Diane Drive, Luling**, Zoning District R-1A, Council District 7.

2020-5-SPU requested by **Brad Simon** for an accessory dwelling unit in an R-1A zoning district, **124 Nottaway Dr., Destrehan**, Council District 3.

2020-15-R requested by **Rhino Enterprises, Inc.** for a change of zoning district from R-3 to R-1A on approximately 46 acres on Lots G-1-A and G-1-B, Almedia Plantation Subdivision, Council District 5.

2020-12-MIN requested by **Norman & Robyn Griffin** for resubdivision of two lots into two with a waiver, **17432 Old Spanish Trail, Des Allemands**, Zoning District R-1A(M), Council District 4.

2020-13-MIN requested by **Matthew & Samantha Pearce** for resubdivision of one lot into three at the end of **Anna Street, Ama**, Zoning District R-1A(M), Council District 2.

2019-4-MAJ requested by **Heather Oaks, LLC**, Construction Approval for Heather Oaks Phase 1, 90 lots of a 171 lot subdivision off E. Heather Dr., Luling, Zoning District R-1A, Council District 2.

ALTERNATE DATE: None / PUBLISH: 8/20, 8/27, 9/3

BECOME A
MEMBER!

RECEIVE WEB ACCESS
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