



JUNE 30 - JULY 6, 2022
vol. 149 | NO. 25 | **75¢**
Subscribe at www.HeraldGuide.com



St. Charles **HERALD-LEADER** GUIDE

SERVING ST. CHARLES PARISH SINCE 1873

[f /HERALDGUIDE](https://www.facebook.com/HERALDGUIDE) [t /STCHARLESHERALD](https://twitter.com/STCHARLESHERALD) • WWW.HERALDGUIDE.COM

Bucktown All-Stars, impressive fireworks show highlight Independence Day celebration

Monique Roth Editor
moniquer@heraldguide.com

Live music, fireworks, food and family fun are all of tap for Sunday when St. Charles Parish will host its 32nd annual Independence Day celebration at the West Bank Bridge Park. The celebration will take place from 6 p.m. – 9 p.m. “This has become one of my favorite events in St. Charles



Parish as it allows us to join with family and friends to celebrate our nation's independence,” St. Charles Parish President

INDEPENDENCE DAY on 4A

2022 INDUSTRY SPOTLIGHT



TURN to 7A

All-State softball, baseball stars recognized



TURN to 1B

Family grapples with loss of home and normalcy following Hurricane Ida

Monique Roth Editor
moniquer@heraldguide.com

This story is part of a series Herald Guide writers will feature focused on the lives of people in St. Charles Parish still recovering from Hurricane Ida.

“The world just moved on and we’re just standing still.”

Britt Morel, her husband Taylor and their three children who still live at home are in the ranks of St. Charles Parish residents whose Hurricane Ida nightmares are not over nearly a year after the storm.

Morel was born and raised in Des Allemands and has lived in her Bayou Gauche home with her family for the



IDA on 5A

Britt Morel

Luling man refuses to let disability stop him

Ryan Arena Editor
ryana@heraldguide.com

After Patricia Ehrle learned years ago that her son, Craig Blackburn, was diagnosed with Down syndrome, she had one wish above all others.

“That every day he would live his life, he would be the best he can be,” Ehrle said. “And I can honestly say, as a mom, Craig lives every single day being the best person he can be.”

As it turns out, Craig's best has produced plenty of accomplishments, and this year he's shown absolutely zero signs of slowing down. Recently, Blackburn was awarded the Volunteer Louisiana Champion of Service Award for the Greater New Orleans area, an honor bestowed on him in recognition



Craig Blackburn with award for volunteerism.

of his devotion to volunteerism in his community. Blackburn regularly volunteers at East Jefferson General Hospital

AWARD on 5A

Swai (Imported Catfish)
15lb Box

\$55.99



We're Family Owned & Operated Since 1964

Fresh French Bread and Pistolettes Baked Daily

Open: Monday - Saturday 8 am - 6 pm • Closed Sunday • (985) 785-2431 • www.majoriasgrocery.com

THIS WEEK'S HOT BUYS!

Majoria's SUPERMARKET

DEALS OF THE WEEK FOR JUNE 29 - JULY 5, 2022

Hot or Cold Grab and Go Meal Solutions Now Available!

13413 Hwy. 90 • Boutte
Check us out online at majoriasgrocery.com

Powerade
Assorted Flavors
28 oz

99¢



The exhibit hall features several informational displays on easels and a table. The displays include historical documents, a model of a school building, and a framed photograph of two men in military uniforms. The background wall features a large mural and a circular logo.

Original Des Allemands Elementary building will live on through replica, exhibit

A portrait of a man with dark, wavy hair, wearing glasses and a light-colored shirt with an orange and white patterned shawl draped over his shoulders. He is smiling slightly and looking towards the camera. The background is a warm, out-of-focus indoor setting with soft lighting.

Two DHS class of 2022 grads named National Merit Scholarship Winners

SCHOLARSHIPS on 7A



MONDAY, JULY 4TH HOURS: 8am-2pm

Majoria's SUPERMARKET

We're Family Owned &
Operated Since 1964
Fresh French Bread
and Pistolettes Baked Daily

**DEALS OF THE WEEK FOR
JUNE 30 - JULY 5, 2022**

Come in and see
our unadvertised
sale items



Limits may apply. Not all items will be available. No rainchecks. Due to some limited availability and fluctuations in our supply chain, we may experience shortages. Supplies are based on availability. Thank you for understanding. Not responsible for typographical errors.



**USDA Select Whole
Boneless Rib Eye**
15 lb Avg
\$6.99/lb



**Blue Plate
Mayonnaise**
3 Types - 30 oz
\$2.99



**Food Club
Vegetable or
Canola Oil - Gallon**
\$6.99



**Bush
Baked hBeans**
28 oz - Assorted
2/\$4.00



**Pork Loin
Back Ribs**
Single Vacuum Pack
\$3.99/lb



Coke Products
12 pack
(Dr Pepper - 12 pack - 2/\$8.00)
2/\$9.00



**USDA Whole
Boneless Brisket**
Select or Choice
\$3.99/lb



**Fryer
Leg Quarters**
10 lb bag
\$7.90



Bryan Jumbo Franks
15 oz
(Beef & Cheese Excluded)
2/\$3.00



**USDA Select Boneless
Rib Eye Steaks**
Family Pack - (Choice \$10.99/lb)
\$7.99/lb



**Whole
Seedless
Watermelons**
\$3.49



**Louisiana
Crawfish Tails**
12 oz
\$9.99



**Crystal Geyser
Water**
32 pack
2/\$9.00



**Veron
Smoked Sausage**
3 lbs - All Types
\$11.99

**Food Club
Sugar**
4 lb bag
2/\$3.00

French Market Coffee
12 oz Bags or Cans or
12 Count Single Serve
\$4.99

Kingsford Charcoal
Original, Applewood, Mesquite,
Hickory - 16 lb
\$7.99

**Ritz
Crackers**
Original - 13.7 oz
3/\$8.99

Blue Bell Ice Cream
Half Gallon - Brown or Gold Rim,
Light, No Sugar Added
2/\$11.00

**Jimmy Dean
Roll Sausage**
1 lb - All Types
\$3.99

**Lindy's
Italian Ice**
6 pack
2/\$6.00

**USDA Select
Eye of Round
Roast**
\$3.99/lb

**Bone-In Center Cut
Pork Chops**
Family pack
\$2.49/lb

Hillshire Smoked Sausage
13 & 14 oz
(Beef - 12 oz - 2/\$8.00)
2/\$7.00

**Yellow, Red, or
Orange
Bell Peppers**
3/\$3.00

**Manda
Smoked Sausage**
2.5 lb
\$7.99

**Food Club
Butter**
16 oz - Salted or Unsalted
\$2.99

**Red Diamond
Tea**
Gallon Size
\$2.79

**Farm Fresh
Yellow
Corn**
2/\$1.00

Hot Grab & Go Meals!

MONDAY..... Red Beans and Rice with Sausage
TUESDAY Hamburger Steak and Mac & Cheese
WEDNESDAY . Italian
THURSDAY Fried Chicken
FRIDAYFried Seafood

13413 Hwy. 90 • Boutte

**OPEN: Monday - Saturday 8 am - 6 pm
Closed Sunday**

(985) 785-2431 • www.majoriasgrocery.com

No sales to dealers
Quantity rights reserved on sale items



INDEPENDENCE DAY from 1A

Matthew Jewell said. “I am excited to see everyone out at the West Bank Bridge Park, and I know that the performances and fireworks will be sure to wow everyone.”

The Independence Day program will begin at 6:15 p.m. with the raising of the American flag, the National Anthem and brief remarks from Jewell. The Bucktown All-Stars will take the stage at approximately 6:20 p.m., and a 20-minute fireworks display will start at 9 p.m.

First-come, first-served reserved parking will be available for Veterans at the celebration. Officials said no registration is required.

Local non-profit organizations will sell food and drink items. Offerings will include pastelaya, popcorn, nachos, french fries, frozen treats and more. Alcohol will not be sold at the event, but residents may bring their own

alcohol, ice chests and folding chairs to the celebration.

Parish officials said that pets, glass bottles and poppers are not allowed inside of the West Bank Bridge Park, and that the State Fire Marshal has ordered that no one is allowed to enter or leave the park for up to 30 minutes before and after the fireworks show.

I-310 southbound and northbound off-ramps to River Road (LA 18) will be closed 15 minutes prior to the fireworks until the end of the show. River Road also will be closed from Ashton Road to the School Board office.

The West Bank Bridge Park, including the parking lot near the levee at the Mississippi River overlook, will close at 3 p.m. on Friday, July 1 in anticipation of the event. The public will not be able to use the bike path, drive or walk past barricades present near the levee during the fireworks setup.



LeBlanc Wealth Management





DIVERSIFYING OUTSIDE OF YOUR 401(K)

The LeBlanc Wealth Management Team at LPL Financial provides comprehensive financial services to help clients achieve their financial goals.

⌘ Mutual Funds

⌘ Variable Annuities

⌘ Real Estate Investment Trusts

⌘ Private Equity

⌘ Managed Money

⌘ Individual Stocks

Make an appointment or stop in to see us!

12225 Highway 90, Suite A Luling, LA 70070 | 504.305.2080

www.leblancwealthmanagement.com | LPL Financial member FINRA/SIPC



GERMAN COAST
Farmers Market

SNAP Benefits Accepted
At Both Markets!



SATURDAY
8am - 12noon
St. Charles Parish Library
Destrehan

WEDNESDAY
1pm - 5pm
West Bank Bridge Park
Luling



German Coast
Farmers' Market
is supported by and
a partner with the



IDA from 1A

past 14 years. And while the home never incurred significant damage from past storms, Hurricane Ida was different.

“We were going to stay home and around 3 a.m. Sunday - right before the storm made landfall - I read Bob Breck’s blog and he said how it might make landfall as a Category 5 and I said, ‘We cannot put these kids through that ... we have to go now,’” Morel remembers. “All throughout that day we had hitched up the camper three times, but we kept changing our minds. We were bombarded with our emotions all day.”

Morel said their unusual time of evacuation played to their advantage – at first.

“The roads were empty and we thought, well at least we won’t get stuck in traffic,” she remembers. “But we didn’t anticipate the problem with gas. We were on fumes and just quite literally locked hands and prayed to God that the next station would have gas. We rolled up and the lights were still on and there weren’t yellow bags on the handles. I remember the feeling of grace. At that point that was the most fear I had felt.”

The family continued traveling west to Lake Charles.

“We were just calling camp sites along the way,” she said. “We didn’t really have anywhere to go. We found a campsite that took us in. Not only did they take us in, they canceled reservations with other people so



The Morel family

evacuees could come and they fed us. It was incredible what the campground did for people.”

After spending a few days at the campsite, the family headed back home. Morel said her mom and stepdad were keeping the family updated on storm damage, but because they didn’t have access to the inside of their home there was no way of knowing how severely they were impacted from the storm until they assessed the damage themselves.

“We didn’t lose the roof,” she said. “But the inspection ... that’s when everything fell apart. We have raised sub-floor and everything was wet.”

With soaked floors, stained ceilings and bubbling walls, Morel said the home’s extensive damage started to reveal itself as the days went on.

“Everything to my eyes looked sort of manageable,” she said. “But then we realized the center of the house was sinking. When you walked down the hall you could just almost feel gravity pulling you.”

Morel said it has been a fight with her insurance company since day one.

“They sent an inspector out super fast, but he just did a terrible job with the inspection,” she said. “He wasn’t writing things down. Like there was a space where roof met brick and you could see the outside from the inside. Actual waterfall would pour into my house. He didn’t write that down.”

Morel said they were told they would get a small amount of money for some sheetrock and ceiling work.

“From that point on I knew they were going to make us work for it,” she said. “We hired water mitigation and that’s when reality started to set in. It was almost \$50,000 to do that. We didn’t know what we were dealing with. Everything was just saturated, so we submitted that report and the insurance didn’t even

acknowledge it ... they didn’t pay the company and now there’s a lien on my home. At this point we’ve had to get an attorney. I have no idea when we’ll be back in the house ... the attorney seems hopeful that these cases go a lot quicker once you get a lawyer involved.”

The Morels are living in their camper, which is parked on the side of their home.

“I feel like I’m a pretty resilient person and as long as I’m with my family I’m OK and I can handle almost everything,” she said. “But my kids ... on the outside they seem to be doing pretty well. They’re learning a good life lesson, but at the same time their childhood is being taken away. 2020 was the lockdown and life was different and then the storm came and that was traumatizing and now destruction is normal to them. They’re dealing with it well, but we’re going on three years of their lives being different.”

Morel said her 7-year-old daughter’s Autism diagnosis has amplified the need for them to be in their home, as her daughter needs space in order to not be overstimulated.

“My kids are bouncing back ... they’re doing well considering,” she said. “It’s just not the life I wanted for them.”



AWARD from 1A

and at GiGi’s Playhouse, a Down syndrome achievement center where he and Ehrle teach fitness classes.

That isn’t all. Blackburn, 40 and of Luling, also recently returned from the Special Olympics USA Games in Orlando, Fla., where he and fellow St. Charles Parish resident Oneil Legendre competed on Team Louisiana’s basketball squad. Blackburn was also chosen to lead Louisiana’s athletes in the USA Games’ Opening Ceremony and was featured in a story segment during ESPN2’s coverage of the event.

And earlier this year, Blackburn competed in – and completed – the Crescent City Classic, wearing the number 321 on his running bib. Runner 321 is an initiative by Adidas which asks running events to hold that number for an athlete to represent the Down Syndrome community.

All of these milestones stand as testament to who Blackburn is.

His volunteerism comes from a desire within him to see others thrive, Ehrle said.

“He really cares for other people,” Ehrle said. “He wants to give back ... that makes him truly happy. He’s so pleased to see people succeed.”

The exercises he and Ehrle teach at GiGi’s - where several programs are in place to help those with Down syndrome battle through their personal obstacles to reach their potential – were created by a physical therapist specifically with individuals with Down syndrome in mind and are aimed at helping create a greater quality of life.

It’s among the avenues Blackburn shines brightest,



Craig Blackburn with Louisiana Lt. Governor Billy Nungesser.

Ehrle said, because he is a people person at heart.

“Craig wants to give back to the community ... he’s been given a lot in his life, and he appreciates all of it,” Ehrle said. “He wants to be out there, being active and doing things all the time. And he wants to be around others. The places he volunteers ... the hospital where he gets to interact with the staff, and GiGi’s where we get to interact with other individuals with Down syndrome, those places and those people have been

amazing.”

The Louisiana Volunteer Service Award recognizes groups and individuals who serve with distinction and demonstrate excellence. Volunteers who have contributed 150 or more hours of service in a calendar year can receive this award along with a volunteer service lapel pin.

The Crescent City Classic was a different kind of challenge for Blackburn. While he’s very active in athletics, he wasn’t a runner, Ehrle said.

“A friend of ours who has a son that is 3-years-old with Down syndrome approached us and said they’d really like Craig to run at the Classic, and to wear the 321,” Ehrle said. “There are five brothers in the family who all run regularly, and they said one could work with Craig ... Craig had never run more than one mile, and for this he’d have to run 6.2.”

Thus, Chris Heine trained Blackburn for the marathon. They started by running three quarters of a mile, then walking a quarter mile, then repeating the process to build Blackburn’s stamina. Over the 2.5 weeks prior to race day, Blackburn trained hard, and he was able to achieve his goal. He dedicated the race to his wife Heather, who was recovering from a battle with COVID-19.

The USA Games proved a great experience for him as well.

“They treated the athletes like royalty,” Ehrle said. “I can’t say enough about the job they did.”

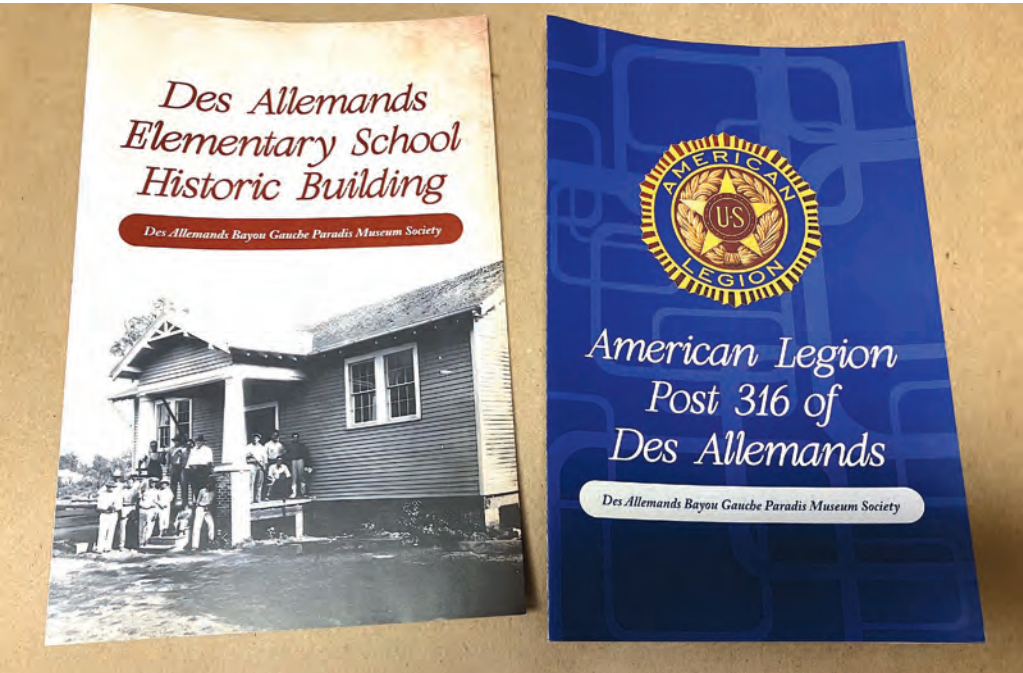
DES ALLEMANDS from 2A

rolled onto a low boy trailer truck and driven to the American Legion Ball Park. Ultimately, the building would be expanded and served the Legion until 1999, when it was sold to St. Charles Parish and used for the recreation department before finally shuttering it.

No matter where it stood over the years, it impacted countless lives, educating numerous community children, playing host to weddings and other celebrations and stood as a community landmark. Early last decade, plans were made to convert the old elementary school building into a museum that would serve as a window into the building’s well-traveled and well-visited past.

Hurricane Ida changed that plan. The damage incurred proved too much for a salvage project, but the group of community historians who planned to convert the building into a museum have put together an exhibit of the historic building, including a replica constructed by Wilbert Naquin.

“We had been working on (the museum project) for quite a few years, and after the storm happened, we didn’t want to see it forgotten,” said Roy Lunk of Des Allemands, a member of the Des



History of the Des Allemands Elementary and American Legion building compiled by the Des Allemands-Bayou Gauche-Paradis Museum Society.

Allemands, Bayou Gauche, Paradis Museum Society, a non-profit organization established in 2013 to focus on the planned renovation. “To preserve some of that memory, we made a replica and compiled a little bit of history to display for people. And Wilbert Naquin did a great job on the replica.”

The exhibit is currently on display

at the St Charles Parish School Board building until July 1. At that time, it will be relocated to the St Charles Parish Courthouse and remain in place for the month of July. The continued display schedule is: Paradis Library for August, Paradis Fire Department in September, the Des Allemands Fire Department in October and the Bayou Gauche Fire

Department in November.

The final destination for the school portion of the exhibit will be at Allemands Elementary School, while the Legion exhibit will be displayed at the St. Charles Parish Library.

“We don’t want to lose it ... we want to hold onto it so everyone can see it,” Lunk said. “It’ll be right there in the community for everyone to see.

“Judging by the response we’ve received already, people seem to be enjoying it. A lot of comments from people who remember being at the school or who say their parents went to school there ... the bottom line for us is to be able to preserve the history of a building that’s had so much involved in the history of not one, but three communities, between the school and the American Legion.”

Lunk added that if the community response from here is strong, there’s consideration of creating a potential presentation to go with the exhibit.

Sheriff’s Reports

Suspects are innocent until proved guilty in a court of law

Arrests

- **James Pernell, 21**, of 268 Dianne Drive in St. Rose, was arrested June 22 and charged with attempted simple robbery and simple battery. He had an attachment.
- **Timothy Williams, 33**, of 1100 block of Paul Fredrick Street in Luling, was arrested June 22 and charged with failure to register and notify as a sex offender.
- **Jacob Lee, 24**, of 3117 Independence Street in Metairie, was arrested June 23 and charged with simple robbery.
- **Stacy Massengale, 51**, of 549 West Lawson Street in Destrehan, was arrested June 21 and charged with residential contractor fraud.
- **Jason Stringer, 40**, of 4120 Shelton Street in Pearl, Mississippi, was arrested June 21 and charged with theft and theft of a motor vehicle.
- **Danouille Wilson, 24**, of 1949 Jasper Lane in LaPlace, was arrested June 22 and charged with possession of marijuana, possession or distribution of drug paraphernalia and traffic violation. He had an attachment.
- **Christian Cornell Jr., 18**, of 913 Paul Fredrick Street in Luling, was arrested June 22 and charged with possession with intent to distribute marijuana, illegal carrying of weapon in presence of CDS and possession or distribution of drug paraphernalia.



Obituaries

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

Douglass

Beatrice “Bea” W. Douglass passed away on June 21, 2022, she was 100 years old.

Bea was born on February 26, 1922 and grew up on a family farm with 7 siblings. She joined the Army as a nurse in WWII. Throughout her life she lived in West Virginia, Sicily, Puerto Rico, Louisiana, New Mexico and Colorado. She was an active cross stitcher, who loved to cook and read. Bea was also a volunteer at St. Charles Hospital in Luling, Louisiana until she moved to New Mexico for health reasons.

Bea is survived by son, Michael (Sandra) Douglass and grandchildren: Amber, Dusti, and Kristopher Douglass.

She was preceded in death by husband, Glenn C. Douglass; father, Henry E. Wamsley; mother, Elmeda S. Wamsley; 7 brothers and sisters.

Please send any desired remembrances to your local Red Cross.



St. Charles

HERALD-GUIDE

PUBLISHERS EMERITUS:
Allen J. Lottinger
& Colette Lottinger

PUBLISHER:
Jonathan Menard

EDITORIAL
Ryan Arena Sports Editor
Monique Roth Lifestyles Editor

ADVERTISING
Jonathan Menard Director

DESIGN
Desiree P. Lewis Production Manager
Kevin Orgeron Art Director
Jeff Cashio Graphic Designer
Alissa Zeringue Graphic Designer

ADMINISTRATION
Juanita Guidry Controller
Yvette Dunn Classifieds & Legals Receptionist

The St. Charles Herald-Guide (USPS 475-680) is published weekly on Thursday for \$22.99 for six months, \$34.99 annually, by Herald-Guide Publishing, L. L. C., 14236 Hwy. 90, Boutte, LA 70039-1199. Periodicals postage paid in Boutte LA, and additional mailing offices.

POSTMASTER:
Send address changes to
St. Charles Herald-Guide,
P.O. Box 37030
Boone, IA 50037

14236 U.S. HWY. 90, BOUTTE, LA 70039
Solely owned by Louisiana Publishing, Inc., Allen J. Lottinger, president

Office Hours: 8:30-4:30
Phone: 758-2795

SUBSCRIPTION RATES:

- **4 Weeks** **\$2.99**
Recurring Billing
- **26 Weeks** **\$22.99**
Bill every 6 months
- **52 Weeks** **\$34.99**
Billed Annually
- **104 Weeks** **\$59.99**
Billed every 2 years

Phone: 1-866-282-1498
or visit
www.Heraldguide.com

SCHOLARSHIPS from 2A

her senior year the team won the national championship in the small national gameday category – a first in the school’s history.

Carrigee was a four-year member of the Interact Club and Fellowship of Christian Students, and served a year as vice-president of each. She was also the media officer of the Fellowship of Christian Students. During her first and only year on the National Honor Society, Carrigee served as the club’s vice-president.

Carrigee also participated as a Norco Elementary School Student Mentor and as a member of the National English Honor Society, Southeast Louisiana Youth Council, Wildcat Mentors team, Student Council, Mu Alpha Theta, Beta Club, Superintendent’s Student Advisory Council and Newsletter Club. She served as various leadership positions in many of the clubs.

She was the Senior Class President, Junior Class President, Sophomore Class President and Freshman Senator, as well as a part of the school district’s Gifted and Talented Program.

Carrigee, an advanced Studies Student, has also been a competitive dancer for Kelli’s Kreative Dance for the past decade.

Volunteerism has been a huge part of Carrigee’s life. She has completed service hours as an assistant teacher at Kelli’s Kreative Dance and at the Matthew 25:35 Food Pantry, Senior Citizen Christmas Dinner, Alligator Festival, Little Red Church Festival, Luling Living Center, New Sarpy Elementary School, Toys for Tots, various sporting events at Destrehan High School, New Generations Forum, Inclusive Prom at Ormond Plantation, Children’s Hospital of New Orleans, parent teacher conferences and back to school nights, Thanksgiving basket drives, Archbishop Rummel Summer Day Camp and Louisiana Youth Seminar.

Additionally, each year Carrigee turns her own birthday celebration into a way to raise money for charity. She has collected donations for Children’s Hospital, Coreluv, Wounded Warriors, St. Charles Parish Head Start, Matthew 25:35 Food Pantry, R.K. Smith Middle School, What You Give Will Grow and Second Harvest Food Bank through her birthday drives.

Ravipati is also an aspiring biomedical engineer. In the fall he will head to Duke University.

“I wanted to be a National Merit winner since I was a freshman,” he said. “It all started with studying, and I received a lot of help and guidance from teachers at DHS. It takes eight months to find out if you were a semi-finalist. It was nerve wracking for everyone in the process. It was a nice surprise when I found out I had won ... it made me really happy.”

Ravipati said he is thrilled to attend Duke, which was his number one pick for college.

“I’m very excited,” he said. “I think it’s going to be a really interesting experience. The work going on there is far beyond anything I ever thought I would be able to experience.”

Ravipati – who speaks three languages – was involved in many activities in and out of DHS. He was a junior developer at Harvard Innovation Labs, a manufacturing and research intern at Innogenomics Technologies, team captain of the award-winning Wildcat Robotics team, cofounder and chief technical officer with the Jefferson Parish Youth Council and a competitive programmer with Major League Hacking.

He also has served as a research intern and trainee with LSU Health Sciences Center and on the Superintendent’s Advisory Council.

Ravipati has racked up a number of awards, including but not limited those from NotUniversity

Hacks Programming Competition, Arkansas Regional Robotics Competitions across many years, FIRST Robotics World Championship, Greater New Orleans Science Fair and Red Stick Rumble Robotics Competition. He was also awarded a Harvard Innovation Labs Grant.

High school juniors entered the 2022 National Merit Scholarship Program when they took the 2020 Preliminary SAT/National Merit Scholarship Qualifying Test, which served as an initial screen of program entrants. Last fall, more than 16,000 Semifinalists were named on a state-representational basis in numbers proportional to each state’s percentage of the national total of graduating high school seniors. Semifinalists were the highest-scoring program entrants in each state and represented less than one percent of the nation’s seniors.

To compete for Merit Scholarship awards, semifinalists first had to advance to the finalist level of the competition by fulfilling additional requirements. Each semifinalist was asked to submit a detailed scholarship application, which included writing an essay and providing information about extracurricular activities, awards, and leadership positions. Semifinalists also had to have an outstanding academic record, be endorsed and recommended by a high school official, and earn SAT or ACT scores that confirmed the qualifying test performance. From the semifinalist group, over 15,000 met requirements for finalist standing, and about half of the finalists will be Merit Scholarship winners in 2022.

32ND ANNUAL

ST. CHARLES PARISH

INDEPENDENCE DAY

CELEBRATION

West Bank

Bridge Park

1

2

3

4

5

6

7

A

B

C

D

E

FOOD VENDORS

1-5

STAGE

RESTROOMS

MAIN ENTRANCE

VETERAN'S ENTRANCE AND PARKING

VENDOR PARKING

River Road

Judge Edward Dufresne Parkway

JULY 3, 2022 | 6 P.M. - 9 P.M.

FIREWORKS BEGIN AT 9 P.M.

1

St. Charles Parish Hospital Auxiliary

Pastalaya | Popcorn | Lemonade

2

New Life Community Church

Nachos | Candy | Glow Sticks

3

Education Resources Unlimited

Frozen Treats

4

St. Anthony Youth Church

Jambalaya | Sweets

5

St. Charles Republican Women

Water and Soft Drinks

6

Nola Pink Warriors

Chicken Tenders | Fries

7

Sweet Jay Nola

Snowballs

A

RSVP

Thank you letters to military

B

Troop 317 Destrehan

American Flags | Meat Sticks

C

VFW

Buddy Poppies | Pork Rinds

D

Public Information

E

Sheriff's Office

St. Charles

HERALD GUIDE

2022

INDUSTRY
SPOTLIGHT

Industry in and around St. Charles Parish plays an important role in the continued growth of the region. St. Charles' workforce, excellent school system and readily available materials for manufacturing are all reasons businesses have flocked to the area. While our industrial companies provide jobs for thousands of local workers, they also offer support to our community. Inside, learn how companies like Valero, Dow, Shell, Rain Carbon, IMTT, Bayer and the Port of South Louisiana show their commitment to our community and the people that live here.



Dow celebrates a trailblazer who is changing the face of the industry

Melanie Robinson's interest in engineering began while watching educational children's shows. She loved the segments where the hosts would visit factories to show how things were made.



Melanie Robinson

Fast forward to the present, and Robinson now works as a hydrocarbons improvement manager at Dow's St. Charles Operations. Now she is helping to engineer the facilities in which Dow products are produced. Beyond her day job, Robinson has also been a leader in the company's STEM diversity and inclusion efforts. She regularly speaks with young people - in schools and in Dow facilities - to inspire more students of color to pursue careers in STEM.

"It took one person to inspire me to go into the STEM career field," she said. "I can do that for another student as well." Robinson is an inspiring example of an employee who imagines a more inclusive workplace and wider STEM community every day. She has been the subject of a Wall Street Journal 'Profiles in Innovation' video, where she shares what attracted her to a career in STEM and is candid about the challenges she has surmounted throughout her career as a Black woman in engineering. "Melanie's feature in the Wall Street Journal 'Profiles in Innovation' series is a small glimpse of the impact she makes at and around St. Charles Operations," said Luca Balbo, Lead Site Manufacturing Director of the St. Charles facility. "She is an example of what it means to 'Imagine Better' for a more inclusive workplace and expand her love for STEM to the surrounding river parish region." Balbo said because the journey to diversity in STEM begins with building diverse talent pipelines, an effective way for the company to contribute to this is via strategic investments in diverse organizations. "Melanie collaborating with our surrounding schools and community partners is an opportunity for students to get a candid and hands-on view of the variety of STEM careers available," said



Balbo. In 2020, Dow invested \$5 million to foster the Black STEM pipeline at five historically Black colleges and universities. More recently the company joined OneTen, a coalition of businesses that will work together over the next 10 years to upskill, hire and advance one million Black candidates into family-sustaining jobs with opportunities for advancement and professional development. Dow has also established Dow ACTs - Advocacy, Community and Talent - a framework, informed by input from their employees, that is designed to address and dismantle systemic racism and inequity both within the company and in the community.



Shell Norco is at the forefront of Shell's energy transition

With over 100 years of history in Louisiana, Shell remains committed to powering progress by transforming their business and promising to deliver lower carbon fuels and products.

"We're at the core of reinventing an industry that is essential to life, making it sustainable and circular so it can be essential for decades and generations to come" Shell Senior Vice President U.S. Gulf Coast Emma Lewis said.

Shell's energy transition features significant investments at Shell Geismar, Convent and right here in St. Charles Parish at Shell Norco. Upgrades will allow for production of circular plastics, biofuels and lower carbon specialty chemicals. Shell officials said enhanced integration among diverse Louisiana facilities will increase overall efficiency.

Brandon Devillier, transformation manager at the Norco site, said Shell Norco was the first and a leader in the industry to bring in recycled plastic material and produce ethylene with it.

"We were the first to do it and quick to do it," he said. "Shell is a leader in the space, and we are partnering with companies in the U.S ... they set us up in Norco to be the leader in that space."

Devillier added that Shell is committed to continuing to develop technology and bringing in new and better opportunities to the region that would aid in the longevity of the Norco site.



"Norco has been a Shell site for 93 years," he said. "Our view is, 'What do we need to do to make sure Shell in Norco can continue to deliver our customers' needs for the next 93 years?'"

As energy demands change, he added, Shell will be poised and ready for any energy transitions

"We're working to make sure we have options as technology develops, as well as when our customers are looking for alternatives to fossil fuels," Devillier said.





Powering Progress

Louisiana is at the forefront of Shell's energy transition

"We're at the core of reinventing an industry that is essential to life, making it sustainable and circular so it can be essential for decades and generations to come."

EMMA LEWIS | Shell Senior Vice President U.S. Gulf Coast



BRUCE
Ensure Safe Production Specialist
SHELL NORCO

With over 100 years of history in Louisiana, Shell remains committed to powering progress by transforming our business.

OUR PROMISE is to deliver lower carbon fuels and products. Shell's energy transition features significant investments at Shell Geismar, Convent and Norco. Upgrades will allow for production of circular plastics, biofuels and lower carbon specialty chemicals. Enhanced integration among our diverse Louisiana facilities will increase overall efficiency. Our region is well positioned for an exciting future.

SHELL IS LEADING THE TRANSITION INTO THE NEXT 100 YEARS.

The creative thinking of more than 3,000 Shell employees will make the future for the Rhythm of Louisiana.

shell.us/louisiana | [#PoweringProgress](https://twitter.com/PoweringProgress)

THE *Rhythm* OF **LOUISIANA**

Valero raises over \$125,000 for St. John United Way at 1st Annual ‘Cast It Forward’ Fishing Tournament

Valero St. Charles Refinery held its first-ever “Cast It Forward” Fishing Tournament benefiting the St. John United Way on Thursday, June 2 and Friday, June 3 in Grand Isle, which raised over \$125,000. More than 200 people participated in this first-time event.

“We greatly appreciate the overwhelming support we received from our business partners to make this event happen,” said Jerry Stumbo, Vice President and General Manager at Valero’s St. Charles refinery. “Most of us in South Louisiana enjoy fishing and the outdoors. I can’t think of a better way to raise charitable funding than by spending time doing what we love. And I can’t think of a better organization to donate the funds to than United Way.”

The funds Valero raised from the event, will go directly toward programs which serve St. John the Baptist Parish and the surrounding areas. These programs include Court-appointed Special Advocates (CASA), Science, Technology, Engineering and Mathematics (STEM), Dolly Parton Imagination Library

(reading program) and Greater New Orleans Therapeutic Riding Center among others. United Way’s services include assistance for domestic violence survivors, counseling for disadvantaged residents, utility and rental assistance, food distribution and ramps for the elderly/disabled.

“Valero’s fishing tournament was a

huge success in every way imaginable and it’s only the first year,” said Artis Williams, Executive Director of St. John United Way. The team funds raised over \$125,000 in funds that are being given to us at such a critical time, after the pandemic and Hurricane Ida. Thanks again to all those who participated.”

cated in the Mid-Continent region of the U.S. with a combined production capacity of approximately 1.6 billion gallons per year. Valero manages its operations through its Refining, Renewable Diesel, and Ethanol segments. Visit www.investorvalero.com for more information.

About Valero

Valero is a multinational manufacturer and marketer of petroleum-based and low-carbon liquid transportation fuels and petrochemical products, and Valero sells its products primarily in the United States (U.S.), Canada, the United Kingdom (U.K.), Ireland, and Latin America. Valero owns 15 petroleum refineries located in the U.S., Canada, and the U.K. with a combined throughput capacity of approximately 3.2 million barrels per day (BPD). Valero is a joint venture member in Diamond Green Diesel Holdings LLC (DGD), which owns a renewable diesel plant in Norco, Louisiana with a production capacity of 700 million gallons per year, and Valero owns 12 ethanol plants located in the Mid-Continent region of the U.S. with a combined production capacity of approximately 1.6 billion gallons per year. Valero manages its operations through its Refining, Renewable Diesel, and Ethanol segments. Visit www.investorvalero.com for more information.



Valero St. Charles Refinery’s Fishing Tournament committee presents \$125,000 check to St. John United Way. Pictured from left to right: (front row) Artis Williams, Tim Leblanc, Jerry Stumbo, Taryn Rogers, David Bourg, Kris Elliott and David Le. (back row) Jeremy Kugler, Ricky Cheramie, Black Cassels, Thomas Epperly and Bob Fisher.

Thank You

Campaign Donors

Recognizing the 10 companies who raised the most funds in 2021.



Norco

\$3,017,310



Valero

\$1,140,829



DOW

\$361,758



entergy

\$132,700



BAYER

\$131,244



ZACHRY

\$69,752



ST. CHARLES PARISH

\$56,325



ST. CHARLES PARISH

\$32,732



Cornerstone

\$21,000



Access

\$16,811



ST. CHARLES PARISH

\$13,926

Thank You for Your Support

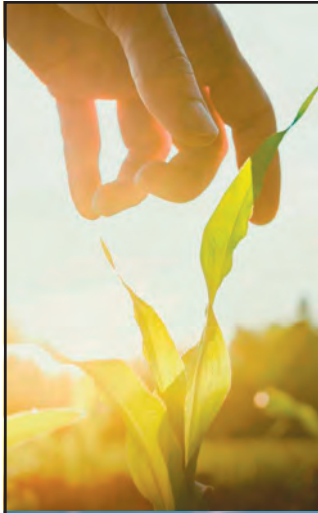
4-H • Access Health Louisiana • AM/PM Staffing Services • Atmos
Bayer • CADA • Cornerstone Chemical Company • Council on Aging
Creative Family Solutions • Dow St. Charles Operations • Entergy Waterford 3
FedEx • First Horizon Corporation • Gusto Express Payroll
Metro Centers for Community Advocacy • Rain CII Carbon • Second Harvest
Shell Norco Manufacturing Complex • St. Charles Parish Government
St. Charles Parish Hospital • St. Charles Parish Public Schools
St. Charles Parish Sheriff’s Office • United Way of St. Charles
UPS • Valero St. Charles Refinery • Zachry Group



United Way of St. Charles

www.uwaysc.org

For information on holding a campaign at your company, please contact Melissa Perrier at melissa@uwaysc.org



Congratulations to the following recipients and their submitted projects on receiving grants from the Bayer Fund:



Cancer Association of Greater New Orleans



Junior Achievement of Greater New Orleans



Second Harvest Food Bank of Greater New Orleans and Acadiana



St. Charles Public Schools Foundation



Teaching Responsible Earth Education



United Way of St. Charles



Bayer Fund

Rain Carbon: On a sustainable journey for its customers, communities and employees

At Rain Carbon Inc., there is a firm understanding that nothing will have a greater impact on the success of its business than the company’s sustainability efforts and ability to meet the related needs of customers and communities where it operates. Just as important, the company understands that its commitment to “doing what’s right” when it comes to acting as a responsible corporate citizen will play a crucial role in its ability to retain and attract the skilled employees required to make its business successful.

“By building on more than 150 years of industry leadership and innovation, we are working to accelerate the transformation of our industry in a world committed to cleaner, lighter and faster products and manufacturing applications,” says Gerry Sweeney, president of the Connecticut-based company with a significant presence in Louisiana. “Our ability to convert industrial by-products into essential materials for sustainable 21st-century applications while using environmentally friendly practices also provides the dual benefit of creating new market opportunities for our company and driving long-term value.”

Sweeney acknowledges that attaining the company’s goal of becoming the most sustainable company in its industry “won’t be easy or fast, but we are absolutely up to the challenge.”



In fact, Rain Carbon’s sustainability journey is well underway at its four calcination plants in Louisiana – Norco, Chalmette, Gramercy and Lake Charles – as well as its other calcination, distillation and advanced materials production facilities in the United States, Belgium, Canada, Germany, India, Poland and Russia.

In the course of the company’s daily operations, the sustainability efforts in its Carbon and Advanced Materials segments begin with the “upcycling” of green petroleum coke (GPC) and coal tar. By extracting additional value from these by-products of petroleum refining and steel production, the company is achieving higher levels of carbon productivity compared with allowing them to be used in less efficient ways – such as burned as a highly emitting fuel for power generation. In doing so, Rain Carbon is transforming these by-products into critical raw materials for goods that people use every day while helping to meet

growing demand for greener products and a cleaner environment.

These raw materials include calcined petroleum coke (CPC) and coal tar pitch, which are essential ingredients in the anodes required for the production of lightweight and infinitely recyclable aluminum. Elsewhere, its PETRORES® specialty coatings are used in the lithium-ion batteries required for emission-free electric vehicles, and NOVARES® resins decrease a car’s energy consumption by reducing rolling and abrasion resistance in tires. Similarly, its calcinable anhydrous carbon pellets, once commercialized as a CPC substitute for use in anodes for aluminum production, will improve Rain Carbon’s efficient use of natural resources by increasing its GPC utilization rate while also contributing to lower emissions and energy consumption by smelters.

Elsewhere, Rain Carbon is working to reduce and minimize the environmental impact of its production processes. For instance, in response to concerns about climate change and carbon emissions, as well as a desire for improved energy efficiency, the company has made major investments in waste-heat recovery systems at several of its calcination facilities in the United States and India and at its distillation and advanced materials sites in Belgium and Germany.

“The co-generated electricity and

steam from our production processes is used by our plants, neighboring companies and also supplied to the local power grid, thus mitigating the need to generate the same amount of coal-fired electricity and eliminating the accompanying CO2 emissions,” Sweeney says. “Our clean-air efforts can also be seen in the flue-gas desulfurization systems installed at five of our plants in the United States and India – including Norco. In fact, our new vertical-shaft calciner in India is equipped with a state-of-the-art scrubbing system that removes more than 99% of the facility’s SO2 emissions, making it the most environmentally friendly plant of its kind in the world.”

Beyond its products and processes, Rain Carbon strives to enhance the quality of life in the communities where it operates as well as the well-being of its employees. A clear example of its commitment to employee well-being is an intense focus on workplace safety, training and development, which has enabled Rain Carbon to achieve an exponential decline in its total recordable injury rate (TRIR). During each of the past three years, it has achieved a TRIR under 0.20, making Rain Carbon a best-in-class company among its industry peers in terms of safety performance.

“We are also very proud of the work

RAIN on 16A

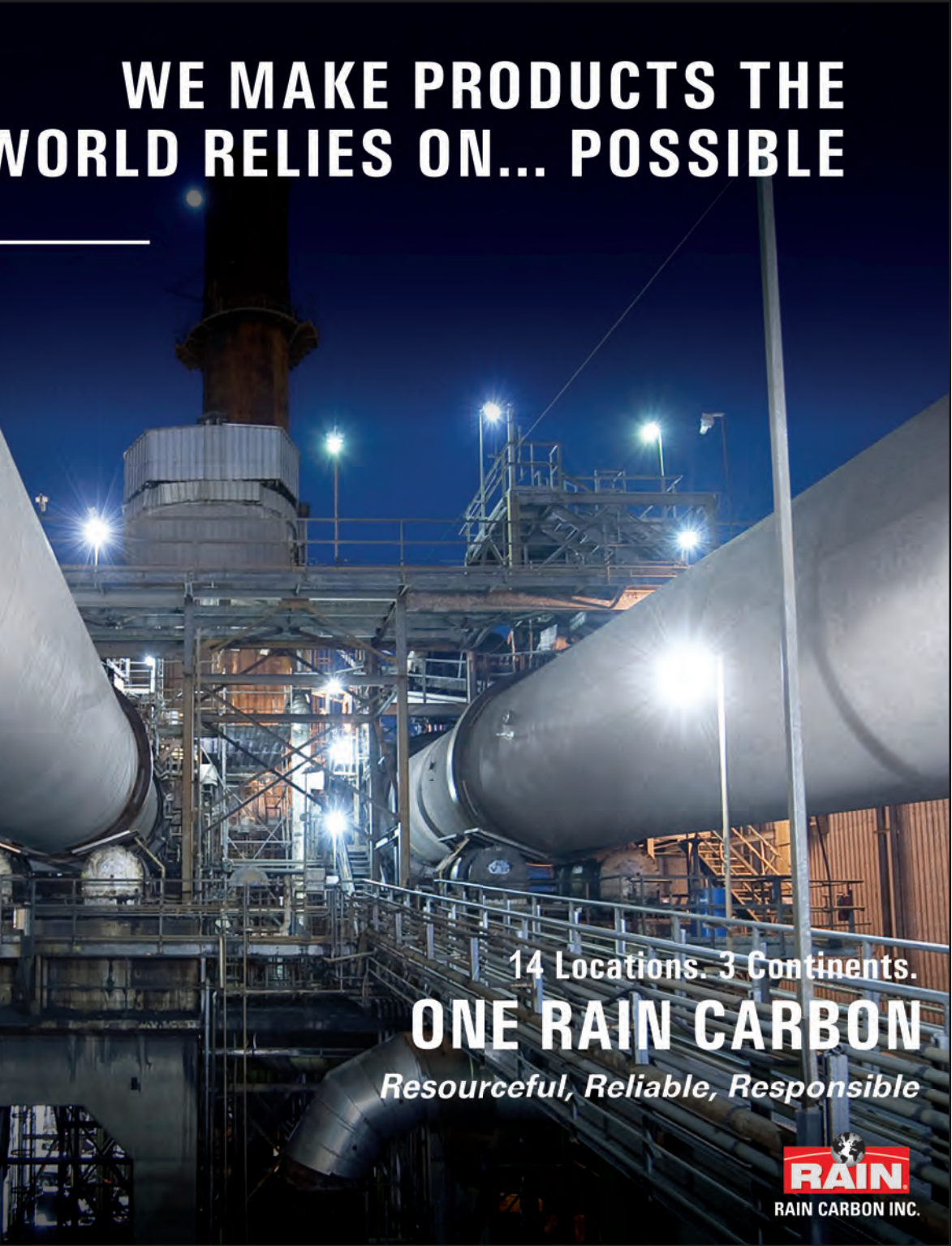




Our carbon- and coal tar-based materials begin as the byproducts of other industries. We transform them into essential ingredients for a wide range of industrial processes and products that people rely on every day. By extracting additional value from these industrial byproducts, we’re not just recycling; we’re “upcycling” them for lighter, faster, cleaner and more sustainable 21st-century applications.

Industries We Serve: • Aluminum • Steel • Carbon Black • Automotive • Titanium Dioxide • Specialty Chemicals • Adhesives • Paints & Coatings • Graphite • Construction • Wood Preservation • Refractory

WE MAKE PRODUCTS THE WORLD RELIES ON... POSSIBLE



14 Locations. 3 Continents.

ONE RAIN CARBON

Resourceful, Reliable, Responsible



RAIN
RAIN CARBON INC.

IMTT is committed to diversity, sustainability and the community

International-Matex Tank Terminals (IMTT) was purchased by Riverstone Holdings LLC in December of 2020. This change in ownership has brought in new initiatives with CEO Carlin Conner, including diversity, equity, and inclusion, as well as sustainability and increased community outreach.



Jules Victor, a longtime member of the Support Services Department and resident of St. Rose.

Diversity, Equity and Inclusion
Diversity, equity and inclusion are sponsored at the highest levels in the company and initiatives are applicable—but not limited to— IMTT’s practices and policies on recruitment and selection, compensation and benefits, professional development and training, promotions, transfers, social and recreational programs, layoffs, terminations, and the ongoing development of a work environment built on the premise of equity.

Rene Gurdian, General Manager for

the Gulf Region and DE&I committee member said, “IMTT believes that diversity, equity, and inclusion are more than just words, they are guiding principles which make us stronger and more innovative as an organization. To support us on this journey we have a Diversity, Equity, and Inclusion committee to help shape our plans and bring about positive change that keeps us all moving forward together. The responsibility for a diverse, equitable, and inclusive workplace rests with all of us. Racism of any kind has no place within our workplace, we reject all forms of hatred, prejudice, intolerance, and discrimination.”

The newly formed DE&I committee, comprised of a diverse group of employees of IMTT, looks to increase awareness and respectful communication amongst colleagues. The members have begun to meet monthly to discuss a pre-determined topic and they end with an open forum for discussions on ways IMTT can improve.

Committee participant Jules Victor, a longtime member of the Support Services Department and resident of St. Rose, said he is grateful that he and others have an opportunity to share their experiences and thoughts with management.

Sustainability
A sustainability committee was also

created this year with technical experts from within the company. This committee has been tasked with calculating the company’s existing carbon footprint and searching for ways to reduce these emissions. This includes emissions from electrical usage to fleet vehicles used at the facilities.

One such member is Environmental Manager and St. Rose native, Melanie Landry.

“I am a proud product of St. Charles Parish,” Landry said. “I was born and raised in St. Rose and went to St. Rose Elementary, Albert Cammon Middle School, and Destrehan High School. I am honored and blessed to use my knowledge and skill-set to identify sustainable practices and control technologies that directly benefit my hometown.”

Another goal under this newly established initiative is to form agreements with clients who wish to store “greener” products, such as renewable fuels.

An existing partnership currently underway that meets this goal at the local level is the Diamond Green Diesel venture that IMTT has secured for its St. Rose Terminal. For this project, IMTT is repurposing approximately 790,000 barrels of existing heavy and residual petroleum service to the storage of renewable diesel feedstock and finished products. This will result in a decrease in overall emissions at the IMTT St. Rose site.



IMTT volunteered manpower and equipment to help build a playground at Ed Reed Park.

Community Outreach
Under the new ownership, IMTT seeks to expand community outreach activities that directly impact the communities in which they operate. Two such opportunities include partnerships with the nearby Ed Reed Park and the St. Rose Community Center.

In May of 2021, IMTT volunteered manpower and equipment alongside St. Charles Parish Recreational Department and the Destrehan High School Handy Man Crew to build a playground for the Ed Reed Park. The park is the dream of St. Rose native and NFL Hall of Famer Ed Reed and features a turf football field, multiple basketball courts, and a playground. IMTT also donated \$50,000 in 2020 to sponsor one of the basketball courts.

IMTT has also formed an ongoing partnership with the St. Rose

IMTT on 16A



Port of South Louisiana feeds, fuels world

The food we eat, the furniture we use, the shoes on our feet, the fuel in our cars – there’s no way around it; it all comes through a port. That is exactly what is happening everyday at the port on the river in your region. The Port of South Louisiana, sprawling along 54 miles of the Lower Mississippi

River right here in St. Charles, St. James, St. John Parish, is one of the largest tonnage ports in the Western Hemisphere. The work done there is quite literally feeding and fueling the nation and the world.

As America’s leading grain exporter, 60 percent of the nation’s grain comes right through the Port of South Louisiana. The Port is home to seven of the state’s nine grain elevators including ADM, Bungee, Cargill and the world’s largest stand-alone grain terminal, Zen Noh Grain. With conflict in Russian and Ukraine, the world is facing a grain shortage that could affect nearly 400 million people. Farmers and industry are coming up with new technology and solutions everyday to address this crisis and the Port of South Louisiana is ground zero for that movement.

Greenfield Louisiana plans to construct a state-of-the-art export grain terminal which will move 11.0+ million metric tons annually of U.S. grown agriculture products, primarily corn, wheat, and soybeans with some throughput from other locally grown specialty crops to the domestic and international export markets. It is important to note that, given the safety protocols and technology innovations that Greenfield Louisiana have designed into the facility and will implement for construction and operations, there will be minimal environmental impacts resulting from the construction of the terminal. An added value to the project will be significant direct economic benefit to the region, including 200 safe, high paying jobs that are up to two (2) times the national average and three (3) times that of the state of Louisiana. This will prove to attract young residents back to the area to build a good life for their families for generations to come as well as provide opportunity for current residents of the area.

With over 26 million tons of crude oil imports per year, three major oil refineries, and



11 petrochemical manufacturing facilities, the Port of South Louisiana has been ranked the second largest energy transfer port in the nation. Getting that fuel from the Port to consumers is especially vital at this time. That’s why important projects such as the recent construction of a six-track rail yard adjacent to Dow Chemical in St. Charles Parish make that transfer even more efficient. The Port also recognizes the energy transition that is happening globally. Along with major investments in renewable energy that are being made at facilities throughout the River Parishes, the Port of South Louisiana has partnered with Greater New Orleans, Inc. to secure funding for refueling stations for low-carbon emission, hydrogen-based methanol-fueled vessels. These will be the first of their kind in the nation.

The Port of South Louisiana is also leading the charge on securing infrastructure investments that will not only benefit the commerce and industry of the Port’s footprint, but for families living throughout the River Parishes. Projects like the construction of a new Reserve interchange on I-10, the reconfiguration of the Highway 90 & I-310 interchange and the widening of Highway 3127 from two lanes to four lanes will alleviate the traffic issues that commuters face everyday and spur economic development for generations to come.

CEO Paul Matthews, who took over the reins of the Port of South Louisiana in January, has made it clear that the Port of South Louisiana has to take a proactive approach to understanding the market trends and how to best position the Port to meet those needs before they happen. With the same shared values of the hard-working people of the River Region, he has assembled a team that recognizes that the Port of South Louisiana has to “Be Ready” so that it never has to “Get Ready.”

RAIN from 14A

we do in our communities,” Sweeney says. In Louisiana, for example, the company partners with local schools to help drive STEM (science, technology, engineering, mathematics) education and has provided more than \$1.75 million in financial support to local United Way chapters. In addition, prior to the COVID pandemic, its U.S. employees donated approximately 1,000 hours a year to support local food banks, serve as volunteer coaches, help construct Habitat for Humanity homes and more.

“That’s a lot of be proud of – and it is just the tip of the iceberg, in terms of our sustainability and corporate social responsibility (CSR) efforts,” Sweeney says. “At the same time, there is much more to be done.

“The good news is that we have an long-standing and ongoing ability to proactively adapt and pivot as a business.

As the world has changed since the 19th century, so too have Rain Carbon and our predecessor businesses. In doing so, we have demonstrated that ‘sustainability’ refers to more than environmental- and CSR-related activities. As an evolving, adapting business, ‘sustainability’ also describes the longevity of our company. With our continued investments in 21st-century technologies and processes – as well as employee training and development – Rain Carbon is well positioned to continue to make meaningful and sustainable contributions for our customers, communities, employees and investors for decades to come.”

Learn more about Rain Carbon, its commitment to sustainability and exciting employment opportunities at www.raincarbon.com.

IMTT from 15A

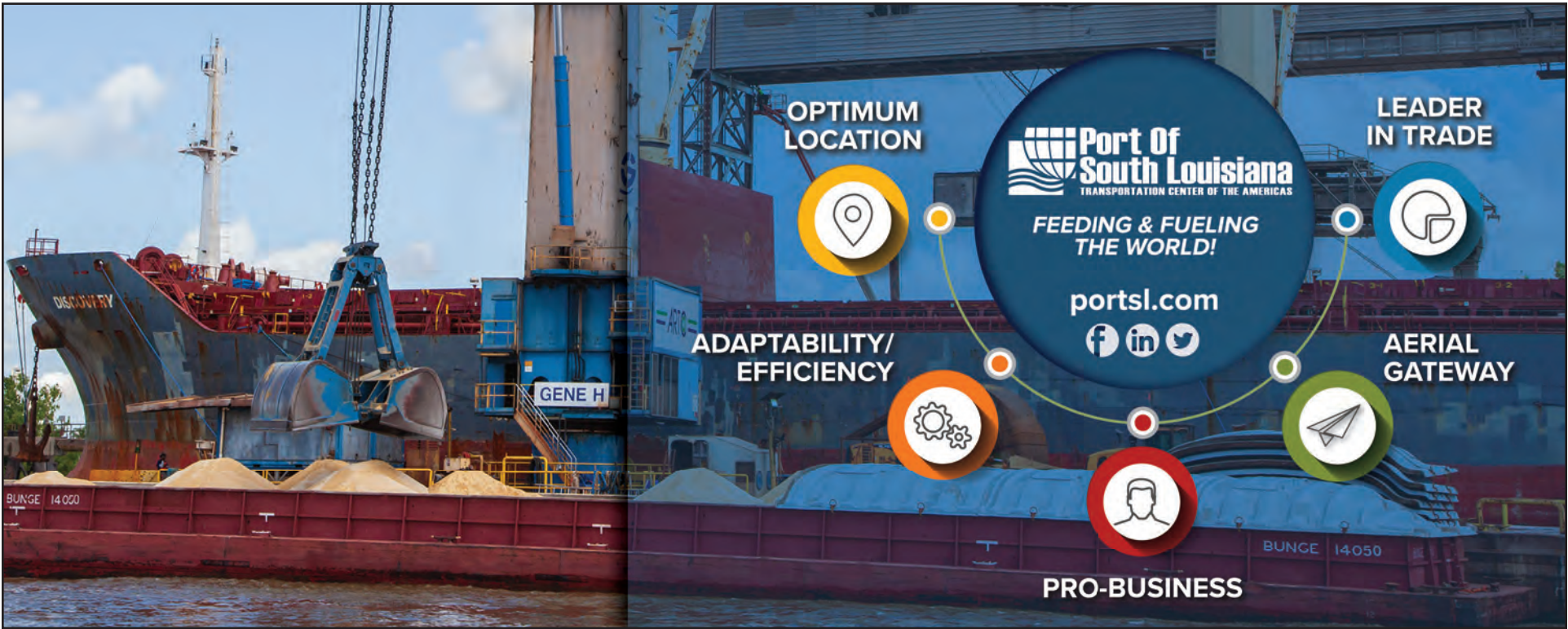
Community Center. Joan Diaz, Director of Community Services, had this to say about the partnership, “The St. Rose Community Center provides neighborhood-based programs to youth and adults in the St. Rose Community. With the support of IMTT, we have been able to respond to the expanded needs in that community through their sponsorship of our ‘Lunch and Learn on the Go’ program and snowballs for our youth participating in the Summer Enrichment Program. In addition, through a generous donation from IMTT, we are excited about the addition of new playground equipment at the St. Rose Center.”

IMTT meets seasonally with the employees of the St. Rose Community Center to identify needs and opportunities to help the center.

Other notable donations from IMTT include a \$75,000 donation to the St. Charles Parish Department of Parks and Recreation, continued donations and support for the St. Rose Volunteer Fire Department, and annual donations to Toys for Tots. IMTT also has members who actively volunteer and participate in the Rotary Club of St. Charles and the River Region’s Chamber of Commerce.

The Future of IMTT

At IMTT we acknowledge this is a journey and it will take time for the goals of our initiatives to be met, but as our CEO Carlin Conner has said “we need to continue to drive our commitment to result in desired outcomes.”





/HERALDGUIDE



/STCHARLESHERALD · WWW.HERALDGUIDE.COM

Two St. Charles Parish players earn All-State honors



Photos by Ryan Arena/Herald Guide

Sara Roussel of Hahnville.

Ryan Arena Editor
ryana@heraldguide.com

Destrehan senior Noah Simon and Hahnville senior Sara Roussel capped off their prep careers by earning respective roles on the LSWA Class 5A All-State baseball and softball teams.

Simon, who committed in April to play baseball at the collegiate level at Northwest Florida State University, starred

of the Wildcats' order while also putting forth stellar work in centerfield defensively and on the mound as a pitcher.

He went 4-0 on the mound, striking out 84 batters in 71.1 innings, while only walking 15. He recorded three complete game shutouts, and eight complete games in all to help fuel a 4-0 district record as starter and an 8-4 record over-

2022 and helped propel the team to an opening round playoff victory.

At the plate, he batted .348 with three home runs, and set the team's single season steals record with 26 – beating out a high mark previously set by his brother, Dane. Simon had a .489 on-base percentage as well and drove in 31 runs this season.

But his play was just as

the teams this season that cut off a HHS scoring threat, his team seemed

middle of the field for the Tigers, a shortstop with the ability to slide

went 4-for-4, HHS head coach Todd Schulz noted his leadoff hitter's great

“She’s a game-changer. She knows the game and reads defenses very well. She just goes up and you know she’s going to have a good, competitive at-bat every time.” — HHS softball coach Todd Schulz

to feed off the play to finish what would be a DHS victory.

“He’s amazing,” John Carmichael, the day’s pitcher for DHS, said of

to second base. She virtually lived on base for Hahnville, batting .550 on the season with a .609 on-base percentage. She helped the Tigers earn the

value to the Lady Tigers. “She’s a game-changer,” said Schulz. “She knows the game and can read the defenses really well. She just goes up there



Photos by Ryan Arena/Herald Guide

Noah Simon of Destrehan

Simon. “A ball gets hit to him with two outs and you just know you can start walking to the dugout, because he’s going to make the play. He has a cannon.”

Roussel, who will play college softball after signing with LSU-Eunice, is a versatile standout who helped lockdown the

District 7-5A championship and a trip to the Class 5A state quarterfinals.

Rouaael scored 48 runs, drove in 25 runs and wreaked havoc when running, stealing 18 bases. She hit 10 doubles and three triples.

After a late-season game against Mount Carmel in which Roussel

and you know she’ll have good, competitive at-bats every time.”

Hahnville’s Laney Waguespack was named honorable mention to the 5A softball squad, while Destrehan’s John Carmichael earned honorable mention for baseball.

“He’s amazing. A ball gets hit to him with two outs and you know you can start walking to the dugout, because he’ll make the play ... he has a cannon.” — DHS pitcher John Carmichael

in several phases for the Wildcats. He earned District 7-5A MVP honors, batting in the middle

all. His ERA was 2.06 on the season. Simon helped Destrehan secure the District 7-5A crown in

loud in centerfield. After a critical early game put out against Hahnville in the first meeting between

TODAY'S CAR CARE

Complete Automotive Services

90 MIMOSA AVE
AT HWY. 90
985-785-9510

TODAYSCARCARE.COM
THE TEAM YOU CAN TRUST
CALL NOW TO SET UP AN APPOINTMENT

HHS summer squad thriving

Tigers get 1st work under new head baseball coach, have won six in a row

Ryan Arena Editor
ryana@heraldguide.com

Hahnville has won six games in a row on the baseball diamond, in the midst of a strong summer season in the Tigers' first action under freshly hired head coach Jared Vial.

HHS is 13-4-2 thus far during the Crescent City prep league season, and during its win streak it has allowed no more than two runs in any of the six wins.

Two ties resulted within Hahnville's first three games of the summer, including a 13-13 finish against East Ascension. Since then, the Tigers have been red hot. Vial, who was hired earlier this month, began coaching with the Tigers in the first week of June and has been getting to know his players during live competition.

“Yeah, I kind of jumped right into it,” said Vial, a Hahnville alum who was an assistant with Destrehan prior to taking the helm of the Tigers program. “You’re juggling building relationships with the kids, trying

to win a ballgame and keeping everyone healthy with the crazy schedule we have. Trying to put the pieces together to benefit the players, compete and win ballgames.”

“We have been doing a very good job at creating offense ... It’s about using every tool in our toolbox to win games.”

— HHS Head Coach Jared Vial

Vial said he's been especially pleased with how the team has been executing in the "small ball" game over the summer, bunting, stealing bases and manufacturing avenues to put runs on the board.

Thank you for allowing us to continue providing your family with clean, quality water this year. In order to maintain a safe and dependable water supply we sometimes need to make improvements that will benefit all of our customers. The employees of the St. Charles Parish Water Department work around the clock to provide top quality drinking water to every tap. We ask that all our customers help us protect and conserve our water resources, which are the heart of our community, our way of life and our children's future.

Parish President Matthew Jewell is pleased to report that our drinking water is safe and meets Federal and State requirements. In order to ensure that tap water is safe to drink, The Environmental Protection Agency prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration regulations establish limits for contaminants in bottled water, which must provide the same protection for public health. If you have any questions about this report or your water utility, please contact Greg Gorden or Dustin Zeringue at (985) 783-5110. We want our valued customers to be informed about their water.

The Louisiana Department of Health/Office of Public Health routinely monitors for constituents in your drinking water according to Federal and State laws. The table on the second page shows the results of our monitoring for the period of January 1 to December 31, 2021. Drinking water, including bottled drinking water, may be reasonably expected to contain at least small amounts of some contaminants. It is important to remember that the presence of these contaminants does not necessarily indicate that water poses a health risk.

St. Charles Parish vigilantly safeguards the quality of its water. Our employees live in the same neighborhoods you do. When we turn on our taps we expect what you expect a reliable source of high-quality drinking water.

This report is a summary of the quality of water provided to our customers for the last year. It is a record reflecting the hard work of our employees to bring you water that is absolutely safe. Included are details about where your water comes from, what it contains and how it compares to standards set by regulatory agencies. The St. Charles Parish Department of Waterworks is committed to providing you with information about your water supply, because customers who are well-informed are our best allies in supporting improvements necessary to maintain the highest drinking water standards.

If present, elevated levels of lead cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. St. Charles Parish Department of Waterworks is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

Some people who drink water containing trihalomethanes in excess of the MCL over many years may experience problems with their liver, kidneys, or central nervous systems, and may have an increased risk of getting cancer.

Some people who drink water containing haloacetic acids in excess of the MCL over many years may have an increased risk of getting cancer.

We are pleased to present to you the Annual Water Quality Report for the year 2021. This report is designed to inform you about the quality of your water and services we deliver to you every day (Este informe contiene información muy importante sobre su agua potable. Tradúzcalo o hable con alguien que lo entienda bien). Our constant goal is to provide you with a safe and dependable supply of drinking water. We want you to understand the efforts we make to continually improve the water treatment process and protect our water resources. We are committed to ensuring the quality of your water.

Source Name	Source Water Type	Source Water Body Name
SURFACE WATER INTAKE - WB	SURFACE WATER	MISSISSIPPI RIVER
SURFACE WATER INTAKE - EB	SURFACE WATER	MISSISSIPPI RIVER

The sources of drinking water (both tap water and bottled water) include rivers, lakes streams, ponds, reservoirs, springs and wells. As water travels over the surface of land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

Microbial Contaminants**Microbial Contaminants** - such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife.

Inorganic Contaminants**Inorganic Contaminants** - such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial, or domestic wastewater discharges, oil and gas production, mining or farming.

Pesticides and Herbicides**Pesticides Herbicides** - which may come from a variety of sources such as agriculture, urban stormwater runoff and residential uses.

Organic Chemical Contaminants**Organic Chemical Contaminants** - including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff and septic systems.

Radioactive Contaminants**Radioactive Contaminants** - which can be naturally-occurring or be the result of oil and gas production and mining activities.

A Source Water Assessment Plan (SWAP) is now available from our office. This plan is an assessment of a delineated area around our listed sources through which contaminants, if present, could migrate and reach our source water. It also includes an inventory of potential sources of contamination within the delineated area, and a determination of the water supply's susceptibility to contamination by the identified potential sources. According to the Source Water Assessment Plan (SWAP), our water system had a susceptibility rating of 'MEDIUM'. If you would like to review the (SWAP), please feel free to contact our office.

Water Quality Roundup - LA18089001

The Louisiana Department of Health/Office of Public Health routinely monitors for constituents in your drinking water according to Federal and State laws. The tables that follow show the results of our monitoring during the period of January 1st to December 31st, 2021. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk.

COMPLIANCE PERIOD	ANALYTE				TYPE		
No Violations Occurred in the Calendar Year of 2021.							
DISINFECTANT	DATE	HIGHEST RAA	UNIT	RANGE	MRDL	TYPICAL SOURCE	
CHLORAMINE	2021	2.2	ppm	0.6 - 3.3	4	4	Water additive used to control microbes.

In the tables below, we have shown the regulated contaminants that were detected. Chemical Sampling of our drinking water may not be required on an annual basis; therefore, information provided in this table refers back to the latest year of chemical sampling results.

REGULATED CONTAMINANTS	COLLECTION DATE	HIGHEST VALUE	RANGE	UNIT	MCL	MCLB	TYPICAL SOURCE
ARSENIC	10/25/2021	1.8	0-1.8	ppb	10	0	Erosion of natural deposits; Runoff from orchards; Runoff from glass and electronics production wastes.
ATRAZINE	10/25/2021	0.018	0-0.018	ppb	3	3	Runoff from herbicide used on row crops.
BARIUM	10/25/2021	0.0672	0-0.0672	ppm	2	2	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits.
DIALAPON	10/25/2021	0.44	0-0.44	ppb	200	200	Runoff from herbicide used on rights of way.
FLUORIDE	1/28/2021	0.8	0.8	ppm	4	4	Erosion of natural deposits; Water which promotes strong teeth; Discharge from fertilizer and aluminum factories.
NITRATE-NITRITE	1/28/2021	1	1	ppm	10	10	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.

RADIOISOTOPES	COLLECTION DATE	HIGHEST VALUE	RANGE	UNIT	MCL	MCLB	TYPICAL SOURCE
GROSS BETA PARTICLE ACTIVITY	1/28/2021	2.82	0-2.82	pCi/L	50	0	Decay of natural and man-made products. Note: The gross beta particle activity MCL is 4 millirem/year annual dose equivalent to the total body or any internal organ. 50 pCi/L is used as a screening level.

LEAD AND COPPER	DATE	90TH PERCENTILE	RANGE	UNIT	AL	SITES OVER AL	TYPICAL SOURCE
COPPER, FREE	2020	0.2	0-0.3	ppm	1.3	0	Corrosion of household plumbing systems; Erosion of natural deposits; Leaching from wood preservatives.
LEAD	2020	1	0-3	ppb	15	0	Corrosion of household plumbing systems; Erosion of natural deposits.

DISINFECTION BYPRODUCTS	SAMPLE POINT	PERIOD	HIGHEST RAA	RANGE	UNIT	MCL	MCLB	TYPICAL SOURCE
TOTAL HALOACETIC ACIDS (THAA5)	ANNA ST @ T&P BRIDGE	2021	42	23.7-54.9	ppb	60	0	By-product of drinking water disinfection.
TOTAL HALOACETIC ACIDS (THAA5)	BAYOU GAUCHE	2021	41	23-54.4	ppb	60	0	By-product of drinking water disinfection.
TOTAL HALOACETIC ACIDS (THAA5)	DES ALLEMANOS SCHOOL	2021	42	23.5-55.1	ppb	60	0	By-product of drinking water disinfection.
TOTAL HALOACETIC ACIDS (THAA5)	EVANGELINE OF ORMOND NURSING HOME ORMOND	2021	40	38.6-52.3	ppb	60	0	By-product of drinking water disinfection.
TOTAL HALOACETIC ACIDS (THAA5)	HAMN STREET	2021	41	38.2-54.9	ppb	60	0	By-product of drinking water disinfection.
TOTAL HALOACETIC ACIDS (THAA5)	ORMOND AVE AND L&A RAILROAD	2021	41	37.8-52.3	ppb	60	0	By-product of drinking water disinfection.
TOTAL HALOACETIC ACIDS (THAA5)	TEAL STREET ST. JAMES BUSINESS PK	2021	41	37.6-56	ppb	60	0	By-product of drinking water disinfection.
TOTAL HALOACETIC ACIDS (THAA5)	THOROUGHGBRED AVENUE	2021	38	37.8-49.9	ppb	60	0	By-product of drinking water disinfection.
TOTAL HALOACETIC ACIDS (THAA5)	ANNA ST @ T&P BRIDGE	2021	48	46-138.4	ppb	80	0	By-product of drinking water disinfection.
TOTAL HALOACETIC ACIDS (THAA5)	BAYOU GAUCHE	2021	61	42.9-71.2	ppb	80	0	By-product of drinking water disinfection.
TOTAL HALOACETIC ACIDS (THAA5)	DES ALLEMANOS SCHOOL	2021	62	46.2-73.4	ppb	80	0	By-product of drinking water disinfection.
TOTAL HALOACETIC ACIDS (THAA5)	EVANGELINE OF ORMOND NURSING HOME ORMOND	2021	61	36-75.2	ppb	80	0	By-product of drinking water disinfection.
TOTAL HALOACETIC ACIDS (THAA5)	HAMN STREET	2021	59	35.6-77.2	ppb	80	0	By-product of drinking water disinfection.
TOTAL HALOACETIC ACIDS (THAA5)	ORMOND AVE AND L&A RAILROAD	2021	61	38.6-49.3	ppb	80	0	By-product of drinking water disinfection.
TOTAL HALOACETIC ACIDS (THAA5)	TEAL STREET ST. JAMES BUSINESS PK	2021	56	38.7-44.1	ppb	80	0	By-product of drinking water disinfection.
TOTAL HALOACETIC ACIDS (THAA5)	THOROUGHGBRED AVENUE	2021	60	39.1-73.3	ppb	80	0	By-product of drinking water disinfection.

SECONDARY CONTAMINANTS	COLLECTION DATE	YOUR HIGHEST VALUE	RANGE	UNIT	SMCL
CHLORIDE	1/28/2021	32	31-32	MG/L	250
PH	1/28/2021	5.85	5.47-5.85	PH	8.5
SULFATE	1/28/2021	90	33-50	MG/L	250

REGULATED CONTAMINANTS	COLLECTION DATE	LOWEST MONTHLY % MEETING LIMIT	RANGE	MCL	UNIT	TYPICAL SOURCE
TURBIDITY	NA	100%	100%	0.3	NTU	Soil Runoff
REGULATED CONTAMINANTS	COLLECTION DATE	HIGHEST VALUE	RANGE	MCL	UNIT	TYPICAL SOURCE
TURBIDITY	9/1/2021	0.14	.05-14	0.3	NTU	Soil Runoff
REGULATED CONTAMINANTS	COLLECTION DATE	HIGHEST VALUE	RANGE	MRDL	UNIT	TYPICAL SOURCE
DISINFECTANT	2021	3.19	2.1-3.1	4	PPM	

Note: Turbidity is the measure of the cloudiness of the water. Turbidity is brought about by particles of suspended matter in water. Turbidity is not a health risk.

LISTED ABOVE are contaminants detected in St. Charles Parish drinking water. All are below allowed levels. Not listed are the hundreds of other contaminants for which we have tested that were not detected.

IN THE TABLE ABOVE, YOU WILL FIND MANY TERMS AND ABBREVIATIONS YOU MIGHT NOT BE FAMILIAR WITH. TO HELP YOU BETTER UNDERSTAND THESE TERMS, WE'VE PROVIDED THE FOLLOWING DEFINITIONS BELOW.

DEFINITIONS
PARTS PER MILLION (PPM) OR MILLIGRAMS PER LITER (MG/L) - One part per million corresponds to one ounce in two years or a single penny in \$10,000.
PARTS PER BILLION (PPB) OR MICROGRAMS PER LITER (UG/L) - One part per billion corresponds to one ounce in 2,000 years or one cent in \$10,000,000.
PERCENTAGE PER LITER (PPL) - Percentages per liter is a measure of the radioactivity in water.
NEPHLOMETRIC TURBIDITY UNIT (NTU) - Nephelometric turbidity unit is a measure of the clarity of water. Turbidity is caused by 5 NTU is not acceptable in the average person.
ACTION LEVEL (AL) - The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
MRDL - Below Definition
MAXIMUM CONTAMINANT LEVEL (MCL) - The "Maximum Allowed" MCL is the highest level of a contaminant that is allowed in drinking water. MCL's are set as close to the MCLG as is feasible using the best available treatment technology.
MAXIMUM CONTAMINANT LEVEL GOAL (MCLG) - The "Goal" is the level of a contaminant in drinking water below which there is no known or expected risk to health.
MAXIMUM RESIDUAL DISINFECTANT LEVEL (MRDL) - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for the control of microbial contamination.
MAXIMUM RESIDUAL DISINFECTANT LEVEL GOAL (MRDLG) - The level of a disinfectant below which there is no known or expected risk to health.
CRYPTOSPORIDIUM DATA St. Charles Parish Water System conducted monthly source water monitoring for Cryptosporidium (Crypto) from January 2021 to September 2021. Crypto was not detected.
SPECIAL INFO AVAILABLE Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly persons and infants can be particularly at risk from infections. These people should seek advice about drinking water from their healthcare providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791).
CUSTOMER VIEWS WELCOME: If you are interested in learning more about the water department and water quality, call our Customer Service office at (985) 783-5110. Contact Dustin Zeringue for individual or group guided water treatment plant tours. School groups are welcomed. The St. Charles Parish Council meets at 6:00 p.m. on the first and third Monday of each month at the Parish Convention Hall. All sessions are open to the public.

Waterworks' Web Address: www.stcharlesparish-la.gov/waterworks

Located off the Bayou Gauche Road - just across from the WPA Road. Utilities are NOT on property, but available to the area of nearby subdivision. This price includes lot 951 and the adjoining lot 928. There is approximately wetland of an acre. Seller will not do delineation. Current Zoning is R1AM and PID. **\$550K**

Facts to Know about Prostate Cancer

Ochsner Health

Prostate cancer is the most common cancer and the second leading cause of cancer death, behind lung cancer, in men. According to the American Cancer Society, one in eight men will be diagnosed with prostate cancer in his lifetime and an estimated 268,490 new cases will be diagnosed in the United States in 2022. These are staggering numbers, particularly given the advances in prostate cancer diagnosis and treatment in recent years.

Prostate cancer has a widely variable biology and clinical course. Many patients will have an indolent disease that can be managed either with surveillance or localized therapies such as surgery or radiation therapy. Some patients will have a more aggressive disease that may require a multidisciplinary approach, including surgery, radiation therapy, hormonal therapy and even chemotherapy.

Most cases of prostate cancer are diagnosed after a prostate biopsy is performed in response to an elevated PSA (prostate specific antigen) test. The PSA test is somewhat controversial because it can lead to over-diagnosis and over-treatment of prostate cancers that perhaps never would have caused any clinical problems. Also, there can be other non-cancerous reasons for an elevated PSA level. For these reasons, it is important to discuss the pros/cons of PSA screening with your physician.

The Gleason score is a grading scale used to classify how the prostate cancer looks under the microscope. A higher Gleason score is reflective of a more aggressive cancer.

For prostate cancers that are confined to the prostate gland, management options include surgery (a prostatectomy), radiation therapy, or, in some cases, active surveillance. Active surveillance includes frequent measurement of PSA levels and intermittent prostate biopsies; it is only an option for very low-risk disease.

Sometimes, following surgery or radiation, androgen-deprivation therapy is given to decrease the risk of prostate cancer recurrence. Male sex hormones, specifically testosterone, are a driving factor for development and progression of prostate cancer. Androgen-deprivation therapy (ADT) essentially decreases the effect of testosterone on the cancer by decreasing the production of testosterone or by blocking the binding of testosterone to receptors on the cancer. The major side effects of ADT include impotence, fatigue, and mood changes.

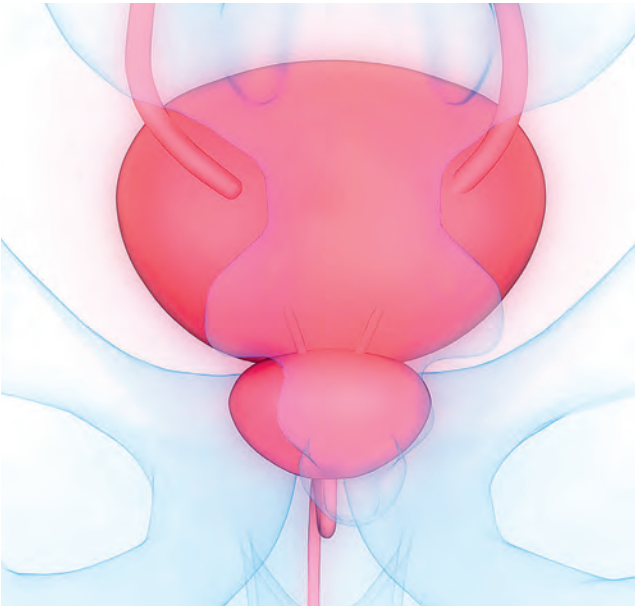
Another treatment option for localized prostate cancer is the Focal One HIFU device, offered at the Center for Urologic Oncology in the Gayle and Tom Benson Cancer Center at Ochsner Medical Center – New Orleans. The device uses high-frequency sound waves precisely directed at the cancerous tissue through an ultrasound

probe inserted into the rectum. No incisions are made. The high-intensity sound waves heat up and destroy the targeted cancer tissue, causing cell death. With HIFU, the urologist is able to focus and destroy the cancerous tissue without damaging other surrounding structures, which include nerves, blood vessels and muscle tissue. This reduces the risks of long-term erectile dysfunction and incontinence.

Focal One Robotic HIFU gives urologists the ability to use focal therapy to destroy only the diseased portion of the prostate. This is similar to performing a lumpectomy to remove only the diseased tissue of the breast in a patient with breast cancer. And focal therapy still leaves the options of radical surgery or radiation therapy if the cancer returns. Ideal candidates for HIFU are those who have early stage, low-grade cancer that is confined to the prostate and that is visible on an MRI or ultrasound. HIFU is used to treat a single tumor or part of a large tumor and is not meant for those whose cancer has spread beyond the prostate.

For advanced prostate cancers, including metastatic disease when prostate cancer has spread to other organs, treatment includes androgen-deprivation therapy, chemotherapy, and sometimes radiation/radioactive therapy. Several new medications have been approved by the FDA over the past years, and they have transformed the therapy for castration-resistant prostate cancer, a term used to describe prostate cancer that continues to grow despite androgen-deprivation therapy.

Patients with prostate cancer are living longer than ever before. Because prostate cancer can be widely different in terms of aggressiveness, it is important that patients be managed in a multidisciplinary setting, in which urologists, radiation oncologists, and medical oncologists collaborate together to determine a treatment strategy that is specific to your unique cancer.



whatshappening@heraldguide.com

July 2

Farmers’ Market

The German Coast Farmers’ Market will be held from 8 a.m. to noon at the East Regional Library in Destrehan.

July 6

Farmers’ Market

The German Coast Farmers’ Market will be held from 1-5 p.m. at the Westbank Bridge Park on River Rd. in Luling.

July 14

Target Health for Youth Program

St. Charles Parish Sheriff Greg Champagne will host a Target Health for Youth Program, which is sponsored by Louisiana Mental Health Association. It is a free program for middle school and high school aged youth. The session will be held from 3 -5 p.m. at the St. Charles Sheriff’s Office Juvenile Programs Division, located at 816 Paul Maillard Road in Luling, LA. For more information or to register contact the Juvenile Programs Division at 985-783-6237. Walk-ins are also welcome.

July 16

Prayer, praise and worship

A prayer, praise and worship event will be held at the New Sarpy Basketball Court from 11 a.m. to 2 p.m. The event is free and open to the public.

July 17

Pirates, Dawgs and Hidden Treasures

Vendors, food trucks, face painting, a photo booth, 50/50 raffle, pet adoptions and more await patrons at Pirates, Dawgs and Hidden Treasures. The event will be held from noon to 4 p.m. at the Jerusalem Shrine Center, located at 1940 Ormond Boulevard in Destrehan. Proceeds will benefit local animal rescues and the Shriners’ hurricane restoration.

July 30

Drive-in movie night

The Lafon Center will host a drive-in movie night at 7 p.m. The event will take place at 275 Judge E. Dufresne Pkwy in Luling and feature the movies Madagascar and Jurassic Park. For more information or to purchase tickets visit <https://lafonartscenter.org>.

DAVE MILLET

INSURANCE AGENCY

Metairie • Boutte • Destrehan • Marrero
Slidell • Hammond • Gonzales • LaPlace • Springfield



DAVE MILLET

INSURANCE AGENCY

Serving Main Street Since 1958



985.331.9077

DAVEMILLETINSAGENCY.COM

Appointments

7am–7pm & on Saturdays!

Emergency Dental Care Available Today!



CRESCENT CITY DENTISTRY

504-469-9778 

CrescentCityDentistry.com





St. Charles Parish's 11_12 year old champion Gators.



Easton swims in Destin.



Carson Caygle on his first frogging trip.



Ava Grace celebrates her third birthday.



Braydon and his cousin Raelyn.



Liam Powers has fun at the library.



Breelynn and Ringo.



Ethan is ready for kindergarten.



Herald-Guide

facebook

MEMORIES

Photos submitted by fans of the St. Charles Herald-Guide's Facebook page.
Find us at www.facebook.com/heraldguide
Sponsored by THE ONLY LOCAL BANK IN ST. CHARLES PARISH

FREE CHECKING • FREE CHECKS • FREE GIFT

FIRST NATIONAL BANK U S A

13386 US-90 • Boutte, LA • 985-785-8411





Athena and her PawPaw on his birthday.



Luke celebrates his cousin Easton's championship win.



Hayden Rouse.



Ensign Matthew Lewis (DHS '17) graduated from the Naval Introductory Flight Evaluation (NIFE) program at NAS Pensacola.



Annalise, Maverick and Cruz Ward.



Terrence Jr. took Eliana to dinner.



Abigail cools off in the pool.

Classified

SERVICE, MERCHANDISE,
EMPLOYMENT, GARAGE SALE,
NOTICES, PET NOTICES,
LOST & FOUND ADS!

6B

JUNE 30 - JULY 6, 2022

 /HERALDGUIDE  /STCHARLESHERALD • WWW.HERALDGUIDE.COM

Classified Ad Deadline is 10:00 am Monday • CALL: 985-758-2795 • Monday - Thursday 9:00 am - 5:00 pm, Friday 9:00 am - 3:00 pm

Commercial Classified Advertising Rate: Word Ads - 50¢ per word | Classified Ads: To submit your classified, contact Yvette Dunn at ydunn@lasmag.com

Real Estate

FOR SALE BY OWNER 4bd 3 bath Ama Beauty, Extra Large Lot, \$399,000.00, show to pre qualified buyers only, (504) 756-6615

WE BUY HOUSES!
Any Price, Any Condition
Call/Text (504)756-6425
brocatohomebuyers.com
Fast Close/No Commission

Services

Jones Memorial Funeral Home
Funeral Services
Direct Cremations \$1150
Complete Funeral Service \$4995
811 Paul Maillard Road
Luling, Louisiana 70070
985-240-0004 504-915-7778

Voice Lessons
Graduate of The Juilliard School
See results after the first lesson
985-722-0778



SIMON'S
REMODELING & RENOVATIONS
Siding, Seamless Gutters,
Carpentry, Electrical,
Roofing, Concrete, Brick & Stucco

We do it all from the ground up.
Full home maintenance.
Licensed and Insured!

For Estimates Call 504-812-8629

Rental

MOBILE HOME LOT FOR RENT. Boutte, La. Background check and first and last months rent due. \$300/month (504)559-1048

RENTALS - 3 bd 1 bath Des Allemands, 3 bd 1 bath Paradis, 3 bd 1 bath Ama, 1 bd 1 bath Paradis, O/A (504)559-0568

Place Your Real Estate
& Rental Ads Here
985-758-2795

Services

BUSH HOGGING
(up to 100 acres)
• Industrial Plant Maintenance
• Concrete Crack & Haul
• Lots cleared & maintained
• Bobcat Service - debris haul
• Tree-removal-fenceline clearing
• Licensed Chemical Spray Applicator

Industrial-Commercial
Residential
STEVE 504-554-9570

Services

FRILOUX VENTURES LLC

CONSTRUCTION MANAGEMENT
• HOME BUILDER • DESIGN

504.559.0568
504.914.8141
LICENSE #885146

TOTAL RENOVATION

Services



Roofing, Patio Covers & Gutters

FREE Estimates/Insured
Locally Owned & Operated
(985) 758-2996 (504) 415-6988
Mike Dunn

Merchandise

Church Pews for Sale, Call 504-487-1470

Place Your
Merchandise Ad Here
985-758-2795

Prayers

Prayers

“My Own”

My child you are my own. I bought you with a price. You are not your own. I created you to worship me, and do my work here on Earth. You are mine & mine alone. No one else should take you away. I paid a dear price for you, when I died upon the cross. Please don’t turn me away, because there is no other way. I can save your soul from Hell, if you only call me, dear one. I love you with an Everlasting love & will never let you go. If you don’t follow me, your soul will be lost forever more. So call on me today, I will not turn you away. You will be mine & I will be yours as Eternity rolls, “Saith God.”
Amen

Edna Matherne

Place Your Service, Employment, Boat, Car,
Garage Sale Ad Here. 985-758-2795

PLACE YOUR
CLASSIFIED AD
FOR LESS THAN
YOU THINK

For more information
Contact Yvette Dunn
985-758-2795
or ydunn@lasmag.com

ST. CHARLES PARISH PUBLIC NOTICES



Matthew Jewell
Parish President
985-783-5000
president@stcharlesgov.net



La Sandra Darensbourg
Gordon
Councilwoman, District I
985-240-0213
lgordon@stcharlesgov.net



Mary K. Clulee
Councilwoman, District II
504-330-3237
mclulee@stcharlesgov.net



Dick Gibbs
Councilman, District III
504-330-4262
dgibbs@stcharlesgov.net



Nicky Dufrene
Councilman, District IV
504-512-3355
ndufrene@stcharlesgov.net



Marilyn B. Bellock
Councilwoman, District V
504-360-2025
mbellock@stcharlesgov.net



Bob Fisher
Councilman, District VI
985-240-0172
bfisher@stcharlesgov.net



Julia Fisher-Cormier
Councilwoman, District VII
985-308-0366
jcormier@stcharlesgov.net



Beth Billings
Councilwoman, Division A
985-603-4068
bbillings@stcharlesgov.net



Holly Fonseca
Councilwoman-At-Large,
Division B
985-240-0031
hfonseca@stcharlesgov.net

Public Notice

PUBLIC NOTICE

Sealed bids will be received by St. Charles Parish Sheriff's Office up to 10:00 A.M., Tuesday, July 12, 2022 at the St. Charles Parish Sheriff's-Tax Office-1st Floor, 15045 River Road, Parish Courthouse, P.O. Box 426, Hahnville, LA 70057, either by mail, hand delivered or on-line at: <https://www.centralauctionhouse.com> for:

Firing Range Targets System or equivalent

Detailed specifications may be picked up or mailed by contacting Nicole Henry at the Parish Courthouse (Phone 985-783-6237). Bid related documents may be viewed on-line at <https://www.centralauctionhouse.com>.

Bids should be plainly marked on the outside of the envelope: "SEALED BID FOR FIRING RANGE TARGETS SYSTEM OR EQUIVALENT".

St Charles Parish Sheriff's Office reserves the right to reject any and all bids. These bid specifications have been prepared by our office, setting for those items deemed necessary by our personnel. They are not intended to be restrictive or discriminatory in any manner whatsoever. Please notify us in writing prior to opening bids of any deviation from this policy.

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

/s/ Greg Champagne, Sheriff

PUBLISH: June 23 & 30, 2022

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Fairfield and Oakland Pump Station Discharge Improvements P180301 as follows:

Owner: **St. Charles Parish**

Project Title: Fairfield and Oakland Pump Station Discharge Improvements

Project No.: P180301

Principal Work Location: St. Rose, LA

Description of Basic Work: Installation of cased pump station discharge pipe under the CN railroad and connection of new discharge piping to existing pump stations in Fairfield Plantation Oaks and Oakland Estates subdivisions. Work includes in-place abandonment of existing uncased discharge piping beneath the CN railroad.

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 July 26, 2022**. 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, Principal Engineering, Inc., 1011 N. Causeway Blvd., Suite 19, Mandeville, LA 70471 (985) 624-5001.

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 July 12, 2022 at 10:00 a.m. the St. Charles Parish Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana**. Attendance of the Pre-Bid Conference is **Mandatory**.

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, June 23, 2022
Thursday, June 30, 2022
Thursday, July 07, 2022

Public Notice

NOTICE

NOTICE is hereby given, pursuant to article IV, section 21 (D) (1) of the Louisiana Constitution, that on June 20, 2022, Entergy Louisiana, LLC ("ELL") an electric public utility providing retail electric service to customers in fifty-eight Parishes of the State of Louisiana, filed with the Louisiana Public Service Commission ("LPSC" or the "Commission") in LPSC Docket No. U-36350, First and Second Supplemental Applications requesting a Financing Order, a new Rider Financed Storm Cost V ("FSC V") rider schedule, and a new Rider Storm Cost Offset V ("SCO V") rider schedule, to implement various rate changes for recovery in rates of costs related to Hurricane Ida and Hurricanes Laura, Delta, and Zeta and Winter Storm Uri pursuant to Act No. 55 of the Louisiana Regular Session of 2007 ("Act 55"), as supplemented by Act No. 293 of the Louisiana Legislature's Regular Session of 2021 (together the "Restoration Law").

In order to pursue financing authorized by the Restoration Law, ELL and the Louisiana Utilities Restoration Corporation ("LURC" or "Corporation") have requested that the Commission approve and authorize the Corporation to finance, through the issuance of system restoration bonds, ELL's system restoration costs associated with Hurricane Ida and Hurricanes Laura, Delta, and Zeta, and Winter Storm Uri and related relief under the Restoration Law. The Corporation and ELL have requested Commission authorization for the issuance of system restoration bonds in one or more series in an aggregate principal amount equal to the sum of \$1.658 billion of net system restoration costs, which includes carrying costs and unamortized debt costs on interim financing, and issuance costs.

To finance these costs, ELL proposes to implement Rider FSC V Rates, on behalf of LURC, effective by billing on the first day of the first billing cycle of the next revenue month following the issuance date of the system restoration bonds. Assuming system restoration bond issuance on December 19, 2022, Rider FSC V Rates will be implemented with the first billing cycle of January 2023. The Rider FSC V Rates, as periodically adjusted, will continue in effect until all system restoration bonds shall have been paid in full and all financing costs of the system restoration bonds shall have been recovered in full. ELL requests Commission determination that the calculation of the Rider FSC V Rates will apply to all rate classes, including any Special Contracted Rate customers and will be non-bypassable, which means that, with limited exception, all existing and future LPSC-jurisdictional ELL customers will be responsible for these charges.

Other adjustments required to compensate for certain costs or benefits relating to elements other than those relating to the financing transaction, including accumulated deferred income taxes and other savings pursuant to Restoration Law Financing, are proposed to be reflected in the Rider SCO V.

If the Commission were to issue a financing order for the full amount requested by ELL and were it to adopt the rate design reflected in Riders FSCIV and SCOV (pertaining to charge, billed on behalf of the LURC, on the monthly electric bill through Rider FSC V for one of ELL's LPSC-jurisdictional residential customers using 1,000 kWh is estimated at \$5.37 per month; (2) the first year's Rider SCOV imposed on the monthly electric bill of one of its LPSC-jurisdictional residential customers through proposed Rider SCOV using 1,000 kWh is estimated to be a credit of \$0.14 per month; and (3) the net effect of Rider FSCV and Rider SCOV on a residential customer using 1,000 kWh is estimated to be \$5.23 per month, which equates to an increase of 4.3%.

The public version of the Company's filing, including its attachments, may be viewed in the Records Division of the LPSC at the following address:

Records Division
602 N. 5th Street, 12th Floor
Baton Rouge, Louisiana 70802
Telephone: (225) 342-3157

Entergy Louisiana, LLC
Publish: June 30, 2022

Public Notice



NOTICE OF PUBLIC HEARING ON PROPOSED FINANCING OF EQUIPMENT BY:

St. Rose Volunteer Fire Department

NOTICE IS HEREBY GIVEN that St. Rose Volunteer Fire Department located in Saint Rose, LA will meet on July 7, 2022 at 7:00pm for the purpose of holding a public hearing pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, on a proposal that the issuer enter into a Lease-Purchase Agreement in order to finance (2) Spartan Custom Pumps, to be located at 123 Saint Rose Avenue.

To finance the costs of such equipment and to pay costs and expenses incidental to the financing, the issuer proposes to enter into a loan agreement in the maximum aggregate principal amount not to exceed \$1,000,000. The rental payments due pursuant to the loan agreement will be secured by a security interest in the equipment.

The meeting will be held at: St. Rose Volunteer Fire Department
123 Saint Rose Avenue
Saint Rose, LA 70087

All interested may appear and be heard at said time and place or may file written comments with the issuer prior to the date of the hearing set forth hereinabove.

BY ORDER OF

St. Rose Volunteer Fire Department

PLEASE SEND PROOF OF PUBLICATION TO: LEASING 2, INC.
1720 WEST CASS STREET
TAMPA, FL 35606
ATTN: DONNA WOMACK

dwomack@leasing2.com
813-256-9888 ext 14

Publish: June 30, 2022

Public Notice

Anyone knowing the whereabouts of **Bryanna Gauthreaux**, please contact Attorney Lauren Rogers at 504-468-1100.

Publish: June 30 & July 7, 2022

Public Notice

Anyone knowing the whereabouts of **Ceth Johnson** please contact Attorney Lauren Rogers at 504-468-1100.

Publish: June 30 & July 7, 2022

Public Notice

Anyone knowing the whereabouts of **Thomas O. Schmill, Jr.**'s heirs or descendants, please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 985-722-4003."

Published: June 30 & July 7, 2022

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON JULY 7, 2022 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

POSTPONED CASES:

2022-16-MIN requested by **Louis J. Brady & Mary A. Brady Whipple** for a resubdivision of one lot into three, **10847 River Road, Ama**, Zoning District R-1A, O-L, W-1. Council District 2

2022-8-R requested by **Irv Sanchez, Jr.** for a change of zoning from O-L to R-1M on Lot Y, Blk 37, Coteau De France, **14677 Old Spanish Trail (LA 631)**, Council District 4

NEW CASES:

2022-31-HOA requested by **Shelby Primeaux & Jourdon Shelton** for a home occupation – "Primeaux Shelton" – a dog training and lawn care business – at **134 Thoroughbred Avenue, Montz**, Zoning District R-1A. Council District 6.

2022-14-HOP requested by **Steven T. Mathews** for a home occupation – "Mathews Project Solutions, LLC" – a building contractor – at **3723 Ashton Drive, Destrehan**, Zoning District R-1A. Council District 1.

2022-8-MIN requested by **Sue Cutrer Miller et al & Marie M. DiGiovanni, LLC #2** for a resubdivision of one lot into four, near **377 Almedia Rd, St. Rose**, Zoning District C-2, Council District 5.

2022-17-MIN requested by **Family Resources of New Orleans, Inc.** for consideration of a consecutive minor subdivision, **corner of Post Street & Short Street, Killona**, Zoning District R-1A(M). Council District 1.

2022-18-MIN requested by **Brennen & Melissa Friloux and Kristopher & Kourtne Donnaud** for a resubdivision of one lot into three, near **Diane Drive & Terri Drive, Luling**, Zoning District R-1A & O-L. Council District 7.

2022-19-MIN requested by **MAD III, LLC** for a resubdivision of fifteen lots into five, with a waiver, **near the corner of Fifth Street and W. Easy Street, New Sarpy**, Zoning District R-1A. Council District 6.

2022-20-MIN requested by **RJM Enterprises, Inc.** for a resubdivision of one parcel, approx. 5.29 acres, into two at **Coretta Drive, Boutte**, Zoning District R-2. Council District 1.

2022-21-MIN requested by **Al Courcelle for 310 Investments, LLC** for a resubdivision of one lot into two, **579 Judge Edward Dufresne Parkway, Luling**, Zoning District M-1, Council District 1.

2022-9-R requested by **Lydia M. Roberts** for a change of zoning from R-1A(M) to R-2 on Lots 1, 2, 3, Sq. 35. New Sarpy Subdivision, **702 E. Easy Street, New Sarpy**, Council District 6.

2022-10-R requested by **Frederick Kenner & Irma Robinson Kenner Lagrange** for a change of zoning from R-1A to R-1A(M) on Lot 112-A, Sq. C, St. Charles Terrace Subdivision, near **240 St. Charles Street, New Sarpy**, Council District 6.

2022-10-SPU requested by **Elizabeth Tranchant** for an accessory dwelling unit in an R-1A zoning district, **226 St. Anthony Street, Luling**, Council District 7.

2022-11-SPU requested by the **Federal Emergency Management Agency (FEMA) for KBAG Properties, LLC** for a Temporary Residential Emergency Housing Development in a C-3 zoning district **14490 Highway 90, Boutte**, Council District 4.

ALTERNATE DATE: 7/14 PUBLISH: 6/23, 6/30, 7/7

Public Notice



You and I...
We are

ADVERTISEMENT FOR BIDS

A. HAHNVILLE LEARNING CENTER DEMOLITION PROJECT

Sealed bids are requested by St. Charles Parish School Board from general contractors for demolition of:

HAHNVILLE LEARNING CENTER DEMOLITION PROJECT
HAHNVILLE, LOUISIANA

Bids will be received at the **St. Charles Parish School Board**, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070 at **1:00 P.M., LOCAL TIME, Tuesday August 2, 2022**, at which time the bids will be publicly opened and read aloud in the Dufresne Conference Room.

B. BID DOCUMENTS AND DEPOSITS

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

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

Bidding documents are also available at www.stcharles.k12.la.us under "Resources," select "Online Bids & RFP's."

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

C. BID SECURITY AND PERFORMANCE AND PAYMENTS BONDS

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

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

Bidders must meet the requirements of the State of Louisiana Contractor's Licensing Law, R.S. 37:2151 et seq.

D. REJECTION OF BIDS

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

E. PRE-BID CONFERENCE

A PRE-BID CONFERENCE will be held at the St. Charles Parish School Board Office in the Dufresne Conference Room, located at 13855 River Road, Luling, LA on **Tuesday July 19, 2022 at 1:00pm**. Attendance at this pre-bid conference is **MANDATORY**

F. ADVERTISEMENT DATES

LEGAL AD TO RUN:

Thursday June 23, 2022
Thursday June 30, 2022
Thursday July 7, 2022

St. Charles Parish Public Schools
Alex L. Suffrin, President
Dr. Ken Oertling, Superintendent
13855 River Road, Luling, LA 70070

Public Notice

ORDINANCES AND RESOLUTIONS
INTRODUCED FOR PUBLIC HEARING
BY THE ST. CHARLES PARISH COUNCIL,
ON TUESDAY, JULY 5, 2022, 6:00 P.M.,
COUNCIL CHAMBERS, PARISH
COURTHOUSE, 15045 RIVER ROAD,
HAHNVILLE:

2022-0176 (6/20/22, Jewell, M. Albert)
An ordinance to levy an assessment on the 2022 ad valorem tax bills of property owners that are delinquent in paying outstanding invoices for removal of weeds, grass, etc. in accordance with the St. Charles Parish Code, Chapter 16, Article III, Weeds, Grass, etc. and to levy an assessment on the ad valorem tax bills of property owners that are delinquent in paying outstanding charges incurred for the removal of unsafe structures, trash and debris in accordance with Chapter 16, Article IV, Sec. 16-48(b).

2022-0180 (6/20/22, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of a Professional Services Agreement with Digital Engineering & Imaging, Inc., to perform planning services for the Road Maintenance 2022-23 (Project No. P220501), in the not to exceed amount of \$316,728.72.

2022-0188 (6/20/22, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of a Professional Services Agreement with Gaea Consultants, LLC, to perform engineering services for the Clayton's Pond Outfall Improvements (Project No. P220204), in the not to exceed amount of \$141,179.00.

2022-0189 (6/20/22, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of Change Order No. 1 for 5th Street Drainage Improvements (Project No. P190506), to decrease the contract amount by \$108,720.00 and increase contract time by 97 days.

2022-0191 (6/20/22, Jewell, M. Bingham)
An ordinance to amend the 2022 Consolidated Operating and Capital Budget, Amendment No. 1, to add revenues and transfers totaling \$144,692,633, a reduction of accumulated fund balance of \$814,083 and expenditures, including transfers, totaling \$132,142,332 for all Governmental Funds for the purpose of adjusting beginning 2022 fund balances across all funds to match ending 2021 Final Budget balances and to re-apply various construction, architectural/engineering, and other fees unexpended in 2021 for Parish projects that were not completed during 2021 and apply them to 2022.

2022-0192 (6/20/22, Jewell, M. Bingham)
An ordinance approving and authorizing the execution of a Professional Services Agreement with CSRS, LLC, to perform planning services for the Judge Edward Dufresne Parkway Extension Project (Project No. P210706), in the not to exceed amount of \$984,850.00.

PUBLISH: June 23, 30, 2022

Public Notice

ADVERTISEMENT FOR RFP

The Parish of St. Charles, hereby advertises an RFP for EOC DISPATCH COMMUNICATION SYSTEM, located in the EOC Dispatch Center in Hahnville, LA.

Owner: ST. CHARLES PARISH GOVERNMENT

Project No.: EOC2022-001

Principal Work Location: 15026 River Road, Hahnville, LA 70057

Description of Basic Work: EQUIPMENT, INSTALLATION AND TRAINING FOR A NEW DISPATCH COMMUNICATION SYSTEM

INSTRUCTIONS: Respondent shall submit the following to St. Charles Parish at the Department of Procurement located at 15045 River Road Hahnville, LA 70057 on July 28th, 2022 no later than 1 o'clock PM.

a. One original and two signed hard-copies of the proposal in a sealed envelope, marked Dispatch Communication System - St Charles Parish 15045 River Road Hahnville, LA 70057.

Attn: Procurement Department and one in Microsoft Word format or as a PDF file, emailed to dferraro@stcharlesgov.net.

b. A signed cover letter including the company's name, address and primary contact for the proposal. The primary contact information shall include submitter name, telephone, and email address.

c. Proposers must complete all required attachments and submit along with both electronic copy to (same as above) and hard-copy proposal submissions.

RFP Documents will be available to all Vendors upon written request. Contact David Ferraro – email dferraro@stcharlesgov.net.

Vendors may visit the site upon request. Contact Jim Polk to schedule an appointment. (jpolk@stcharlesgov.net)

All correspondence and other communications regarding this procurement should be directed to the attention of Jim Polk, Sr. Emergency / Homeland Security Coordinator. Substantive questions must be emailed to jpolk@stcharlesgov.net no later than July 21, 2022.

ANTICIPATED PROPOSAL TIMETABLE:

RFP Release	Date: June 30 th , 2022
Advertisements (3) Dates:	June 30 th , July 07, & July 14, 2022
Deadline for Submitting Questions	Date: July 21 st , 2022
Proposal Submission	Date: July 28 th , 2022
Evaluation Selection	Date: August 2 nd , 2022
Notification	Date: August 3 rd , 2022

Publish: June 30, July 7 & 14, 2022

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 90297-D

Date: Wednesday, May 18, 2022
THE BANK OF NEW YORK MEL-
LON FKA THE BANK OF NEW
YORK AS SUCCESSORINDEN-
TURE TRUSTEE TO JPMORGAN
CHASE BANK, N.A., AS INDEN-
TURE TRUSTEE FOR THE CWABS
REVOLVING HOME EQUITY
LOAN ASSET BACKED NOTES,
SERIES 2004-D
VS
KATHY ADAM, ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

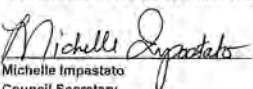
By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, APRIL 19, 2022, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, JULY 6, 2022, at 10:00 A.M., to the last and highest bidder for cash, the follow- ing described property, to wit: A CERTAIN LOT OF GROUND TO- GETHER WITH ALL THE BUILD- INGS AND IMPROVEMENTS THEREON, ALL RIGHTS, WAYS AND PRIVILEGES AND ADVAN- TAGES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, SITUATED IN THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, THAT PART THEREOF KNOWN AS ORMOND COUNTRY CLUB ESTATES, ALL IN ACCORD WITH A SURVEY THEREOF BY J.J. KREBS & SONS, INC., DATED MAY 12, 1977, APPROVED BY ORDINANCE #66-3-248CCORD WITH A MAY 12,1977, PARISH POLICE, LOUISIANA, AND MORE SPECIFICALLY DESIG- NATED AS FOLLOWS: LOT 210, SQUARE 9, SECTION ONE. ORMOND COUNTRY CLUB ESTATES WHICH IS BOUNDED BY ORMOND BOULEVARD, R/W FOR U.G.P.L., SHELL OIL CO., AND LP&L AND STANTON HALL DRIVE; LOT 210 MEASURES 100 FEET ON ORMOND BOULEVARD. SAME WIDTH IN THE REAR BY A DEPTH OF 150 FEET BETWEEN EQUAL AND PARALLEL LINES. ACCORDING TO A SURVEY BY GILBERT, KELLY & COUTURE, INC., DATED APRIL 19, 1979, AN- NEXED TO ACT BEFORE ROBERT EI ROUGELOT, N.P., DATED MAY 23,1979, REGISTERED IN COB 226, FOLK} 651, THE PROPERTY IS SHOWN AS ABOVE DESCRIBED; SAID SURVEY HAVING BEEN UPDATED ON AUGUST 2,1984, SHOWING PROPERTY AS ABOVE DESCRIBED AND ALSO DE- SCRIBED ACCORDING TO SUR- VEY BY LUCIEN GASSEN DATED JULY 5, 1991.

Which has the address of 2014 Or-
mond Boulevard, Destrehan.LA 70047
And from the proceeds of said sale
to pay petitioner by preference over
all other claims, the sum of: **EIGHT
THOUSAND FOUR HUNDRED
FIFTY-SEVEN AND 57/100**
(\$8,457.57) 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: June 02, 2022
June 30, 2022
ATTORNEY FOR PLAINTIFF:
Penny M. Daigrepont
3510 N. Causeway Blvd, Suite 600
Metairie, LA 70002
504-831-7726
SCSO-CIV-209-0402

LEGALS on 1C

<u>2022-0175</u>	An ordinance approving and authorizing the execution of a contract with NFT Group LLC, for St. Charles Parish Courthouse 2nd Floor Renovation (Project No. GBCH0513), in the amount of \$6,179,000.00. <u>Sponsors:</u> Mr. Jewell and General Government Buildings Publish/Scheduled for Public Hearing to the Parish Council on June 20, 2022
ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)	
<u>2022-0143</u>	An ordinance approving and authorizing the execution of a contract with Del-Con, LLC, for the St. Charles Parish Parks and Recreation IMTT Redesign project in the amount of \$223,940.00. <u>Sponsors:</u> Mr. Jewell and Department of Parks and Recreation Reported: Parks and Recreation Department Recommended: Approval Parks and Recreation Director Duane Foret spoke on the matter. Public Hearing Requirements Satisfied Council Discussion Mr. Foret spoke on the matter. VOTE ON THE PROPOSED ORDINANCE Yea: 9 - Billings, Fonseca, Darenzboung Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier Nay: 0 Enactment No: 22-6-1
<u>2022-0150</u>	An ordinance approving and authorizing the execution of Amendment No. 8 to Ordinance No. 08-10-6, which approved the execution of a Professional Services Agreement with MB3 Inc. d/b/a Civix, formerly GCR, Inc. and GCR & Associates, Inc., for right-of-way acquisition and program management services for the West Bank Hurricane Protection Levee (Parish Project No. 080905-1D). <u>Sponsors:</u> Mr. Jewell and Department of Public Works Reported: Department of Public Works Recommended: Approval Mr. Sam Scholle, Senior Projects Manager, spoke on the matter. Public Hearing Requirements Satisfied Council Discussion Mr. Scholle spoke on the matter. VOTE ON THE PROPOSED ORDINANCE Yea: 9 - Billings, Fonseca, Darenzboung Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier Nay: 0 Enactment No: 22-6-2
RESOLUTIONS	
<u>2022-0165</u>	A resolution to approve and authorize the execution of a Cooperative Endeavor Agreement between the Louisiana Department of the Treasury and the State of Louisiana, and St. Charles Parish regarding the allocation of \$260,000.00 to be utilized for drainage improvements. <u>Sponsors:</u> Mr. Jewell, Grants Office and Department of Public Works Reported: Grants Office Recommended: Approval Public Works Department Recommended: Approval Grants Officer Carla Chiasson spoke on the matter. Public comment opened; no public comment Council Discussion VOTE ON THE PROPOSED RESOLUTION Yea: 9 - Billings, Fonseca, Darenzboung Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier Nay: 0 Enactment No. 6638
<u>2022-0167</u>	A resolution to approve and authorize the execution of an Intergovernmental Agreement between the State of Louisiana through the Coastal Protection and Restoration Authority and St. Charles Parish regarding the construction of the Des Allemands Boat Launch (BA-0237) project. <u>Sponsors:</u> Mr. Jewell and Grants Office Reported: Grants Office Recommended: Approval Grants Officer Carla Chiasson spoke on the matter. Public comment opened; no public comment VOTE ON THE PROPOSED RESOLUTION Yea: 9 - Billings, Fonseca, Darenzboung Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier Nay: 0 Enactment No: 6639
APPOINTMENTS	
<u>2022-0120</u>	A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District VII Representative. Nominee: Councilwoman Fisher-Cormier nominated Ms. Michele deBruler Nomination(s) Accepted A motion was made by Councilmember Fisher-Cormier, seconded by Councilmember Dufrene, to Close Nomination(s) for File No. 2022-0120. The motion carried by the following vote: Yea: 9 - Billings, Fonseca, Darenzboung Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier Nay: 0 Nomination(s) Closed
<u>2022-0159</u>	Accept resignation of Bishop Otis Kenner - Regional Planning Commission Resignation Accepted by the following vote: Yea: 9 - Billings, Fonseca, Darenzboung Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier Nay: 0 Resignation Accepted
<u>2022-0160</u>	A resolution to appoint a member to the Regional Planning Commission. Vacancy Announced
<u>2022-0161</u>	A resolution to appoint an Ad-Hoc member, with a health professional background, to the Board of Directors for the Arc of St. Charles. Nominee: Councilwoman Fisher-Cormier nominated Dr. Jeffrey S. Kuo, M.D. Nomination(s) Accepted A motion was made by Councilmember Fisher-Cormier, seconded by Councilmember Fonseca, to Close Nomination(s) for File No. 2022-0161. The motion carried by the following vote: Yea: 9 - Billings, Fonseca, Darenzboung Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier Nay: 0 Nomination(s) Closed

<u>2022-0162</u>	A resolution to appoint Mr. Huey Marcel to the St. Charles Parish Communications District representing Emergency Medical Services as requested by the Hospital Service District No. 1, Parish of St. Charles, Board of Commissioners. VOTE ON THE APPOINTMENT OF MR. HUEY MARCEL Yea: 9 - Billings, Fonseca, Darenzboung Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier Nay: 0 Enactment No: 6640
<u>2022-0163</u>	A resolution to appoint Mr. Armond Bourque to the St. Charles Parish Communications District representing the St. Charles Parish President's Office. VOTE ON THE APPOINTMENT OF MR. ARMOND BOURQUE Yea: 9 - Billings, Fonseca, Darenzboung Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier Nay: 0 Enactment No: 6641
<u>2022-0164</u>	A resolution to appoint a member to the St. Charles Parish Communications District representing the St. Charles Parish Council. Vacancy Announced
SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL	
<u>2022-0149</u>	A resolution appointing the St. Charles Herald-Guide as Official Journal to serve the Parish Council of St. Charles Parish for the period June 2022 through June 2023. The Parish Council Office received sealed bid from the St. Charles Herald-Guide on May 25, 2022. Chairman Fisher opened and read the bid. Public comment opened; no public comment VOTE ON THE APPOINTMENT OF THE ST. CHARLES HERALD-GUIDE Yea: 9 - Billings, Fonseca, Darenzboung Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier Nay: 0 Enactment No: 6642
<u>2022-0166</u>	Calendar of Official Action for the 2023 Budget: Set Public Hearing Dates <u>Sponsors:</u> Mr. Jewell and Department of Finance Reported: Finance Department Recommended: Approval Finance Director Grant Dussorn spoke on the matter. Public Hearings scheduled for: Tuesday, November 1, 2022 at 9 am; Thursday, November 3, 2022 at 1 pm; and Monday, November 7, 2022 at 6 pm Public comment opened; no public comment Council Discussion Accepted the Calendar of Official Action for the 2023 Budget; carried by the following vote: Yea: 9 - Billings, Fonseca, Darenzboung Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier Nay: 0 Accepted
ADJOURNMENT	
A motion was made by Councilmember Bellock, seconded by Councilmember Billings, to adjourn the meeting at approximately 7:12 pm. The motion carried by the following vote: Yea: 9 - Billings, Fonseca, Darenzboung Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier Nay: 0	
I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.  Michelle Impastato Council Secretary	

Publish: June 30, 2022

Public Notice

THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST.CHARLES HELD MONDAY, JUNE 20, 2022, 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.

2022-0155
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 22-6-3

An ordinance approving and authorizing the execution of Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for, Heather Oaks Subdivision – Luling, Phase 2 (Project No. P180807) in the amount not to exceed \$35,000.00.

WHEREAS, the Heather Oaks Subdivision, Phase 2 has started construction; and,
WHEREAS, St. Charles Parish will accept all infrastructure once the subdivision is completed and dedicated to the Parish; and,
WHEREAS, it is necessary to perform testing services within the project to ensure that improvements meet St. Charles Parish standards; and,
WHEREAS, the Professional Services Agreement between St. Charles Parish and Alpha Testing and Inspection, Inc., 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 Alpha Testing and Inspection, Inc., to perform testing services as required by St. Charles Parish for Heather Oaks Subdivision – Luling, Phase 2 (Project No. P180807), in the amount not to exceed \$35,000.00 is hereby approved and accepted.

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

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

YEAS	BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, DUFRENE, FISHER
NAYS:	NONE
ABSENT:	GIBBS, BELLOCK, FISHER-CORMIER

And the ordinance was declared adopted this 20th day of June, 2022, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: Bob Fisher

SECRETARY: Michelle Impastato

CLVD/PARISH PRESIDENT: June 24, 2022

APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RET/SECRETARY: June 23, 2022

AT: 8:30am RECD BY: RP

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____ day of _____, 2022 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 ALPHA TESTING AND INSPECTION, INC., a corporation acting herein by and through its Contracting Officer, hereinafter called CONSULTANT. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for HEATHER OAKS SUBDIVISION – LULING, PHASE 2 Project No. (P180807) as described in Ordinance No. 22-6-3 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting 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 CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

HEATHER OAKS SUBDIVISION – LULING, PHASE 2
Project No. (P180807)

2.2 The Project consist of the scope of services and work as defined in Attachment “A” hereto.

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

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

3.0 SERVICES OF CONSULTANT

3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner’s professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.

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

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

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

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

3.6 The Phases of the Project, if applicable, are as defined in Attachment “A”.

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 Consultant 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 Consultant to the specific purpose intended will be at Owner’s sole risk and without liability or legal exposure to Consultant or to Consultant’s independent professional associates, subcontractors, and 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 Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

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 Consultant 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 consulting if necessary
- I. Topographic 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 Consultant 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, Consultant may disapprove of or reject Contractor’s work while it is in progress if Consultant 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 Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

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

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

8.0 PAYMENTS

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

8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant’s estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.

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

8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant’s invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

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

8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.

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

8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:

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

8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant 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 Consultant 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 Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.

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

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

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

11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

12.0 INSURANCE

12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen’s Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.

12.2 The CONSULTANT 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 CONSULTANT shall include all subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subconsultants shall be subject to all the requirements stated herein.

12.5 CONSULTANT shall secure and maintain at its expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.

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

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

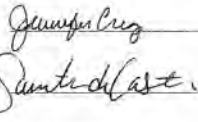
16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with all federal and state laws.

17.0 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 herunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES: ST. CHARLES PARISH
 
By: Matthew Jewell, Parish President
Date: 6/21/22

WITNESSES: ALPHA TESTING AND INSPECTION, INC.

By: Michael Devillier, President
Date: _____

ATTACHMENT "A"

HEATHER OAKS SUBDIVISION – LULING, PHASE 2
Project No. (P180807)

Project Scope:

CONSULTANT shall perform the scope of services described in the following paragraphs.

Consultant shall perform all necessary testing services for the above mentioned project in accordance with all standard testing procedures and methods (ASTM, ACI, etc.)

ATTACHMENT "B"

HEATHER OAKS SUBDIVISION – LULING, PHASE 2
Project No. (P180807)

Project Schedule:

Work shall be for the entire length of construction and any other additional work required by OWNER in relation to the project

ATTACHMENT "C"

HEATHER OAKS SUBDIVISION – LULING, PHASE 2
Project No. (P180807)

Project Cost:

For performance of the testing services the OWNER shall authorize and pay the CONSULTANT Time and Materials in a not to exceed amount of \$35,000.

Pricing for all work shall be according to the proposal dated May 9, 2022 as follows:

May 9, 2022

St. Charles Public Works
100 River Oaks Drive
Gretna, LA 70047
Attn: Mr. Lee Zeringue

Re: Heather Oaks Subdivision, Phase II
Luling, LA

To Whom It May Concern:

We submit, herewith, our estimate of fees covering (including) laboratory services on the above referenced project.

1. <u>Concrete Testing and Inspection:</u>		
A.) Review of Concrete Mix Designs, each	\$	65.00
B.) Placement of ACI Certified Technician as source of supply or jobsite during concrete operations. Also, pick up concrete Compression test specimens, Rate/Hour	\$	48.00
C.) Curing and testing of concrete cylinders to Compressive strength, Rate/Each	\$	18.00
2. <u>Soil Testing - Laboratory:</u>		
A.) Soil Classification, Each	\$	75.00
B.) Sieve Analysis (Liquid Limit), Each	\$	75.00
C.) Moisture Density Relationship Test (Proctor), Each	\$	150.00
3. <u>Soil Testing - Field:</u>		
A.) Services of Inspector to Attst project site and make field Density tests – Nuclear Method 12" Maximum Depth, Rate/Hour or each	\$	48.00
B.) In place Density Test, Base Depth Check and Pavement Thickness Verification, Each	\$	25.00
4. <u>Sampling Charge</u>		
Services of Technician to sample materials for laboratory Testing, Rate/Hour	\$	48.00

5. Transportation Charge:

Rate/Mile Travel (not to exceed \$25.00/Minimum)

3 0.50

Estimated Job Cost: \$35,000.00

NOTE: Travel time is portal to portal. There is a 1/2 day minimum charge for any call out for inspection. Overtime hours are charged at 1 1/2 times regular rate for all hours worked in excess of 8 hours per day, Monday through Friday and for all hours worked on Saturdays, Sundays and Holidays.

We thank you for the opportunity of quoting you for these services. Your selection of Alpha Testing and Inspection, Inc. to perform these services will be appreciated.

Yours very truly,

ALPHA TESTING & INSPECTION, INC.


Michael A. Devillier
President

2022-0168
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 22-6-4

An ordinance approving and authorizing the execution of Change Order No. 1 for the West Bank Yard Building, Project No. P190401, to decrease the contract amount by \$4,792.02.

WHEREAS, Ordinance No. 19-5-2 adopted May 20, 2019, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Murray Architects, Inc. for providing all necessary professional architectural services for a new building at the Public Works Department's West Bank Yard in Hahnville, Project No. P190401; and,

WHEREAS, Ordinance No. 21-2-11 adopted February 22, 2021, by the St. Charles Parish Council, approved and authorized the execution of a contract with TBT Contracting, Inc. for the West Bank Yard Building, Project No. P190401, with bid in the amount of \$788,000.00; and,

WHEREAS, it is necessary to amend the contract to delete the work item, Relocation of Infrastructure, resulting in a decrease to the contract amount by \$20,000.00; and,

WHEREAS, it is necessary to amend the contract to add Work Change Directives 1, 2, and 3, resulting in an increase to the contract amount by \$15,207.98.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No.1 for the West Bank Yard Building, Project No. P190401, to decrease the contract amount by \$4,792.02 is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Change Order No. 1 on behalf of St. Charles Parish.

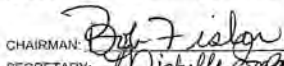
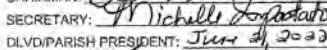
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

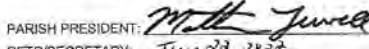
YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, DUFRENE, FISHER

NAYS: NONE

ABSENT: GIBBS, BELLOCK, FISHER-CORMIER

And the ordinance was declared adopted this 20th day of June, 2022, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: 
SECRETARY: 
CLVD/PARISH PRESIDENT: June 21, 2022
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: 
RET/SECRETARY: June 22, 2022
AT: 8:15 am RECD BY: 

SECTION 00806

CHANGE ORDER

No. One (1)

DATE OF ISSUANCE March 22, 2022 EFFECTIVE DATE March 22, 2022

OWNER St. Charles Parish
CONTRACTOR TBT Contracting, Inc.
Contract: West Bank Yard Building
Project: West Bank Yard Building
OWNER's Contract No. P190401 ARCHITECT's Contract No. 1936
ARCHITECT _____

You are directed to make the following changes in the Contract Documents:

Description: See attached example on how to fill in this information

1. Delete the Following Work Items:
- a. Contract Item #: Relocation of Infrastructure
Delete item in its entirety. (-\$20,000.00)

Total of Deducted Items = (-\$20,000.00)

2. Add the Following Work Items:
- a. Work Change Directive #1:
Addition of \$ 8,139.70 (L.S.). See attached cost estimate for details.
- b. Work Change Directive #2:
Addition of \$ 6,524.01 (L.S.). See attached cost estimate for details.
- c. Work Change Directive #3:
Addition of \$ 544.27 (L.S.). See attached cost estimate for details.

Total of Added Work Items = (+\$15,207.98)

3. Revise the Following Work Item Quantities:

Total of Change in Work Items Quantity = (+/- \$0.00)

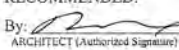
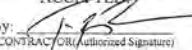
Reason for Change Order: List a reason for each Line Item listed above. See attached example on how to fill in this information

1. Deleted Work Items
- a. Credit Relocation of Infrastructure
2. Add Work Items
- a. To provide labor, material, equipment and supervision to add three areas of concrete as per plan.
- b. Provide labor, material, equipment and supervision to provide a second urinal in Mens' Bathroom and another stall with toilet as requested by the Owner.
- c. Provide labor, material, equipment and supervision to provide an additional data drop.
3. Revise Work Item Quantities

Attachments: (List documents supporting change)

Work Change Directive No. 1, Work Change Directive No. 2, and Work Change Directive No. 3

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>788,000.00</u>	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net Increase (Decrease) from previous Change Orders No. <u>10</u> to <u>1</u> : \$ <u>0.00</u>	Net change from previous Change Orders No. <u>10</u> to <u>1</u> : Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Price prior to this Change Order: \$ <u>788,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net decrease of this Change Order: \$ <u>-4,792.02</u>	Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Price with all approved Change Orders: \$ <u>783,207.98</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED: _____ APPROVED: _____ ACCEPTED: _____
By:  By:  By: 
ARCHITECT (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)
Date: 3/22/2022 Date: 6/21/22 Date: MAR 23 2022

2022-0169
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 22-6-5

An ordinance approving and authorizing the execution of a Professional Services Agreement with Terracon Consultants, Inc., to perform engineering services for Roadway Boring - 2022 (Project No. P220502) in the amount not to exceed \$85,000.00.

WHEREAS, St. Charles Parish desires to have roadway borings to provide field exploration and catalog conditions of roads; and,

WHEREAS, the bores are to display the roadway cross section to determine when and how roadway repairs are needed; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Terracon Consultants, Inc. 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 Terracon Consultants, Inc., to perform engineering services as required by the Department of Public Works, for Roadway Boring – 2022 (Project No. P220502) in the amount not to exceed \$85,000.00, is hereby approved and accepted.

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

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, DUFRENE, FISHER
NAYS: NONE
ABSENT: GIBBS, BELLOCK, FISHER-CORMIER

And the ordinance was declared adopted this 20th day of June, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fialery
SECRETARY: M. Michelle Spadaro
CLVD/PARISH PRESIDENT: June 27, 2022
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matt Jewell
RET/SECRETARY: June 22, 2022
AT: 8:32 am RECD BY: BD

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____ day of _____, 2022 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 TERRACON CONSULTANTS, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for ROADWAY BORING - 2022 Project No. P220502 as described in Ordinance No. 22-16-5 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting 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 CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

ROADWAY BORING - 2022
Project No. P220502

- 2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.
- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment "A".

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 Consultant 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 Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and 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 Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

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 Consultant 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 consulting if necessary

- I. Topographic 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 Consultant 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, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant 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 Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

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

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

8.0 PAYMENTS

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.
- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.5 For Additional Authorized Services provided by the Consultant 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 Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
b. Timesheets for all hours invoiced.
c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant 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 Consultant 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 Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Consultant 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 Consultant 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

Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person; \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6

St Charles Parish, shall be named as an additional insured on general liability insurance policies.
- 12.7

For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1661.
- 12.8

Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9

The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

- 14.1

Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2

If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.
- 14.3

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

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:

ST. CHARLES PARISH

By: Matthew Jewell

Parish President

6/21/22

Date:

WITNESSES:

TERRACON CONSULTANTS, INC.

By: Zack L. Dial

Office Manager

Date:

ATTACHMENT "A"

PROJECT SCOPE

ROADWAY BORING - 2022

Project No. (P220502)

The Scope of Work is as follows:

The Project involves performing bores on various roadways in St. Charles Parish and creating reports to St. Charles Parish of said results.

All work shall be issued through task order.

ATTACHMENT "B"

PROJECT SCHEDULE

ROADWAY BORING - 2022

Project No. (P220502)

Project Schedule:

Each Task Order shall be completed within 30 days of Notice to Proceed.

ATTACHMENT "C"

PROJECT COMPENSATION

ROADWAY BORING - 2022

Project No. (P220502)

Project Cost:

For performance of the testing surveying services the OWNER shall authorize and pay the CONSULTANT in a Not to Exceed cost of \$85,000.00 through all Task Orders.

Pricing for all work shall be according to page 7 of a proposal dated March 31, 2022 as follows:

Task	Fee per Core Location	
Private Utility Locate ² , Subsurface Exploration, Laboratory Testing, Geotechnical Data & Reporting	\$500 ¹	
Traffic Control, per day (if required)	\$2,300	
1. Minimum charge of ten core locations per mobilization		
2. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment to scan the immediate area, typically 10x10 feet, around our boring locations, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities. No mapping or other SUE related locating services is included in this scope.		
Standby in excess of 1 hour for site access delays (caused by others) will be invoiced at \$350/hour.		
Additional services not part of the base fee include the following:		
Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Hydrovac Soft Dig Utility Clearance	Cost +15%	
Plans and Specifications Review	\$500	
Construction Materials Testing Services	TBD	

2022-0170
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 22-6-6
An ordinance approving and authorizing the execution of a Professional Services Agreement with Hartman Engineering, Inc., to perform engineering services for Lemoine Lane, Hirsch Street and St. Mark Street Drainage Improvements Project (Project No. P220201), in the amount not to exceed \$194,931.00.

WHEREAS, the Parish desires to increase capacity of the ditches along Lemoine Lane, Hirsch Street and St. Mark Street in Ama; and,

WHEREAS, this project was recommended as a high priority project from the completed Master Drainage Plan for the Ama watershed; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Hartman Engineering, Inc. 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 Hartman Engineering, Inc., to perform engineering services as required by the Department of Public Works, for Lemoine Lane, Hirsch Street and St. Mark Street Drainage Improvements Project (Project No. P220201) in the amount not to exceed \$194,931.00, is hereby approved and accepted.

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

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, DUFRENE, FISHER

NAYS: NONE

ABSENT: GIBBS, BELLOCK, FISHER-CORMIER

And the ordinance was declared adopted this 20th day of June, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher

SECRETARY: W. Michelle Spindler

CLERK/PARISH PRESIDENT: June 21, 2022

APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RET/SECRETARY: June 22, 2022

AT: 8:30am RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ____ day of _____, 2022 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 HARTMAN ENGINEERING, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for LEMOINE LANE, HIRSCH STREET AND ST. MARK STREET DRAINAGE IMPROVEMENTS Project No. P220201 as described in Ordinance No. 22-6-6 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting 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 CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:
- LEMOINE LANE, HIRSCH STREET AND ST. MARK STREET DRAINAGE IMPROVEMENTS
Project No. P220201
- 2.2

The Project consist of the scope of services and work as defined in Attachment "A" hereto.
- 2.3

Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4

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

3.0 SERVICES OF CONSULTANT

- 3.1

Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2

Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3

Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4

Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5

Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6

The Phases of the Project are as defined in Attachment "A".

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

Consultant 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 Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and 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 Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

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 Consultant 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 consulting if necessary
- I. Topographic 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 Consultant 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, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant 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 Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

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

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

8.0 PAYMENTS

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.
- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.5 For Additional Authorized Services provided by the Consultant 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 Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
- b. Timesheets for all hours invoiced.
- c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
- b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant 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 Consultant 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 Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever ever event occurs first.

12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Consultant 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 Consultant 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 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

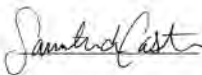
CONSULTANT further agrees to comply with all federal and state laws, including those identified in Attachment "D".

17.0 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.

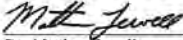
WITNESSES:

WITNESSES:

By: Jared B. Monceaux, P.E.
President

ST. CHARLES PARISH

By: 
Matthew Jewell
Parish President

6/21/22
Date:

ATTACHMENT "A"
PROJECT SCOPE

LEMOINE LANE, HIRSCH STREET AND ST. MARK STREET DRAINAGE IMPROVEMENTS
Project No. (P220201)

The Scope of Work is as follows:

The design includes increasing capacity of the ditches along Lemoine Lane, Hirsch Street and St. Mark Street in Ama. This project was listed as a high priority recommendation from the completed Master Drainage Plan for the Ama Watershed.

PART 1 – BASIC SERVICES

A. PRELIMINARY DESIGN PHASE

Upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, and outline specifications. Visit the Site, as needed, to prepare the Preliminary Design Phase documents.
- b. Coordinate all surveys and other investigations (see Additional Services) as may be required to prepare construction plans. Investigations and/or surveys shall locate existing utilities (private and public) affected by the project and shall locate and define such utilities sufficiently in the event that utilities have to be relocated.
- c. Prepare a program of borings and other soil investigations that may be required.
- d. Provide written notice to all utility companies (private and public) about the project and request utility "as-built" information from them.
- e. Advise OWNER if additional reports, data, information, and/or services not already identified in the Conceptual Phase which are necessary and assist OWNER in obtaining such reports, data, information, and/or services.
- f. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.
- g. Obtain and review OWNER's contract documents and OWNER specifications for inclusion within the final contract, plans and specifications. CONSULTANT shall also consult with OWNER in regards to OWNER policies and practices in regard to contract administration and construction management.
- h. Furnish three review copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT's services under the Preliminary Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Preliminary Design Phase documents and opinion of probable Construction Cost.

B. FINAL DESIGN PHASE

Upon written acceptance by OWNER of the final Preliminary Design Phase documents and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by CONTRACTOR.
- b. These Drawings shall include locations of all utilities affected, with ownership and rights-of-way where required. The existing and ownership of any existing utilities shall be determined by contacting each utility provider in writing to obtain such records as may be available and information from the survey. Coordinate with said utility companies on the adjustment, relocation, or removal of existing utility lines

- and structures within the project that are in conflict with the proposed improvements.

c. Visit the Site as needed to assist in preparing the Final Drawings and Specifications.

d. Prepare necessary applications for permits for submission for approval of local, state, and federal authorities.

e. Prepare a detailed Final Cost Estimate.

f. Furnish for review by OWNER three copies of the Final Drawings, Specifications, and Cost Estimate as well as submitting electronically to appropriate parties specified by OWNER. OWNER shall submit to CONSULTANT any comments regarding the furnished items, and any instructions for revisions. CONSULTANT's services under the Final Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the Final Drawings, Specifications, and Cost Estimate.

C. BID PHASE

Upon acceptance by OWNER of the Final Drawings, Specifications, the most recent opinion of probable Construction Cost, and upon written authorization by OWNER to proceed, CONSULTANT shall:

- a. Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORS, and, where applicable, maintain a record of prospective CONTRACTORS to which documents have been issued, pre-bid conferences, if any, and receive and process CONTRACTOR deposits or charges for the issued documents.
- b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- c. Consult with OWNER as to the qualifications of prospective CONTRACTORS. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORS, for those portions of the Work as to which review of qualifications is required by the issued documents.
- d. If the issued documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective CONTRACTORS.
- e. Attend the bid opening, prepare bid tabulation sheets and recommendation of award to meet OWNER's schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.
- f. The Bid Phase will be considered complete upon commencement of the Construction Phase.

D. CONSTRUCTION PHASE

Upon successful completion of the Bid Phase and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
- c. Establish construction monuments, project baseline, and benchmarks as necessary.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.
- f. Verify and approve CONTRACTOR's Applications for Payment and schedules (Progress Schedules, Schedule of Submittals, and Schedule of Values) and submit to the OWNER.
- g. Prepare progress reports for the OWNER when requested and coordinate monthly progress meetings between OWNER, CONTRACTOR, CONSULTANT, and inspector, as necessary throughout the duration of the project.
- h. Review shop drawings and sampled for conformance with the design concept of the project and for compliance with the result required in the Contract Documents. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR.
- i. Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.
- j. Attend Council meetings and other meetings necessary to discuss issues associated with the project.
- k. Record Drawings: The CONSULTANT shall furnish reproducible "RECORD" drawings, based on information provided by the CONTRACTOR, both printed on full size paper as well as electronically via AutoCAD.
- l. Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents
- m. Make visits to the Site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR's executed Work.
- n. Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List, Perform final inspection and make a recommendation for acceptance.
- o. The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by CONSULTANT for final payment to CONTRACTORS.

PART 2 – ADDITIONAL SERVICES

A. SURVEY

CONSULTANT shall obtain a contract with a Licensed Professional Surveyor to complete the work as outlined in the scope of survey work the CONSULTANT developed in the Preliminary Design Phase of the project. The survey's purpose is to locate all existing features both manmade and natural features, both above ground and subsurface within the project limits. The survey shall include the following elements:

1. Established baselines and temporary benchmarks along the project corridor and specified datums used,
2. Utilities as shown after contacting Louisiana One Call,
3. Descriptions, locations, depths, and sizes of all pipes within the project,
4. Descriptions, locations, diameters of all trees within the project,
5. Ground elevations within the project limits to properly develop contours,
6. Locations of all buildings, fences, and other structures,
7. Cross sections along roadways at 100-foot intervals minimum,
8. Cross sections along ditches at 50-foot intervals minimum,
9. Locations of all apparent rights-of-way and servitudes.

Survey shall be submitted to the Parish both in PDF and CAD format.

Data Collection and Processing:

1. Spatial data collected for projects shall be referenced to the updated NAD83 and NAVD88 reference datums established by NOAA (National Oceanic and Atmospheric Administration). Monumentation shall be set in an area outside the construction limits so as not to be disturbed during the construction phase. Existing control monumentation located within the vicinity may be used in lieu of setting new monuments. Field observations data must be processed and delivered to the Parish and comply with the specific deliverables requirements defined below.

Project Control:

1. Information on project control monuments that are applicable to the survey/project limits shall be provided by contractors, designers, engineers, or surveyors. This documentation should be labeled or clearly defined as Datum and Control.
2. Monument documentation must include source documentation such as Report of Survey Mark or NGS (National Geodetic Survey) Data Sheet and should remain in its original format as well as retain its original name as provided by the source. Monument maps may be scanned and the electronic scan treated as the source. PDF is the preferred format for scanned monument maps, although jpg and tif files are also acceptable.
3. All existing monuments used in the establishment of the project control network must have documentation as described above.

4. The Surveyor shall acquire the elevation and datum of all bench marks to be use in the survey. The elevation used shall be based on the updated NAD83 and NAVD88 reference datums.

Survey Data Deliverables:

1. A complete survey package as described below must be submitted by assembling all the appropriate electronic information used to conduct the survey. These documents should indicate the following (where applicable) for project control monuments:
- a. Designation - the "name" of the mark used.
- b. CORS Identifier - the mark is either a Continuously Operational Reference Station (CORS) or is associated with one.
- c. PID - Permanent Identifier
- d. GEOID – Geoid model used (ex. 12B)
- e. Epoch – ex. 2010
- f. Latitude/Longitude – X,Y: Northing/Easting; State Plane Louisiana South FIPS1702 (Feet)
- g. Orthometric Height – Z (Feet)
- h. Horizontal Datum – ex. coordinates in North American Datum (NAD 1983)
- i. Vertical Datum – ex. North American Vertical Datum (NAVD 88) elevation (if measured)
- j. Horizontal and vertical accuracy
- k. Units
- l. Scale factor

B. GEOTECHNICAL INVESTIGATION

CONSULTANT shall obtain a contract with a Licensed Louisiana Geotechnical firm to complete the work as outlines in the scope of geotechnical work the CONSULTANT developed in the Preliminary Design Phase of the project. The geotechnical investigation purpose is to determine the properties of the soil in the project area. The geotechnical investigation shall include the following elements:

1. (1) one to (2) two undisturbed soil borings located within proximity to the project location.
2. The borings are to be classified and analyzed as necessary in accordance with accepted industry practices for foundation design
3. Subsurface exploration data to include soil profile, exploration logs, lab or in-situ test results, and ground water conditions
4. Engineering recommendations for design such as pile depth, sheet pile design, etc. and recommendations to be project specific
5. The boreholes are to be backfilled and road surfaces patched in accordance with DOTD requirements (Purple book or later).

C. PERMITTING

CONSULTANT shall develop permit drawings, applications, supporting information and obtain all permits as required for the project, including, but not limited to, the following:

1. Wetland Delineation, submitting for a Jurisdictional Determination of any wetlands
2. U.S. Army Corps of Engineers (Section 404 permit)
3. LA Wildlife & Fisheries (Scenté Rivers permit)
4. LA Department of Health (LDH)
5. LA Department of Environmental Quality (LDEQ)
6. Cultural Resources

CONSULTANT shall also attend permit meetings as necessary and address all questions and comments received from any agency to ensure receipt of all necessary approvals.

D. RESIDENT PROJECT REPRESENTATIVE (RPR)

CONSULTANT shall furnish a Resident Project Representative ("RPR"), at the request of the OWNER to assist CONSULTANT in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is CONSULTANT's representative at the Site and will act as directed by and under the supervision of CONSULTANT.

The duties and responsibilities of the RPR are as follows:

1. RPR's dealings in matters pertaining to the Work in general shall be with CONSULTANT and CONTRACTOR. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of CONSULTANT.
2. Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability of such schedules.
3. Attend meetings such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.
4. Comply with Site safety programs.
5. Serve as CONSULTANT's liaison with CONTRACTOR.. Assist CONSULTANT in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's On-Site operations.
6. Report to CONSULTANT whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed, and replaced, or accepted as provided in the Construction Contract Documents.
7. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that CONTRACTOR maintains adequate records thereof. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
8. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
9. Immediately inform CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
10. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
11. Participate in CONSULTANT's and OWNER's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
12. Observe whether all items on the final punch list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
13. Resident Project Representative shall not:
- a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- b. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.
- c. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CONTRACTOR.
- d. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.

ATTACHMENT "B"
PROJECT SCHEDULE

LEMOINE LANE, HIRSCH STREET AND ST. MARK STREET DRAINAGE
IMPROVEMENTS
Project No. (P220201)

The CONSULTANT shall complete the following phases of the project within the number of days shown after Notices to Proceed:

	Number of Days to Complete
Preliminary Design Phase	30
Final Design Phase	60
Bid Phase	45
Construction Phase	90

Time for Completion

1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT's services is impaired, or CONSULTANT's services are delayed or suspended, then the time for completion of CONSULTANT's services shall be adjusted equitably.
2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT's services, then the time for completion of CONSULTANT's services, and the rates and amounts of CONSULTANT's compensation, shall be adjusted equitably.
3. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ATTACHMENT "C"
PROJECT COMPENSATION

LEMOINE LANE, HIRSCH STREET AND ST. MARK STREET DRAINAGE
IMPROVEMENTS
Project No. (P220201)

OWNER shall pay CONSULTANT on a Not to Exceed basis for Basic Services set forth in Attachment A as follows:

- a. The total compensation for basic services as described in Attachment A is estimated to be \$108,240.00 based on the following estimated distribution of compensation:

1. Preliminary Design Phase (25%)	\$27,060.00
2. Final Design Phase (45%)	\$48,708.00
3. Bid Phase (5%)	\$5,412.00
4. Construction Phase (25%)	\$27,060.00
- b. CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.
- d. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.
- e. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

OWNER shall pay CONSULTANT on a Not to Exceed basis for Additional Services set forth in Attachment A as follows:

- a. Surveying \$31,560.00
- b. Geotechnical Investigation \$9,381.00
- c. Permitting TBD

OWNER shall pay CONSULTANT for Resident Project Representative Basic Services as follows:

1. Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D of Attachment A, a total amount of \$45,750.00, at the hourly rate as listed in Attachment C-1.
2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a 90-day construction schedule.

ATTACHMENT C-1

STANDARD HOURLY RATES SCHEDULE

A. STANDARD HOURLY RATES

1. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin of profit.
2. The Standard Hourly Rates will be adjusted annually to reflect equitable changes in the compensation payable to ENGINEER.

B. SCHEDULE

Hourly rates for services performed on or after the date of the AGREEMENT are:

Category	Billing Rate
Principal.....	\$285.00
Sr. Professional/Supervisor Engineer.....	\$185.00
Professional Engineer II.....	\$160.00
Professional Engineer I.....	\$150.00
Engineer Intern (Pre-Professional).....	\$ 95.00
Sr. Technician/Designer.....	\$100.00
CAD Technician.....	\$ 95.00
Construction Manager).....	\$130.00
Sr. Construction Inspector.....	\$ 85.00
Construction Inspector.....	\$ 80.00
Administrative/Clerical.....	\$ 80.00

The above hourly billing rates may be updated no more than once per year from the date of execution of this AGREEMENT.

2022-0171

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

ORDINANCE NO. 22-6-7

An ordinance approving and authorizing the execution of a Professional Services Agreement with Hartman Engineering, Inc., to perform engineering services for U.P. Railroad Drainage Ditch & Outfall Improvements Project (Project No. P220205), in the amount not to exceed \$194,931.00.

WHEREAS, the Parish desires to increase capacity of the northern Union Pacific railroad ditch in the Ama Watershed from Anna Street to Pats Court, by widening and deepening the existing ditch; and,

WHEREAS, the Parish also desires to increase the capacity of existing culverts crossing under the Union Pacific railroad in the Ama Watershed, by installing more culverts of a larger size to positively impact conveyance to the south side of the railroad; and,

WHEREAS, this project was recommended as a high priority project from the completed Master Drainage Plan for the Ama Watershed; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Hartman Engineering, Inc. 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 Hartman Engineering, Inc., to perform engineering services as required by the Department of Public Works, for U.P. Railroad Drainage Ditch & Outfall Improvements Project (Project No. P220205) in the amount not to exceed \$194,931.00, is hereby approved and accepted.

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

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, DUFRENE, FISHER
NAYS: NONE
ABSENT: GIBBS, BELLOCK, FISHER-CORMIER

And the ordinance was declared adopted this 20th day of June, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Boyle J. J. J.
SECRETARY: Michelle J. J.
CLERK/PARISH PRESIDENT: June 21, 2022
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETO/SECRETARY: June 22, 2022
AT: 8:30 am RECD BY: ①

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____ day of _____, 2022 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 HARTMAN ENGINEERING, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for U.P. RAILROAD DRAINAGE DITCH & OUTFALL IMPROVEMENTS Project No. P220205 as described in Ordinance No. 22-6-7 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting 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 CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

U.P. RAILROAD DRAINAGE DITCH & OUTFALL IMPROVEMENTS
Project No. P220205

- 2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.
- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment "A".

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 Consultant 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 Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and 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 Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

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 Consultant 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 consulting if necessary

1. Topographic 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 Consultant 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, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant 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 Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

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

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

8.0 PAYMENTS

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.
- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.5 For Additional Authorized Services provided by the Consultant 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 Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.

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

b. Timesheets for all hours invoiced.

c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:

a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.

b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For *Supplementary Services* described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing. If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant 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 Consultant 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 Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Consultant 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 Consultant 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 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in L.S.A.-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with federal and state laws, including those identified in Attachment "D".

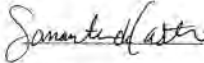
17.0 OTHER

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.

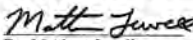
IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:





ST. CHARLES PARISH



By: Matthew Jewell
Parish President

6/21/22

Date:

WITNESSES:

HARTMAN ENGINEERING, INC.

By: Jared B. Monceaux, P.E.
President

Date:

ATTACHMENT "A"
PROJECT SCOPE

U.P. RAILROAD DRAINAGE DITCH & OUTFALL IMPROVEMENTS
Project No. (P220205)

The Scope of Work is as follows:

The design includes increasing capacity of both the northern ditch and culvert crossing for the Union Pacific Railroad that passes through the watershed. This project was listed as a high priority recommendation from the completed Master Drainage Plan for the Ama Watershed.

PART 1 – BASIC SERVICES

A. PRELIMINARY DESIGN PHASE

Upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, and outline specifications. Visit the Site, as needed, to prepare the Preliminary Design Phase documents.
- b. Coordinate all surveys and other investigations (see Additional Services) as may be required to prepare construction plans. Investigations and/or surveys shall locate existing utilities (private and public) affected by the project and shall locate and define such utilities sufficiently in the event that utilities have to be relocated.
- c. Prepare a program of borings and other soil investigations that may be required.
- d. Provide written notice to all utility companies (private and public) about the project and request utility "as-built" information from them.
- e. Advise OWNER if additional reports, data, information, and/or services not already identified in the Conceptual Phase which are necessary and assist OWNER in obtaining such reports, data, information, and/or services.
- f. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.
- g. Obtain and review OWNER's contract documents and OWNER specifications for inclusion within the final contract, plans and specifications. CONSULTANT shall also consult with OWNER in regards to OWNER policies and practices in regard to contract administration and construction management.
- h. Furnish three review copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT's services under the Preliminary Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Preliminary Design Phase documents and opinion of probable Construction Cost.

B. FINAL DESIGN PHASE

Upon written acceptance by OWNER of the final Preliminary Design Phase documents and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by CONTRACTOR.
- b. These Drawings shall include locations of all utilities affected, with ownership and rights-of-way where required. The existing and ownership of any existing utilities shall be determined by contacting each utility provider in writing to obtain such records as may be available and information from the survey. Coordinate with said utility companies on the adjustment, relocation, or removal of existing utility lines and structures within the project that are in conflict with the proposed improvements.
- c. Visit the Site as needed to assist in preparing the Final Drawings and Specifications.
- d. Prepare necessary applications for permits for submission for approval of local, state, and federal authorities.

- e. Prepare a detailed Final Cost Estimate.
- f. Furnish for review by OWNER three copies of the Final Drawings, Specifications, and Cost Estimate as well as submitting electronically to appropriate parties specified by OWNER. OWNER shall submit to CONSULTANT any comments regarding the furnished items, and any instructions for revisions. CONSULTANT's services under the Final Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the Final Drawings, Specifications, and Cost Estimate.

C. BID PHASE

Upon acceptance by OWNER of the Final Drawings, Specifications, the most recent opinion of probable Construction Cost, and upon written authorization by OWNER to proceed, CONSULTANT shall:

- a. Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORS, and, where applicable, maintain a record of prospective CONTRACTORS to which documents have been issued, pre-bid conferences, if any, and receive and process CONTRACTOR deposits or charges for the issued documents.
- b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- c. Consult with OWNER as to the qualifications of prospective CONTRACTORS. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORS, for those portions of the Work as to which review of qualifications is required by the issued documents.
- d. If the issued documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective CONTRACTORS.
- e. Attend the bid opening, prepare bid tabulation sheets and recommendation of award to meet OWNER's schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.
- f. The Bid Phase will be considered complete upon commencement of the Construction Phase.

D. CONSTRUCTION PHASE

Upon successful completion of the Bid Phase and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
- c. Establish construction monuments, project baseline, and benchmarks as necessary.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.
- f. Verify and approve CONTRACTOR's Applications for Payment and schedules (Progress Schedules, Schedule of Submittals, and Schedule of Values) and submit to the OWNER.
- g. Prepare progress reports for the OWNER when requested and coordinate monthly progress meetings between OWNER, CONTRACTOR, CONSULTANT, and inspector, as necessary throughout the duration of the project.
- h. Review shop drawings and sampled for conformance with the design concept of the project and for compliance with the result required in the Contract Documents. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR.
- i. Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.
- j. Attend Council meetings and other meetings necessary to discuss issues associated with the project.
- k. Record Drawings: The CONSULTANT shall furnish reproducible "RECORD" drawings, based on information provided by the CONTRACTOR, both printed on full size paper as well as electronically via AutoCAD.
- l. Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents
- m. Make visits to the Site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR's executed Work.
- n. Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List. Perform final inspection and make a recommendation for acceptance.
- o. The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by CONSULTANT for final payment to CONTRACTORS.

PART 2 – ADDITIONAL SERVICES

A. SURVEY

CONSULTANT shall obtain a contract with a Licensed Professional Surveyor to complete the work as outlined in the scope of survey work the CONSULTANT developed in the Preliminary Design Phase of the project. The survey's purpose is to locate all existing features both manmade and natural features, both above ground and subsurface within the project limits. The survey shall include the following elements:

- 1. Established baselines and temporary benchmarks along the project corridor and specified datums used,
- 2. Utilities as shown after contacting Louisiana One Call,
- 3. Descriptions, locations, depths, and sizes of all pipes within the project,
- 4. Descriptions, locations, diameters of all trees within the project,
- 5. Ground elevations within the project limits to properly develop contours,
- 6. Locations of all buildings, fences, and other structures,
- 7. Cross sections along roadways at 100-foot intervals minimum,
- 8. Cross sections along ditches at 50-foot intervals minimum,
- 9. Locations of all apparent rights-of-way and servitudes.

Survey shall be submitted to the Parish both in PDF and CAD format.

Data Collection and Processing:

- 1. Spatial data collected for projects shall be referenced to the updated NAD83 and NAVD88 reference datums established by NOAA (National Oceanic and Atmospheric Administration). Monumentation shall be set in an area outside the construction limits so as not to be disturbed during the construction phase. Existing control monumentation located within the vicinity may be used in lieu of setting new monuments. Field observations data must be processed and delivered to the Parish and comply with the specific deliverables requirements defined below.

Project Control:

- 1. Information on project control monuments that are applicable to the survey/project limits shall be provided by contractors, designers, engineers, or surveyors. This documentation should be labeled or clearly defined as Datum and Control.
- 2. Monument documentation must include source documentation such as Report of Survey Mark or NGS (National Geodetic Survey) Data Sheet and should remain in its original format as well as retain its original name as provided by the source. Monument maps may be scanned and the electronic scan treated as the source; PDF is the preferred format for scanned monument maps, although jpg and tif files are also acceptable.
- 3. All existing monuments used in the establishment of the project control network must have documentation as described above.
- 4. The Surveyor shall acquire the elevation and datum of all bench marks to be use in the survey. The elevation used shall be based on the updated NAD83 and NAVD88 reference datums.

Survey Data Deliverables:

- 1. A complete survey package as described below must be submitted by assembling all the appropriate electronic information used to conduct the survey. These documents should indicate the following (where applicable) for project control monuments:
 - a. Designation - the "name" of the mark used.
 - b. CORS Identifier - the mark is either a Continuously Operational Reference Station (CORS) or is associated with one.
 - c. PID - Permanent Identifier
 - d. GEOID – Geoid model used (ex. 12B)
 - e. Epoch – ex. 2010
 - f. Latitude/Longitude – X,Y; Northing/Easting; State Plane Louisiana South FIPS1702 (Feet)
 - g. Orthometric Height – Z (Feet)
 - h. Horizontal Datum – ex. coordinates in North American Datum (NAD 1983)
 - i. Vertical Datum – ex. North American Vertical Datum (NAVD 88) elevation (if measured)
 - j. Horizontal and vertical accuracy
 - k. Units
 - l. Scale factor

B. GEOTECHNICAL INVESTIGATION

CONSULTANT shall obtain a contract with a Licensed Louisiana Geotechnical firm to complete the work as outlines in the scope of geotechnical work the CONSULTANT developed in the Preliminary Design Phase of the project. The geotechnical investigation purpose is to determine the properties of the soil in the project area. The geotechnical investigation shall include the following elements:

- 1. (1) one to (2) two undisturbed soil borings located within proximity to the project location
- 2. The borings are to be classified and analyzed as necessary in accordance with accepted industry practices for foundation design
- 3. Subsurface exploration data to include soil profile, exploration logs, lab or in-situ test results, and ground water conditions
- 4. Engineering recommendations for design such as pile depth, sheet pile design, etc. and recommendations to be project specific
- 5. The boreholes are to be backfilled and road surfaces patched in accordance with DOTD requirements (Purple book or later).

C. PERMITTING

CONSULTANT shall develop permit drawings, applications, supporting information and obtain all permits as required for the project, including, but not limited to, the following:

- 1. Wetland Delineation, submitting for a Jurisdictional Determination of any wetlands
- 2. U.S. Army Corps of Engineers (Section 404 permit)
- 3. LA Wildlife & Fisheries (Scenic Rivers permit)
- 4. LA Department of Health (LDH)
- 5. LA Department of Environmental Quality (LDEQ)
- 6. Cultural Resources

CONSULTANT shall also attend permit meetings as necessary and address all questions and comments received from any agency to ensure receipt of all necessary approvals.

D. RESIDENT PROJECT REPRESENTATIVE (RPR)

CONSULTANT shall furnish a Resident Project Representative ("RPR"), at the request of the OWNER to assist CONSULTANT in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is CONSULTANT's representative at the Site and will act as directed by and under the supervision of CONSULTANT.

The duties and responsibilities of the RPR are as follows:

- 1. RPR's dealings in matters pertaining to the Work in general shall be with CONSULTANT and CONTRACTOR. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of CONSULTANT.
- 2. Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability of such schedules.
- 3. Attend meetings such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.
- 4. Comply with Site safety programs.
- 5. Serve as CONSULTANT's liaison with CONTRACTOR. Assist CONSULTANT in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's On-Site operations.
- 6. Report to CONSULTANT whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed, and replaced, or accepted as provided in the Construction Contract Documents.
- 7. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that CONTRACTOR maintains adequate records thereof. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
- 8. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- 9. Immediately inform CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
- 10. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 11. Participate in CONSULTANT's and OWNER's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- 12. Observe whether all items on the final punch list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- 13. Resident Project Representative shall not:
 - a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - b. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.
 - c. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CONTRACTOR.
 - d. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.

ATTACHMENT "B"
PROJECT SCHEDULE

U.P. RAILROAD DRAINAGE DITCH & OUTFALL IMPROVEMENTS
Project No. (P220205)

The CONSULTANT shall complete the following phases of the project within the number of days shown after Notices to Proceed:

	Number of Days to Complete
Preliminary Design Phase	30
Final Design Phase	60
Bid Phase	45
Construction Phase	90

Time for Completion

- If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT's services is impaired, or CONSULTANT's services are delayed or suspended, then the time for completion of CONSULTANT's services shall be adjusted equitably.
- If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT's services, then the time for completion of CONSULTANT's services, and the rates and amounts of CONSULTANT's compensation, shall be adjusted equitably.
- If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ATTACHMENT "C"
PROJECT COMPENSATION

U.P. RAILROAD DRAINAGE DITCH & OUTFALL IMPROVEMENTS
Project No. (P220205)

OWNER shall pay CONSULTANT on a Not to Exceed basis for Basic Services set forth in Attachment A as follows:

- The total compensation for basic services as described in Attachment A is estimated to be \$108,240.00 based on the following estimated distribution of compensation:
 - Preliminary Design Phase (25%) \$27,060.00
 - Final Design Phase (45%) \$48,708.00
 - Bid Phase (5%) \$5,412.00
 - Construction Phase (25%) \$27,060.00
- CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.
- The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.
- CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

OWNER shall pay CONSULTANT on a Not to Exceed basis for Additional Services set forth in Attachment A as follows:

- Surveying \$31,560.00
- Geotechnical Investigation \$9,381.00
- Permitting TBD

OWNER shall pay CONSULTANT for Resident Project Representative Basic Services as follows:

- Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D of Attachment A, a total amount of \$45,750.00, at the hourly rate as listed in Attachment C-1.
- Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a 90-day construction schedule.

ATTACHMENT C-1

STANDARD HOURLY RATES SCHEDULE

- A. STANDARD HOURLY RATES
- Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin of profit.
 - The Standard Hourly Rates will be adjusted annually to reflect equitable changes in the compensation payable to ENGINEER.

B. SCHEDULE

Hourly rates for services performed on or after the date of the AGREEMENT are:

Category	Billing Rate
Principal.....	\$285.00
Sr. Professional/Supervisor Engineer.....	\$185.00
Professional Engineer II.....	\$160.00
Professional Engineer I.....	\$150.00
Engineer Intern (Pre-Professional).....	\$ 95.00
Sr. Technician/Designer.....	\$100.00
CAD Technician.....	\$ 95.00
Construction Manager).....	\$130.00
Sr. Construction Inspector.....	\$ 85.00
Construction Inspector.....	\$ 80.00
Administrative/Clerical.....	\$ 80.00

The above hourly billing rates may be updated no more than once per year from the date of execution of this AGREEMENT.

2022-0172
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 22-6-8
An ordinance approving and authorizing the execution of a Professional Services Agreement with Linfield, Hunter & Junius, Inc., to perform engineering services for the New Sarpy Pump Station Improvements Project (Project No. P220203), in the lump sum amount of \$113,215.00.

WHEREAS, the Parish desires to develop a pump station upgrade to increase the pumping capacity of the New Sarpy pump station to approximately 250 cfs; and,

WHEREAS, a conceptual phase would allow for due diligence in pump station evaluation, topographic and boundary surveys, and geotechnical investigation; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Linfield, Hunter & Junius, Inc. 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 Linfield, Hunter & Junius, Inc., to perform engineering services as required by the Department of Public Works, for the New Sarpy Pump Station Improvements Project (Project No. P220203) in the lump sum amount of \$113,215.00, is hereby approved and accepted.

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

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, DUFRENE, FISHER

NAYS: NONE

ABSENT: GIBBS, BELLOCK, FISHER-CORMIER

And the ordinance was declared adopted this 20th day of June, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fiesley
SECRETARY: Nichelle Capodaglio
CLVD/PARISH PRESIDENT: June 24, 2022
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: June 22, 2022
AT: 1:30pm RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the day of , 2022 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 LINFIELD, HUNTER & JUNIUS, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for NEW SARPY PUMP STATION IMPROVEMENTS Project No. P220203 as described in Ordinance No. 22-6-8 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting 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

- The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

NEW SARPY PUMP STATION IMPROVEMENTS
Project No. P220203

- The Project consist of the scope of services and work as defined in Attachment "A" hereto.
- Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

- Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- The Phases of the Project are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

- 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.
- Consultant may retain a set of documents for its files.
- Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

- Soil investigations
- Laboratory inspection of materials and equipment
- Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- Services concerning replacement of any work damaged by fire or other causes during construction
- Services made necessary by the default of the contractor in the performance of the construction contract
- Services as an expert witness in connection with court proceedings
- Traffic consulting if necessary
- Topographic 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 Consultant 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, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant 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 Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

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

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

8.0 PAYMENTS

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.
- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.5 For Additional Authorized Services provided by the Consultant 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 Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
- b. Timesheets for all hours invoiced.
- c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
- b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant 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 Consultant 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 Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Consultant 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 Consultant 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 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person; \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

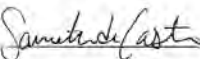
CONSULTANT further agrees to comply with all federal and state laws, including those identified in Attachment "D".

17.0 OTHER

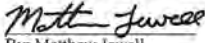
This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both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

ST. CHARLES PARISH


By: Matthew Jewell
Parish President

6/21/22
Date:

WITNESSES:

LINFIELD, HUNTER & JUNIUS, INC.

By: Robert E. Nockton, P.E.
Vice President

Date:

ATTACHMENT "A"
PROJECT SCOPE

NEW SARPY PUMP STATION IMPROVEMENTS
Project No. (P220203)

The Scope of Work is as follows:

This project is to investigate the upgrade options that are available to increase the pumping capacity of the New Sarpy Pump Station to approximately 250 cfs. Professional engineering services will be utilized to conduct a conceptual phase entailing an evaluation of the pump station, topographic and boundary survey, and a geotechnical investigation through a third-party contractor. This contract is to be amended at a later date to include Basic Design Services.

CONCEPTUAL PHASE

Upon written authorization from OWNER, CONSULTANT shall:

- a. Consult with OWNER to define and clarify OWNER's requirements for the Project, including design objectives and constraints, permits, capacity and performance requirements, flexibility, expandability, and any budgetary limitations, and identify available data, reports, facilities plans, site evaluations, etc.; required for design.
- b. Identify potential solution(s) to meet OWNER's Project requirements, as needed. Study and evaluate the potential solution(s) to meet OWNER's Project requirements.
- c. Visit the Site, or potential Project sites, as needed, to review existing conditions and facilities.
- d. Develop a scope of work for additional professional services (i.e. survey, geotech, etc.) necessary for design.
- e. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and CONSULTANT's recommended solution(s). For each recommended solution, CONSULTANT will provide the following, to include; but not limited to:
1. Opinion of probable Construction Cost;
2. The estimated total costs of design, professional, and related services to be provided by CONSULTANT and its SUBCONSULTANTS;
3. A tabulation of other items and services included within the definition of Total Project Costs.
- f. Furnish three review copies of the Report to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT's services under the Conceptual Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Conceptual Report.

PART 1 – BASIC SERVICES

A. PRELIMINARY DESIGN PHASE

Upon written acceptance by OWNER of the Conceptual Report, selection by OWNER of a recommended solution, and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, and outline specifications. Visit the Site, as needed, to prepare the Preliminary Design Phase documents.
- b. Coordinate all surveys and other investigations (see Additional Services) as may be required to prepare construction plans. Investigations and/or surveys shall locate existing utilities (private and public) affected by the project and shall locate and define such utilities sufficiently in the event that utilities have to be relocated.
- c. Prepare a program of borings and other soil investigations that may be required.
- d. Provide written notice to all utility companies (private and public) about the project and request utility “as-built” information from them.
- e. Advise OWNER if additional reports, data, information, and/or services not already identified in the Conceptual Phase which are necessary and assist OWNER in obtaining such reports, data, information, and/or services.
- f. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.
- g. Obtain and review OWNER’s contract documents and OWNER specifications for inclusion within the final contract, plans and specifications. CONSULTANT shall also consult with OWNER in regards to OWNER policies and practices in regard to contract administration and construction management.
- h. Furnish three review copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT’s services under the Preliminary Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Preliminary Design Phase documents and opinion of probable Construction Cost.

B. FINAL DESIGN PHASE

Upon written acceptance by OWNER of the final Preliminary Design Phase documents and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by CONTRACTOR.
- b. These Drawings shall include locations of all utilities affected, with ownership and rights-of-way where required. The existing and ownership of any existing utilities shall be determined by contacting each utility provider in writing to obtain such records as may be available and information from the survey. Coordinate with said utility companies on the adjustment, relocation, or removal of existing utility lines and structures within the project that are in conflict with the proposed improvements.
- c. Visit the Site as needed to assist in preparing the Final Drawings and Specifications.
- d. Prepare necessary applications for permits for submission for approval of local, state, and federal authorities.
- e. Prepare a detailed Final Cost Estimate.
- f. Furnish for review by OWNER three copies of the Final Drawings, Specifications, and Cost Estimate as well as submitting electronically to appropriate parties specified by OWNER. OWNER shall submit to CONSULTANT any comments regarding the furnished items, and any instructions for revisions. CONSULTANT’s services under the Final Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the Final Drawings, Specifications, and Cost Estimate.

C. BID PHASE

Upon acceptance by OWNER of the Final Drawings, Specifications, the most recent opinion of probable Construction Cost, and upon written authorization by OWNER to proceed, CONSULTANT shall:

- a. Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORS, and, where applicable, maintain a record of prospective CONTRACTORS to which documents have been issued, pre-bid conferences, if any, and receive and process CONTRACTOR deposits or charges for the issued documents.
- b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- c. Consult with OWNER as to the qualifications of prospective CONTRACTORS. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORS, for those portions of the Work as to which review of qualifications is required by the issued documents.
- d. If the issued documents require, CONSULTANT shall evaluate and determine the acceptability of “or equals” and substitute materials and equipment proposed by prospective CONTRACTORS.
- e. Attend the bid opening, prepare bid tabulation sheets and recommendation of award to meet OWNER’s schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.
- f. The Bid Phase will be considered complete upon commencement of the Construction Phase.

D. CONSTRUCTION PHASE

Upon successful completion of the Bid Phase and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
- c. Establish construction monuments, project baseline, and benchmarks as necessary.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.
- f. Verify and approve CONTRACTOR’s Applications for Payment and schedules (Progress Schedules, Schedule of Submittals, and Schedule of Values) and submit to the OWNER.
- g. Prepare progress reports for the OWNER when requested and coordinate monthly progress meetings between OWNER, CONTRACTOR, CONSULTANT, and inspector, as necessary throughout the duration of the project.
- h. Review shop drawings and sampled for conformance with the design concept of the project and for compliance with the result required in the Contract Documents. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by CONTRACTOR.
- i. Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.
- j. Attend Council meetings and other meetings necessary to discuss issues associated with the project.
- k. Record Drawings: The CONSULTANT shall furnish reproducible “RECORD” drawings, based on information provided by the CONTRACTOR, both printed on full size paper as well as electronically via AutoCAD.
- l. Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents
- m. Make visits to the Site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR’s executed Work.
- n. Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List. Perform final inspection and make a recommendation for acceptance.

- o. The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by CONSULTANT for final payment to CONTRACTORS.

PART 2 – ADDITIONAL SERVICES

A. SURVEY

CONSULTANT shall obtain a contract with a Licensed Professional Surveyor to complete the work as outlined in the scope of survey work the CONSULTANT developed in the Preliminary Design Phase of the project. The survey’s purpose is to locate all existing features both manmade and natural features, both above ground and subsurface within the project limits. The survey shall include the following elements:

- 1. Established baselines and temporary benchmarks along the project corridor and specified datums used,
- 2. Utilities as shown after contacting Louisiana One Call,
- 3. Descriptions, locations, depths, and sizes of all pipes within the project,
- 4. Descriptions, locations, diameters of all trees within the project,
- 5. Ground elevations within the project limits to properly develop contours,
- 6. Locations of all buildings, fences, and other structures,
- 7. Cross sections along roadways at 100-foot intervals minimum,
- 8. Cross sections along ditches at 50-foot intervals minimum,
- 9. Locations of all apparent rights-of-way and servitudes.

Survey shall be submitted to the Parish both in PDF and CAD format.

Data Collection and Processing:

- 1. Spatial data collected for projects shall be referenced to the updated NAD83 and NAVD88 reference datums established by NOAA (National Oceanic and Atmospheric Administration). Monumentation shall be set in an area outside the construction limits so as not to be disturbed during the construction phase. Existing control monumentation located within the vicinity may be used in lieu of setting new monuments. Field observations data must be processed and delivered to the Parish and comply with the specific deliverables requirements defined below.

Project Control:

- 1. Information on project control monuments that are applicable to the survey/project limits shall be provided by contractors, designers, engineers, or surveyors. This documentation should be labeled or clearly defined as Datum and Control.
- 2. Monument documentation must include source documentation such as Report of Survey Mark or NGS (National Geodetic Survey) Data Sheet and should remain in its original format as well as retain its original name as provided by the source. Monument maps may be scanned and the electronic scan treated as the source. PDF is the preferred format for scanned monument maps, although jpg and tif files are also acceptable.
- 3. All existing monuments used in the establishment of the project control network must have documentation as described above.
- 4. The Surveyor shall acquire the elevation and datum of all bench marks to be use in the survey. The elevation used shall be based on the updated NAD83 and NAVD88 reference datums.

Survey Data Deliverables:

- 1. A complete survey package as described below must be submitted by assembling all the appropriate electronic information used to conduct the survey. These documents should indicate the following (where applicable) for project control monuments:
 - a. Designation - the “name” of the mark used.
 - b. CORS Identifier - the mark is either a Continuously Operational Reference Station (CORS) or is associated with one.
 - c. PID - Permanent Identifier
 - d. GEOID – Geoid model used (ex. 12B)
 - e. Epoch – ex. 2010
 - f. Latitude/Longitude – X,Y; Northing/Easting; State Plane Louisiana South FIPS1702 (Feet)
 - g. Orthometric Height – Z (Feet)
 - h. Horizontal Datum – ex. coordinates in North American Datum (NAD 1983)
 - i. Vertical Datum – ex. North American Vertical Datum (NAVD 88) elevation (if measured)
 - j. Horizontal and vertical accuracy
 - k. Units
 - l. Scale factor

B. GEOTECHNICAL INVESTIGATION

CONSULTANT shall obtain a contract with a Licensed Louisiana Geotechnical firm to complete the work as outlines in the scope of geotechnical work the CONSULTANT developed in the Preliminary Design Phase of the project. The geotechnical investigation purpose is to determine the properties of the soil in the project area. The geotechnical investigation shall include the following elements:

- 1. (1) one to (2) two undisturbed soil borings located within proximity to the project location
- 2. The borings are to be classified and analyzed as necessary in accordance with accepted industry practices for foundation design
- 3. Subsurface exploration data to include soil profile, exploration logs, lab or in-situ test results, and ground water conditions
- 4. Engineering recommendations for design such as pile depth, sheet pile design, etc. and recommendations to be project specific
- 5. The boreholes are to be backfilled and road surfaces patched in accordance with DOTD requirements (Purple book or later).

C. PERMITTING

CONSULTANT shall develop permit drawings, applications, supporting information and obtain all permits as required for the project, including, but not limited to, the following:

- 1. Wetland Delineation, submitting for a Jurisdictional Determination of any wetlands
- 2. U.S. Army Corps of Engineers (Section 404 permit)
- 3. LA Wildlife & Fisheries (Scenic Rivers permit)
- 4. LA Department of Health (LDH)
- 5. LA Department of Environmental Quality (LDEQ)
- 6. Cultural Resources

CONSULTANT shall also attend permit meetings as necessary and address all questions and comments received from any agency to ensure receipt of all necessary approvals.

D. RESIDENT PROJECT REPRESENTATIVE (RPR)

CONSULTANT shall furnish a Resident Project Representative (“RPR”), at the request of the OWNER to assist CONSULTANT in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is CONSULTANT’s representative at the Site and will act as directed by and under the supervision of CONSULTANT.

The duties and responsibilities of the RPR are as follows:

- 1. RPR’s dealings in matters pertaining to the Work in general shall be with CONSULTANT and CONTRACTOR. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of CONSULTANT.
- 2. Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability of such schedules.

3. Attend meetings such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.

4. Comply with Site safety programs.

5. Serve as CONSULTANT's liaison with CONTRACTOR. Assist CONSULTANT in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's On-Site operations.

6. Report to CONSULTANT whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed, and replaced, or accepted as provided in the Construction Contract Documents.

7. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that CONTRACTOR maintains adequate records thereof. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.

8. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.

9. Immediately inform CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

10. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

11. Participate in CONSULTANT's and OWNER's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

12. Observe whether all items on the final punch list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.

13. Resident Project Representative shall not:

a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

b. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.

c. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CONTRACTOR.

d. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.

ATTACHMENT "B"
PROJECT SCHEDULE

NEW SARPY PUMP STATION IMPROVEMENTS
Project No. (P220203)

The CONSULTANT shall complete the following phases of the project within the number of days shown after Notices to Proceed:

	Number of Days to Complete
Conceptual Phase	60
Preliminary Design Phase	TBD
Final Design Phase	TBD
Bid Phase	45
Construction Phase	TBD

Time for Completion

1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT's services is impaired, or CONSULTANT's services are delayed or suspended, then the time for completion of CONSULTANT's services shall be adjusted equitably.

2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT's services, then the time for completion of CONSULTANT's services, and the rates and amounts of CONSULTANT's compensation, shall be adjusted equitably.

3. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ATTACHMENT "C"
PROJECT COMPENSATION

NEW SARPY PUMP STATION IMPROVEMENTS
Project No. (P220203)

OWNER shall pay CONSULTANT a Lump Sum amount of \$62,050.00 for the Conceptual Phase portion of the project. This portion of the Work shall be completed and accepted by the OWNER per Attachment A, prior to commencement of Preliminary Design Phase.

- a. The Lump Sum includes compensation for CONSULTANT's services and services of CONSULTANT's SUBCONSULTANTS, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and CONSULTANT charges.

b. Compensation for Conceptual Phase work will be included in the overall Basic Services design fee, as based on a percentage of the estimated construction cost developed during the Conceptual Phase.

OWNER shall pay CONSULTANT on a Not to Exceed basis for Basic Services set forth in Attachment A as follows:

- a. The total compensation for basic services as described in Attachment A is estimated to be \$TBD based on the following estimated distribution of compensation:

1. Preliminary Design Phase (30%)\$ TBD

• Conceptual Phase included within\$62,050.00

2. Final Design Phase (40%)\$ TBD

3. Bid Phase (5%)\$ TBD

4. Construction Phase (25%)\$ TBD

b. CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.

c. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.

d. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.

e. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

OWNER shall pay CONSULTANT on a Lump Sum basis for Additional Services set forth in Attachment A as follows:

- a. Surveying\$22,840.00

a. Geotechnical Investigation\$28,325.00

b. Permitting\$TBD

OWNER shall pay CONSULTANT for Resident Project Representative Basic Services as follows:

1. Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D of Attachment A, a total amount of \$TBD, at the hourly rate as listed in Attachment C-1.

2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a TBD-day construction schedule.

Attachment C-1

FEE SCHEDULE
EFFECTIVE JUNE, 2020

POSITION	HOURLY RATE
WORD PROCESSING/CLERICAL	\$ 65.00
JUNIOR TECHNICIAN	\$ 70.00
TECHNICIAN	\$ 95.00
INSPECTOR	\$ 95.00
SENIOR INSPECTOR	\$110.00
SENIOR TECHNICIAN/DESIGNER	\$125.00
SENIOR SURVBYING TECHNICIAN	\$125.00
JUNIOR ENGINEER/ARCHITECT/LANDSCAPE ARCHITECT	\$125.00
ENGINEER/ARCHITECT/SURVEYOR/LANDSCAPE ARCHITECT	\$175.00
SENIOR ENGINEER/ARCHITECT/LANDSCAPE ARCHITECT	\$210.00
ENGINEERING/ARCHITECTURAL/SURVEYOR MANAGER	\$250.00
PRINCIPAL ENGINEER/ARCHITECT/LAND SURVEYOR	\$300.00
SENIOR PRINCIPAL	\$400.00
REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES AND SUB-CONSULTANTS WILL BE BILLED AT COST PLUS 10%. EQUIPMENT OWNED AND USED BY US WILL BE BILLED AT COMPARABLE RENTAL RATES. TRAVEL TIME IS BILLED AT HOURLY RATES.	

2022-0173
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 22-6-9

An ordinance approving and authorizing the execution of a Professional Services Agreement with Volkert, Inc., to perform planning services for the Engineers Canal Pump Station Improvements Project (Project No. P220206), in the lump sum amount of \$57,266.00.

WHEREAS, the Parish desires to develop a project to analyze the Engineers Canal Pump Station; and,

WHEREAS, the scope includes determining the best approach for improving the conditions of the pump station for better efficiency and storm water supply to the station and pumps; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Volkert, Inc., 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 Volkert, Inc., to perform planning services as required by the Department of Public Works, for the Engineers Canal Pump Station Improvements Project (Project No. P220206) in the lump sum amount of \$57,266.00, is hereby approved and accepted.

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

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

YEAS: BILLINGS, FONSEGA, DARENSBOURG GORDON, CLULEE, DUFRENE, FISHER
NAYS: NONE
ABSENT: GIBBS, BELLOCK, FISHER-CORMIER

And the ordinance was declared adopted this 20th day of June, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Boyd Fisher
SECRETARY: W. Nicholls Dupont
DLVD/PARISH PRESIDENT: June 21, 2022
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RET'D/SECRETARY: June 22, 2022
AT: 8:30 am RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the ____ day of _____, 2022 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 VOLKERT, INC. a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for ENGINEERS CANAL PUMP STATION IMPROVEMENTS Project No. P220206 as described in Ordinance No. 22-6-9 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting 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 CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

ENGINEERS CANAL PUMP STATION IMPROVEMENTS
Project No. P220206

2.2	The Project consist of the scope of services and work as defined in Attachment "A" hereto.
2.3	Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
2.4	The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.
3.0	SERVICES OF CONSULTANT
3.1	Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
3.2	Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
3.3	Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
3.4	Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
3.5	Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
3.6	The Phases of the Project are as defined in Attachment "A".
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	Consultant 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 Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and 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 Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.
5.0	SUPPLEMENTARY SERVICES
The Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.	
The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Consultant in writing.	
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 Consultant 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 consulting if necessary	
I. Topographic 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 Consultant 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, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant 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 Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.	
If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.	
The Consultant will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.	
8.0	PAYMENTS
8.1	Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
8.2	Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
8.3	If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29 th Judicial District Court of St. Charles Parish, State of Louisiana.
8.4	If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
8.5	For Additional Authorized Services provided by the Consultant 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 Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.

8.6	The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice. a. A copy of the Owner's written authorization to perform the service. b. Timesheets for all hours invoiced. c. Invoice copies, logs or other substantiation of non-salary expenses.
8.7	For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice: a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed. b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
8.8	For <u>Supplementary Services</u> described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.
9.0	BUDGET LIMITATIONS
The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.	
If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant 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 Consultant 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 Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
11.3	The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
11.4	The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
11.5	Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
11.6	Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
11.7	This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, which ever event occurs first.
12.0	INSURANCE
12.1	The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the <u>unencumbered</u> amount of <u>\$1,000,000.00</u> for one person and not less than <u>\$1,000,000.00</u> for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the <u>unencumbered</u> amount of <u>\$1,000,000.00</u> for each accident and not less than <u>\$1,000,000.00</u> aggregate.
12.2	The Consultant shall also secure and maintain at his expense professional liability insurance in the <u>unencumbered</u> sum of <u>\$1,000,000.00</u> .
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	Consultant 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	Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person; \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
12.6	St Charles Parish shall be named as an additional insured on general liability insurance policies.
12.7	For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
12.8	Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
12.9	The Worker's Compensation Policy Territory Coverage must include Louisiana.
13.0	INDEMNIFICATION
Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.	
14.0	WARRANTY
14.1	<u>Consultant</u> warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
14.2	If <u>Consulting Services for project</u> designed by <u>Consultant</u> does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of <u>Consultant's</u> failure to meet the standard of care in its design services, <u>Consultant</u> will indemnify the Parish for <u>Consultant's</u> share of the costs incurred to bring <u>Consulting Services for project</u> to the limitations mandated.
14.3	The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with all federal and state laws, including those identified in Attachment "D".

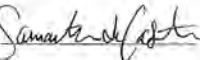
17.0 OTHER

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:

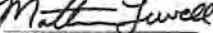




WITNESSES:



ST. CHARLES PARISH



By: Matthew Jewell
Parish President

6/21/22
Date:

VOLKERT

By: Janet L. Evans, P.E.
Vice President

Date:

ATTACHMENT "A"
PROJECT SCOPE

ENGINEERS CANAL PUMP STATION IMPROVEMENTS
Project No. (P220206)

The Scope of Work is as follows:

The intent of this project is to analyze the Engineer's Canal Pump Station in St. Charles Parish to determine the best approach for improving the conditions of the pump station for better efficiency and storm water supply to the station and pumps.

CONCEPTUAL PHASE

Upon written authorization from OWNER, CONSULTANT shall:

- a. Consult with OWNER to define and clarify OWNER's requirements for the Project, including design objectives and constraints, permits, capacity and performance requirements, flexibility, expandability, and any budgetary limitations, and identify available data, reports, facilities plans, site evaluations, etc., required for design.
- b. Identify potential solution(s) to meet OWNER's Project requirements, as needed. Study and evaluate the potential solution(s) to meet OWNER's Project requirements.
- c. Visit the Site, or potential Project sites, as needed, to review existing conditions and facilities.
- d. Develop a scope of work for additional professional services (i.e. survey, geotech, etc.) necessary for design.
- e. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and CONSULTANT's recommended solution(s). For each recommended solution, CONSULTANT will provide the following, to include; but not limited to:
 - 1. Opinion of probable Construction Cost;
 - 2. The estimated total costs of design, professional, and related services to be provided by CONSULTANT and its SUBCONSULTANTS;
 - 3. A tabulation of other items and services included within the definition of Total Project Costs.
- f. Furnish three review copies of the Report to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT's services under the Conceptual Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Conceptual Report.

PART I – BASIC SERVICES

A. PRELIMINARY DESIGN PHASE

Upon written acceptance by OWNER of the Conceptual Report, selection by OWNER of a recommended solution, and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, and outline specifications. Visit the Site, as needed, to prepare the Preliminary Design Phase documents.
- b. Coordinate all surveys and other investigations (see Additional Services) as may be required to prepare construction plans. Investigations and/or surveys shall locate existing utilities (private and public) affected by the project and shall locate and define such utilities sufficiently in the event that utilities have to be relocated.
- c. Prepare a program of borings and other soil investigations that may be required.
- d. Provide written notice to all utility companies (private and public) about the project and request utility "as-built" information from them.
- e. Advise OWNER if additional reports, data, information, and/or services not already identified in the Conceptual Phase which are necessary and assist OWNER in obtaining such reports, data, information, and/or services.
- f. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.
- g. Obtain and review OWNER's contract documents and OWNER specifications for inclusion within the final contract, plans and specifications. CONSULTANT shall also consult with OWNER in regards to OWNER policies and practices in regard to contract administration and construction management.
- h. Furnish three review copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT's services under the Preliminary Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Preliminary Design Phase documents and opinion of probable Construction Cost.

B. FINAL DESIGN PHASE

Upon written acceptance by OWNER of the final Preliminary Design Phase documents and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare Final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by CONTRACTOR.
- b. These Drawings shall include locations of all utilities affected, with ownership and rights-of-way where required. The existing and ownership of any existing utilities shall be determined by contacting each utility provider in writing to obtain such records as may be available and information from the survey. Coordinate with said utility companies on the adjustment, relocation, or removal of existing utility lines and structures within the project that are in conflict with the proposed improvements.

- c. Visit the Site as needed to assist in preparing the Final Drawings and Specifications.
- d. Prepare necessary applications for permits for submission for approval of local, state, and federal authorities.
- e. Prepare a detailed Final Cost Estimate.
- f. Furnish for review by OWNER three copies of the Final Drawings, Specifications, and Cost Estimate as well as submitting electronically to appropriate parties specified by OWNER. OWNER shall submit to CONSULTANT any comments regarding the furnished items, and any instructions for revisions. CONSULTANT's services under the Final Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the Final Drawings, Specifications, and Cost Estimate.

C. BID PHASE

Upon acceptance by OWNER of the Final Drawings, Specifications, the most recent opinion of probable Construction Cost, and upon written authorization by OWNER to proceed, CONSULTANT shall:

- a. Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORS, and, where applicable, maintain a record of prospective CONTRACTORS to which documents have been issued, pre-bid conferences, if any, and receive and process CONTRACTOR deposits or charges for the issued documents.
- b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- c. Consult with OWNER as to the qualifications of prospective CONTRACTORS. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORS, for those portions of the Work as to which review of qualifications is required by the issued documents.
- d. If the issued documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective CONTRACTORS.
- e. Attend the bid opening, prepare bid tabulation sheets and recommendation of award to meet OWNER's schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.
- f. The Bid Phase will be considered complete upon commencement of the Construction Phase.

D. CONSTRUCTION PHASE

Upon successful completion of the Bid Phase and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
- c. Establish construction monuments, project baseline, and benchmarks as necessary.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.
- f. Verify and approve CONTRACTOR's Applications for Payment and schedules (Progress Schedules, Schedule of Submittals, and Schedule of Values) and submit to the OWNER.
- g. Prepare progress reports for the OWNER when requested and coordinate monthly progress meetings between OWNER, CONTRACTOR, CONSULTANT, and inspector, as necessary throughout the duration of the project.
- h. Review shop drawings and sampled for conformance with the design concept of the project and for compliance with the result required in the Contract Documents. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR.
- i. Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.
- j. Attend Council meetings and other meetings necessary to discuss issues associated with the project.
- k. Record Drawings: The CONSULTANT shall furnish reproducible "RECORD" drawings, based on information provided by the CONTRACTOR, both printed on full size paper as well as electronically via AutoCAD.
- l. Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents.
- m. Make visits to the Site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR's executed Work.
- n. Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List, Perform final inspection and make a recommendation for acceptance.
- o. The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by CONSULTANT for final payment to CONTRACTORS.

PART 2 – ADDITIONAL SERVICES

A. SURVEY

CONSULTANT shall obtain a contract with a Licensed Professional Surveyor to complete the work as outlined in the scope of survey work the CONSULTANT developed in the Preliminary Design Phase of the project. The survey's purpose is to locate all existing features both manmade and natural features, both above ground and subsurface within the project limits. The survey shall include the following elements:

- 1. Established baselines and temporary benchmarks along the project corridor and specified datums used,
- 2. Utilities as shown after contacting Louisiana One Call,
- 3. Descriptions, locations, depths, and sizes of all pipes within the project,
- 4. Descriptions, locations, diameters of all trees within the project,
- 5. Ground elevations within the project limits to properly develop contours,
- 6. Locations of all buildings, fences, and other structures,
- 7. Cross sections along roadways at 100-foot intervals minimum,
- 8. Cross sections along ditches at 50-foot intervals minimum,
- 9. Locations of all apparent rights-of-way and servitudes.

Survey shall be submitted to the Parish both in PDF and CAD format.

Data Collection and Processing:

- 1. Spatial data collected for projects shall be referenced to the updated NAD83 and NAVD88 reference datums established by NOAA (National Oceanic and Atmospheric Administration). Monumentation shall be set in an area outside the construction limits so as not to be disturbed during the construction phase. Existing control monumentation located within the vicinity may be used in lieu of setting new monuments. Field observations data must be processed and delivered to the Parish and comply with the specific deliverables requirements defined below.

Project Control:

- 1. Information on project control monuments that are applicable to the survey/project limits shall be provided by contractors, designers, engineers, or surveyors. This documentation should be labeled or clearly defined as Datum and Control.

2. Monument documentation must include source documentation such as Report of Survey Mark or NGS (National Geodetic Survey) Data Sheet and should remain in its original format as well as retain its original name as provided by the source. Monument maps may be scanned and the electronic scan treated as the source. PDF is the preferred format for scanned monument maps, although jpg and tif files are also acceptable.
3. All existing monuments used in the establishment of the project control network must have documentation as described above.
4. The Surveyor shall acquire the elevation and datum of all bench marks to be use in the survey. The elevation used shall be based on the updated NAD83 and NAVD88 reference datums.

Survey Data Deliverables:

1. A complete survey package as described below must be submitted by assembling all the appropriate electronic information used to conduct the survey. These documents should indicate the following (where applicable) for project control monuments:
- a. Designation - the "name" of the mark used.

b. CORS Identifier - the mark is either a Continuously Operational Reference Station (CORS) or is associated with one.

c. PID - Permanent Identifier

d. GEOID – Geoid model used (ex. 12B)

e. Epoch – ex. 2010

f. Latitude/Longitude – X,Y; Northing/Easting; State Plane Louisiana South FIPS1702 (Feet)

g. Orthometric Height – Z (Feet)

h. Horizontal Datum – ex. coordinates in North American Datum (NAD 1983)

i. Vertical Datum – ex. North American Vertical Datum (NAVD 88) elevation (if measured)

j. Horizontal and vertical accuracy

k. Units

l. Scale factor

B. GEOTECHNICAL INVESTIGATION

CONSULTANT shall obtain a contract with a Licensed Louisiana Geotechnical firm to complete the work as outlines in the scope of geotechnical work the CONSULTANT developed in the Preliminary Design Phase of the project. The geotechnical investigation purpose is to determine the properties of the soil in the project area. The geotechnical investigation shall include the following elements:

1. (1) one to (2) two undisturbed soil borings located within proximity to the project location
2. The borings are to be classified and analyzed as necessary in accordance with accepted industry practices for foundation design
3. Subsurface exploration data to include soil profile, exploration logs, lab or in-situ test results, and ground water conditions
4. Engineering recommendations for design such as pile depth, sheet pile design, etc. and recommendations to be project specific
5. The boreholes are to be backfilled and road surfaces patched in accordance with DOTD requirements (Purple book or later).

C. PERMITTING

CONSULTANT shall develop permit drawings, applications, supporting information and obtain all permits as required for the project, including, but not limited to, the following:

1. Wetland Delineation, submitting for a Jurisdictional Determination of any wetlands
2. U.S. Army Corps of Engineers (Section 404 permit)
3. LA Wildlife & Fisheries (Scenic Rivers permit)
4. LA Department of Health (LDH)
5. LA Department of Environmental Quality (LDEQ)
6. Cultural Resources

CONSULTANT shall also attend permit meetings as necessary and address all questions and comments received from any agency to ensure receipt of all necessary approvals.

D. RESIDENT PROJECT REPRESENTATIVE (RPR)

CONSULTANT shall furnish a Resident Project Representative ("RPR"), at the request of the OWNER to assist CONSULTANT in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is CONSULTANT's representative at the Site and will act as directed by and under the supervision of CONSULTANT.

The duties and responsibilities of the RPR are as follows:

1. RPR's dealings in matters pertaining to the Work in general shall be with CONSULTANT and CONTRACTOR. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of CONSULTANT.
2. Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability of such schedules.
3. Attend meetings such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.
4. Comply with Site safety programs.
5. Serve as CONSULTANT's liaison with CONTRACTOR. Assist CONSULTANT in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's On-Site operations.
6. Report to CONSULTANT whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed, and replaced, or accepted as provided in the Construction Contract Documents.
7. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that CONTRACTOR maintains adequate records thereof. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
8. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
9. Immediately inform CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
10. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
11. Participate in CONSULTANT's and OWNER's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

12. Observe whether all items on the final punch list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.

13. Resident Project Representative shall not:

- a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- b. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.
- c. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CONTRACTOR.
- d. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.

ATTACHMENT "B"
PROJECT SCHEDULE

ENGINEERS CANAL PUMP STATION IMPROVEMENTS
Project No. (P220206)

The CONSULTANT shall complete the following phases of the project within the number of days shown after Notices to Proceed:

	Number of Days to Complete
Conceptual Phase	60
Preliminary Design Phase	TBD
Final Design Phase	TBD
Bid Phase	45
Construction Phase	TBD

Time for Completion

1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT's services is impaired, or CONSULTANT's services are delayed or suspended, then the time for completion of CONSULTANT's services shall be adjusted equitably.
2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT's services, then the time for completion of CONSULTANT's services, and the rates and amounts of CONSULTANT's compensation, shall be adjusted equitably.
3. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ATTACHMENT "C"
PROJECT COMPENSATION

ENGINEERS CANAL PUMP STATION IMPROVEMENTS
Project No. (P220206)

OWNER shall pay CONSULTANT a Lump Sum amount of \$38,742.00 for the Conceptual Phase portion of the project. This portion of the Work shall be completed and accepted by the OWNER per Attachment A, prior to commencement of Preliminary Design Phase.

- a. The Lump Sum includes compensation for CONSULTANT's services and services of CONSULTANT's SUBCONSULTANTS, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and CONSULTANT charges.
- b. Compensation for Conceptual Phase work will be included in the overall Basic Services design fee, as based on a percentage of the estimated construction cost developed during the Conceptual Phase.

OWNER shall pay CONSULTANT on a Not to Exceed basis for Basic Services set forth in Attachment A as follows:

- a. The total compensation for basic services as described in Attachment A is estimated to be \$TBD based on the following estimated distribution of compensation:
1. Preliminary Design Phase (30%)\$ TBD

▪ Conceptual Phase included within

\$38,742.00
2. Final Design Phase (40%)\$ TBD
3. Bid Phase (5%)\$ TBD
4. Construction Phase (25%)\$ TBD
- b. CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.
- d. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.
- e. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

OWNER shall pay CONSULTANT on a Lump Sum basis for Additional Services set forth in Attachment A as follows:

- a. Surveying\$18,524.00
- a. Geotechnical Investigation\$TBD
- b. Permitting\$TBD

OWNER shall pay CONSULTANT for Resident Project Representative Basic Services as follows:

1. Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D of Attachment A, a total amount of \$TBD, at the hourly rate as listed in Attachment C-1.
2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a TBD -day construction schedule.

Attachment C-1

2020 Rate Sheet

Principal	\$ 259
Supervisor Engineer	\$ 232
Project Manager	\$ 199
Engineer	\$156
Pre-Professional	\$105
Senior Designer	\$ 133
Designer	\$108
Technician	\$107

Drafter	\$ 78
Bridge Inspector 2	\$ 129
Bridge Inspector 1	\$ 116
Inspector Certified	\$ 95
Inspector	\$ 75
Administrative Assistant	\$ 83

2022-0174
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 22-6-10
An ordinance approving and authorizing the execution of a Professional Services Agreement with Professional Engineering Consultants Corporation, to perform engineering services for the Schexnaydre Pump Station Improvements Project (Project No. P220207), in the lump sum amount of \$20,500.00.

WHEREAS, the Parish desires to have a conceptual report developed that will allow the parish to see what improvements and modifications can be provided for the Schexnaydre Pump Station, bridge deck and bar screens; and,

WHEREAS, this will allow for upgrading capacity to our Schexnaydre Pump Station as well as the overall efficiency of the Pump Station; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Professional Engineering Consultants Corporation 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 Professional Engineering Consultants Corporation, to perform engineering services as required by the Department of Public Works, for the Schexnaydre Pump Station Improvements Project (Project No. P220207) in the lump sum amount of \$20,500.00 is hereby approved and accepted.

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

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

YEAS: BILLINGS, FONSEGA, DARENSBOURG GORDON, CLULEE, DUFRENE, FISHER
NAYS: NONE
ABSENT: GIBBS, BELLOCK, FISHER-CORMIER

And the ordinance was declared adopted this 20th day of June, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: TV Nichelle Sprockato
DLVD/PARISH PRESIDENT: June 27, 2022
APPROVED : [Signature] DISAPPROVED:
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: June 22, 2022
AT: 8:30 am RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____ day of _____, 2022 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 PROFESSIONAL ENGINEERING CONSULTANTS CORPORATION, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for SCHEXNAYDRE PUMP STATION IMPROVEMENTS Project No. P220207 as described in Ordinance No. 22-6-10 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting 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 CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

SCHEXNAYDRE PUMP STATION IMPROVEMENTS
Project No. P220207

2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.

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

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

3.0 SERVICES OF CONSULTANT

3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.

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

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

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

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

3.6 The Phases of the Project are as defined in Attachment "A",

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 Consultant 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 Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and 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 Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

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 Consultant 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 consulting if necessary
- I. Topographic 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 Consultant 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, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant 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 Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

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

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

8.0 PAYMENTS

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

8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.

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

8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

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

8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.

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

8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:

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

8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

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

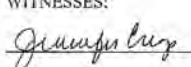
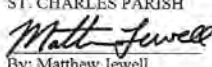
If no bid is received within the budget limitation and a redesign of the project if required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids is, for any reason, delayed beyond a period of six (6) months 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 Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
11.3	The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
11.4	The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
11.5	Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
11.6	Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
11.7	This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.
12.0	INSURANCE
12.1	The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the <u>unencumbered</u> amount of <u>\$1,000,000.00</u> for one person and not less than <u>\$1,000,000.00</u> for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the <u>unencumbered</u> amount of <u>\$1,000,000.00</u> for each accident and not less than <u>\$1,000,000.00</u> aggregate.
12.2	The Consultant shall also secure and maintain at his expense professional liability insurance in the <u>unencumbered</u> sum of <u>\$1,000,000.00</u> .
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	Consultant 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	Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
12.6	St Charles Parish shall be named as an additional insured on general liability insurance policies.
12.7	For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
12.8	Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
12.9	The Worker's Compensation Policy Territory Coverage must include Louisiana.
13.0	INDEMNIFICATION
	Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.
14.0	WARRANTY
14.1	<u>Consultant</u> warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
14.2	If <u>Consulting Services for project</u> designed by <u>Consultant</u> does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of <u>Consultant's</u> failure to meet the standard of care in its design services, <u>Consultant</u> will indemnify the Parish for <u>Consultant's</u> share of the costs incurred to bring <u>Consulting Services for project</u> to the limitations mandated.
14.3	The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.
15.0	EXCLUSIVE JURISDICTION AND VENUE
	For all claims arising out of or related to this agreement, CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waives any (a) pleas of jurisdiction based upon Consultant's residence and (b) right of removal to Federal Court based upon diversity of citizenship.
16.0	COMPLIANCE WITH FEDERAL AND STATE LAWS
	CONSULTANT further agrees to comply with federal and state laws, including those identified in Attachment "D".
17.0	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:	ST. CHARLES PARISH
	
	By: Matthew Jewell
	Parish President
	6/21/22
	Date:
WITNESSES:	PROFESSIONAL ENGINEERING
	CONSULTANTS CORPORATION
	By: Tony Arikol, P.E.
	President
	Date:

ATTACHMENT "A"
PROJECT SCOPE
SCHEXNAYDRE PUMP STATION IMPROVEMENTS
Project No. (P220207)
The Scope of Work is as follows:
This project will develop a conceptual report that will allow for the parish to see what improvements and modifications can be provided for Schexnaydre Pump Station, as far as upgrading capacity, bridge decks and bar screens.
CONCEPTUAL PHASE
Upon written authorization from OWNER, CONSULTANT shall:
a. Consult with OWNER to define and clarify OWNER's requirements for the Project, including design objectives and constraints, permits, capacity and performance requirements, flexibility, expandability, and any budgetary limitations, and identify available data, reports, facilities plans, site evaluations, etc., required for design.
b. Identify potential solution(s) to meet OWNER's Project requirements, as needed. Study and evaluate the potential solution(s) to meet OWNER's Project requirements.
c. Visit the Site, or potential Project sites, as needed, to review existing conditions and facilities.
d. Develop a scope of work for additional professional services (i.e. survey, geotech, etc.) necessary for design.
e. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and CONSULTANT's recommended solution(s). For each recommended solution, CONSULTANT will provide the following, to include, but not limited to:
1. Opinion of probable Construction Cost;
2. The estimated total costs of design, professional, and related services to be provided by CONSULTANT and its SUBCONSULTANTS;
3. A tabulation of other items and services included within the definition of Total Project Costs.
f. Furnish three review copies of the Report to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT's services under the Conceptual Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Conceptual Report.
PART I – BASIC SERVICES
A. PRELIMINARY DESIGN PHASE
Upon written authorization from OWNER, CONSULTANT shall:
a. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, and outline specifications. Visit the Site, as needed, to prepare the Preliminary Design Phase documents.
b. Coordinate all surveys and other investigations (see Additional Services) as may be required to prepare construction plans. Investigations and/or surveys shall locate existing utilities (private and public) affected by the project and shall locate and define such utilities sufficiently in the event that utilities have to be relocated.
c. Prepare a program of borings and other soil investigations that may be required.
d. Provide written notice to all utility companies (private and public) about the project and request utility "as-built" information from them.
e. Advise OWNER if additional reports, data, information, and/or services not already identified in the Conceptual Phase which are necessary and assist OWNER in obtaining such reports, data, information, and/or services.
f. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.
g. Obtain and review OWNER's contract documents and OWNER specifications for inclusion within the final contract, plans and specifications. CONSULTANT shall also consult with OWNER in regards to OWNER policies and practices in regard to contract administration and construction management.
h. Furnish three review copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost to OWNER as well as submitting electronically to appropriate parties specified by OWNER. CONSULTANT's services under the Preliminary Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the final Preliminary Design Phase documents and opinion of probable Construction Cost.
B. FINAL DESIGN PHASE
Upon written acceptance by OWNER of the final Preliminary Design Phase documents and upon written authorization from OWNER, CONSULTANT shall:
a. Prepare Final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by CONTRACTOR.
b. These Drawings shall include locations of all utilities affected, with ownership and rights-of-way where required. The existing and ownership of any existing utilities shall be determined by contacting each utility provider in writing to obtain such records as may be available and information from the survey. Coordinate with said utility companies on the adjustment, relocation, or removal of existing utility lines and structures within the project that are in conflict with the proposed improvements.
c. Visit the Site as needed to assist in preparing the Final Drawings and Specifications.
d. Prepare necessary applications for permits for submission for approval of local, state, and federal authorities.
e. Prepare a detailed Final Cost Estimate.
f. Furnish for review by OWNER three copies of the Final Drawings, Specifications, and Cost Estimate as well as submitting electronically to appropriate parties specified by OWNER. OWNER shall submit to CONSULTANT any comments regarding the furnished items, and any instructions for revisions. CONSULTANT's services under the Final Design Phase will be considered complete on the date when CONSULTANT has delivered to OWNER the Final Drawings, Specifications, and Cost Estimate.
C. BID PHASE
Upon acceptance by OWNER of the Final Drawings, Specifications, the most recent opinion of probable Construction Cost, and upon written authorization by OWNER to proceed, CONSULTANT shall:
a. Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORS, and, where applicable, maintain a record of prospective CONTRACTORS to which documents have been issued, pre-bid conferences, if any, and receive and process CONTRACTOR deposits or charges for the issued documents.
b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
c. Consult with OWNER as to the qualifications of prospective CONTRACTORS. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORS, for those portions of the Work as to which review of qualifications is required by the issued documents.
d. If the issued documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective CONTRACTORS.
e. Attend the bid opening, prepare bid tabulation sheets and recommendation of award to meet OWNER's schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.
f. The Bid Phase will be considered complete upon commencement of the Construction Phase.

D. CONSTRUCTION PHASE

Upon successful completion of the Bid Phase and upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare formal contract documents for the execution of the construction contract.
- b. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
- c. Establish construction monuments, project baseline, and benchmarks as necessary.
- d. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.
- f. Verify and approve CONTRACTOR's Applications for Payment and schedules (Progress Schedules, Schedule of Submittals, and Schedule of Values) and submit to the OWNER.
- g. Prepare progress reports for the OWNER when requested and coordinate monthly progress meetings between OWNER, CONTRACTOR, CONSULTANT, and inspector, as necessary throughout the duration of the project.
- h. Review shop drawings and sampled for conformance with the design concept of the project and for compliance with the result required in the Contract Documents. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR.
- i. Prepare all necessary documentation required for construction RFIs (Requests for Information/Interpretation), Change Orders, and Work Change Directives.
- j. Attend Council meetings and other meetings necessary to discuss issues associated with the project.
- k. Record Drawings: The CONSULTANT shall furnish reproducible "RECORD" drawings, based on information provided by the CONTRACTOR, both printed on full size paper as well as electronically via AutoCAD.
- l. Receive from CONTRACTOR, review, and transmit to OWNER maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents
- m. Make visits to the Site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, to observe as an experienced and qualified design professional the progress of CONTRACTOR's executed Work.
- n. Perform Substantial Completion walk through, generate Substantial Completion recommendation and accompanying Punch List. Perform final inspection and make a recommendation for acceptance.
- o. The Construction Phase will commence with the execution of the Notice of Intent to Award for the Project and will terminate upon written recommendation by CONSULTANT for final payment to CONTRACTORS.

PART 2 – ADDITIONAL SERVICES

A. GEOTECHNICAL INVESTIGATION

CONSULTANT shall obtain a contract with a Licensed Louisiana Geotechnical firm to complete the work as outlines in the scope of geotechnical work the CONSULTANT developed in the Preliminary Design Phase of the project. The geotechnical investigation purpose is to determine the properties of the soil in the project area. The geotechnical investigation shall include the following elements:

- 1. (1) one to (2) two undisturbed soil borings located within proximity to the project location
- 2. The borings are to be classified and analyzed as necessary in accordance with accepted industry practices for foundation design
- 3. Subsurface exploration data to include soil profile, exploration logs, lab or in-situ test results, and ground water conditions
- 4. Engineering recommendations for design such as pile depth, sheet pile design, etc. and recommendations to be project specific
- 5. The boreholes are to be backfilled and road surfaces patched in accordance with DOTD requirements (Purple book or later).

B. PERMITTING

CONSULTANT shall develop permit drawings, applications, supporting information and obtain all permits as required for the project, including, but not limited to, the following:

- 1. Wetland Delineation, submitting for a Jurisdictional Determination of any wetlands
- 2. U.S. Army Corps of Engineers (Section 404 permit)
- 3. LA Wildlife & Fisheries (Scenic Rivers permit)
- 4. LA Department of Health (LDH)
- 5. LA Department of Environmental Quality (LDEQ)
- 6. Cultural Resources

CONSULTANT shall also attend permit meetings as necessary and address all questions and comments received from any agency to ensure receipt of all necessary approvals.

C. RESIDENT PROJECT REPRESENTATIVE (RPR)

CONSULTANT shall furnish a Resident Project Representative ("RPR"), at the request of the OWNER to assist CONSULTANT in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is CONSULTANT's representative at the Site and will act as directed by and under the supervision of CONSULTANT.

The duties and responsibilities of the RPR are as follows:

- 1. RPR's dealings in matters pertaining to the Work in general shall be with CONSULTANT and CONTRACTOR. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of CONSULTANT.
- 2. Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability of such schedules.
- 3. Attend meetings such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.
- 4. Comply with Site safety programs.
- 5. Serve as CONSULTANT's liaison with CONTRACTOR. Assist CONSULTANT in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's On-Site operations.
- 6. Report to CONSULTANT whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed, and replaced, or accepted as provided in the Construction Contract Documents.
- 7. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that CONTRACTOR maintains adequate records thereof. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
- 8. Prepare a daily report or keep a diary or log book, recording CONTRACTOR's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- 9. Immediately inform CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

- 10. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 11. Participate in CONSULTANT's and OWNER's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- 12. Observe whether all items on the final punch list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- 13. Resident Project Representative shall not:
 - a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - b. Undertake any of the responsibilities of CONTRACTOR, Subcontractors, or Suppliers.
 - c. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CONTRACTOR.
 - d. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or CONTRACTOR.

ATTACHMENT "B"
PROJECT SCHEDULE

SCHEXNAYDRE PUMP STATION IMPROVEMENTS
Project No. (P220207)

The CONSULTANT shall complete the following phases of the project within the number of days shown after Notices to Proceed:

	Number of Days to Complete
Conceptual Phase	60
Preliminary Design Phase	TBD
Final Design Phase	TBD
Bid Phase	45
Construction Phase	TBD

Time for Completion

- 1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT's services is impaired, or CONSULTANT's services are delayed or suspended, then the time for completion of CONSULTANT's services shall be adjusted equitably.
- 2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT's services, then the time for completion of CONSULTANT's services, and the rates and amounts of CONSULTANT's compensation, shall be adjusted equitably.
- 3. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ATTACHMENT "C"
PROJECT COMPENSATION

SCHEXNAYDRE PUMP STATION IMPROVEMENTS
Project No. (P220207)

OWNER shall pay CONSULTANT a Lump Sum amount of \$20,500.00 for the Conceptual Phase portion of the project. This portion of the Work shall be completed and accepted by the OWNER per Attachment A, prior to commencement of Preliminary Design Phase.

- a. The Lump Sum includes compensation for CONSULTANT's services and services of CONSULTANT's SUBCONSULTANTS, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and CONSULTANT charges.
- b. Compensation for Conceptual Phase work will be included in the overall Basic Services design fee, as based on a percentage of the estimated construction cost developed during the Conceptual Phase.

OWNER shall pay CONSULTANT on a Not to Exceed basis for Basic Services set forth in Attachment A as follows:

- a. The total compensation for basic services as described in Attachment A is estimated to be \$TBD based on the following estimated distribution of compensation:
 - 1. Preliminary Design Phase (30%) \$ TBD
 - Conceptual Phase included within \$20,500.00
 - 2. Final Design Phase (40%) \$ TBD
 - 3. Bid Phase (5%) \$ TBD
 - 4. Construction Phase (25%) \$ TBD
- b. CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.
- d. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.
- e. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

OWNER shall pay CONSULTANT on a Not to Exceed basis for Additional Services set forth in Attachment A as follows:

- f. Geotechnical Investigation \$TBD
- g. Permitting \$TBD

OWNER shall pay CONSULTANT for Resident Project Representative Basic Services as follows:

- 1. Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D of Attachment A, a total amount of \$TBD, at the hourly rate as listed in Attachment C-1.
- 2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a TBD-day construction schedule.

Attachment C-1

HOURLY RATE SCHEDULE FOR GENERAL ENGINEERING AND SURVEYING SERVICES
(Effective January 1, 2022 through December 31, 2022)

Principal	\$180.00/hr.
Sr. Project Manager / Sr. Engineer	\$156.00/hr.
Engineer	\$140.00/hr.

Engineer Intern (Prp Professional)	\$112.00/hr.
Sr. Technician/Designer	\$156.00/hr.
CADD Technician	\$ 65.00/hr.
Construction Manager	\$ 98.00/hr.
Field Inspector	\$ 60.00/hr.
Grants Administrator	\$105.00/hr.
Clerical/Word Processor	\$ 69.00/hr.
Travel	Per IRS Schedule
Expenses	Reimbursable at Cost +
10%	

2022-0175
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)
ORDINANCE NO. 22-6-11
An ordinance approving and authorizing the execution of a contract with NFT Group LLC, for St. Charles Parish Courthouse 2nd Floor Renovation, (Project No. GBCH0518), in the amount of \$6,179,000.00.
WHEREAS, Ordinance No. 18-5-9 adopted on May 21, 2018, by the St. Charles Parish Council approved and authorized the execution of a Professional Services Contract with Murray Architects for the design and construction management of the renovation of the second floor within the St. Charles Parish Courthouse Building in Hahnville; and,
WHEREAS, sealed bids were received by St. Charles Parish on May 12, 2022, for St. Charles Parish 2nd Floor Renovation (Project No. GBCH0518); and,
WHEREAS, Murray Architects has reviewed the bids and recommends that the contract be awarded to the low bidder, NFT Group LLC, in the amount of \$6,179,000.00; and,
WHEREAS, these renovations will provide three adequate size courtrooms which allows for better docket planning and court scheduling in the judicial system.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the bid of NFT Group LLC, for the construction of St. Charles Parish Courthouse 2nd Floor Renovation, (Project No. GBCH0518) is hereby approved and accepted in the amount of \$6,179,000.00.
SECTION II. That the Parish President is hereby authorized to execute said contract on behalf of St. Charles Parish.
SECTION III. A final Notice of Contract shall be printed and filed in place of the contract documents with the St. Charles Parish Clerk of Court and in the records of the St. Charles Parish Council.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, DUFRENE, FISHER
NAYS: NONE
ABSENT: GIBBS, BELLOCK, FISHER-CORMIER
And the ordinance was declared adopted this 20th day of June, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle S. Gaudin
CLERK/PARISH PRESIDENT: June 21, 2022
APPROVED: Matthew Jewell DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RET'D/SECRETARY: June 23, 2022
AT: 8:30 am RECD BY: [Signature]

SECTION 00500

CONTRACT

This agreement entered into this 21st day of June, 2022, by NFT Group, LLC, hereinafter called the "Contractor", whose business address is 831 Elysian Fields Ave - C, new Orleans, LA 70117, 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 the work required to build, construct and complete in a thorough and workmanlike manner in connection with the following:
Project Name: ST. CHARLES PARISH COURTHOUSE 2ND FLOOR RENOVATION
Project Number: GBCH0518
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Murray Architects, Inc.
- 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated March 16, 2022, Addenda number(s) 1, 2, 3 and 4, 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: Second Floor Courthouse and Judge's Chambers Renovation

ARTICLE 2

ARCHITECT

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

ARTICLE 3

CONTRACT TIME

- 3.01 The Contractor shall complete the Work under the Contract within 330 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner One Thousand Two Hundred dollars \$1,200.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
a) (\$6,179,000.00) Six Million One Hundred Seventy Nine Thousand Dollars and Zero Cents 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 4 inclusive)
h) Contract documents bearing the general title "St. Charles Parish Courthouse 2nd Floor Renovation, Project Number: GBCH0518" dated March 16, 2022.
i) Drawings, consisting of a cover sheet dated March 16, 2022 and the sheets listed on Drawing G.0.0; each sheet bearing the following general title:
j) General Conditions (Section 00700)
k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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

ARTICLE 9

MISCELLANEOUS

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

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

OWNER: Parish of St. Charles
By: Matthew Jewell
Title: Parish President
CONTRACTOR: NET Group, LLC
By: [Signature]
Title: Owner

ATTEST:
By: Jeanette Cruz
Title: Executive Assistant
ATTEST:
By: [Signature]
Title: Member

2022-0181

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

RESOLUTION NO. 6643

A resolution in support of the Planning and Zoning Commission's approval of 2022-9-SPU for an accessory dwelling unit in an R-1A zoning district, 15999 River Road, Hahnville as requested by Mary & Corey Breaux.

WHEREAS, the St. Charles Parish Zoning Ordinance of 1981 requires the Parish Council approve a supporting resolution for Accessory Dwelling Units; and,

WHEREAS, Mary & Corey Breaux have requested a special permit to build an Accessory Dwelling Unit (ADU) in an R-1A zoning district at municipal address 15999 River Road, Hahnville; and,

WHEREAS, the Department of Planning and Zoning recommended approval of the special permit use; and,

WHEREAS, the Planning and Zoning Commission approved the special permit at their June 2, 2022 meeting.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL hereby provides this resolution in support of the Planning and Zoning Commission's approval of a Special Permit Use for an accessory dwelling unit in an R-1A zoning district, 15999 River Road, Hahnville as requested by Mary & Corey Breaux.

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, DUFRENE, FISHER

NAYS: NONE

ABSENT: GIBBS, BELLOCK, FISHER-CORMIER

And the resolution was declared adopted this 20th day of June, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: June 21, 2022
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: June 23, 2022
AT: 8:30 am RECD BY: [Signature]

2022-0182

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GRANTS OFFICE)

RESOLUTION NO. 6644

A resolution approving and authorizing St. Charles Parish to submit a grant application to the United States Department of Agriculture's Rural Housing Service Fiscal Year (FY) 2022 Housing Preservation Grant Program.

WHEREAS, the Rural Housing Service, an agency within the United States Department of Agriculture Rural Development (USDA) is accepting grant applications for the FY2022 Housing Preservation Grant Program opportunity; and,

WHEREAS, St. Charles Parish established a local Housing Preservation Grant Program with funds awarded from the FY 2017 Housing Preservation Grant opportunity and continued the local program with funds received from the USDA Housing Preservation Grant Program each year since; and,

WHEREAS, through the local Housing Preservation Grant Program, the Department of Community Services has provided repairs and rehabilitation to 47 dwellings within St. Charles Parish owned and occupied by low and very low-income residents; and,

WHEREAS, St. Charles Parish is applying for FY2022 Hazard Preservation Grant funding to assist in the continuation of the local Housing Preservation Grant Program; and,

WHEREAS, the Rural Housing Service application requires support from the local governing body to secure approval and authorization for the application for grant funding.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize St. Charles Parish to submit a grant application to the United States Department of Agriculture's Rural Housing Service FY2022 Housing Preservation Grant Program.

BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said application and to act on behalf of St. Charles Parish in all matters pertaining to this project and subsequent grant award.

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, DUFRENE, FISHER

NAYS: NONE

ABSENT: GIBBS, BELLOCK, FISHER-CORMIER

And the resolution was declared adopted this 20th day of June, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: June 21, 2022
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: June 23, 2022
AT: 8:30 am RECD BY: [Signature]

2022-0120

RESOLUTION NO. 6645

A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District VII Representative.

WHEREAS, there exists a vacancy on the **ST. CHARLES PARISH PLANNING & ZONING COMMISSION** due to the expiration of the term of Mr. Scott M. Galliano on May 31, 2022; and,

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

NOW, THEREFORE, BE IT RESOLVED, that Ms. Michele deBruler
407 Lac Verret Drive, Luling, LA 70070

is hereby appointed to the **ST. CHARLES PARISH PLANNING & ZONING COMMISSION** as the District VII Representative.

BE IT FURTHER RESOLVED that said appointment shall be effective **IMMEDIATELY** and shall expire **MAY 31, 2026**.

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, DUFRENE, FISHER

NAYS: NONE

ABSENT: GIBBS, BELLOCK, FISHER-CORMIER

And the resolution was declared adopted this 20th day of June, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: June 21, 2022
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: June 23, 2022
AT: 8:30 am RECD BY: [Signature]

2022-0161

RESOLUTION NO. 6646

A resolution to appoint an Ad-Hoc member, with a health professional background, to the Board of Directors for the Arc of St. Charles.

WHEREAS, there exists a vacancy on the **BOARD OF DIRECTORS FOR THE ARC OF ST. CHARLES**; due to the expiration of the term of Dr. Jeffrey S. Kuo, M.D. on June 30, 2022; and,

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

NOW, THEREFORE, BE IT RESOLVED, that Dr. Jeffrey S. Kuo, M.D.
300 Lake Marina Avenue, Apt. 13A, New Orleans, LA 70124

is hereby appointed to the **BOARD OF DIRECTORS FOR THE ARC OF ST. CHARLES**; and,

BE IT FURTHER RESOLVED that said appointment shall be effective **JULY 1, 2022** and shall expire **JUNE 30, 2024**.

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, DUFRENE, FISHER

NAYS: NONE

ABSENT: GIBBS, BELLOCK, FISHER-CORMIER

And the resolution was declared adopted this 20th day of June, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Impastato
DLVD/PARISH PRESIDENT: June 21, 2022
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: June 23, 2022
AT: 8:30 am RECD BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish: June 30, 2022

Public Notice

ST CHARLES PARISH HOSPITAL SERVICE DISTRICT NO 1

The Board of Commissioners of St. Charles Parish Hospital Service District, Parish of St. Charles, State of Louisiana met for a regular Board of Commissioners' meeting on April 27, 2022, at 2:00 PM. It was noted the following Board Members were present: Mr. Jake Lemmon, Mr. Timothy Vial, Mrs. Karen Raymond, Mr. William Simon and Mrs. Pamela Smith.

Absent: None

Mr. Jake Lemmon announced Public Hearing and requested anyone wishing to address the Board on any of the agenda items for today's meeting to please speak now. There being none, after three (3) announcements, the Public Hearing was closed.

Under Special Business, Mr. Keith Dacus announced the special recognition: Mr. Jarrett Fuselier announced the employee of the Month for February 2022 as Ms. Ashely Russell, certified cardiovascular technician. Mr. Fuselier stated that Ms. Russell went anywhere she was needed over the past year and helped open the infusion area. Mr. Fuselier thanked Ms. Russell for always going above and beyond. Mr. Jarrett Fuselier announced Department of the Month of February 2022 as the Cath Lab Department. Mr. Fuselier stated that during lower volume times, this department stepped up and helped out multiple other departments and helped during busier times in the emergency department. Mr. Jarrett Fuselier announced the leader of the quarter for the first quarter 2022 as Mr. Keith Agnelly, operations coordinator for med-psych and BHU. Mr. Agnelly helped evacuate patients prior to hurricane Ida, was the point person for the joint commission survey and helps to onboard new employees in his area. Mr. Keith Dacus announced the provider of the quarter for the first quarter 2022 as Dr. Ryan Griffin, hematology/oncology department. Mr. Jeff Edge stated that Dr. Griffin does so much for our patients, has positive reviews and has grown the department.

One Team One Fight presented a \$6,000.00 check from proceeds from last year's crawfish boil to the EMS and Emergency Department for providing support for the community. This year's crawfish boil will be held on June 4.

Mr. Jake Lemmon entertained a motion to enter Executive Session for discussing Strategic Planning and/or Personnel issues. It was motioned by Vial seconded by Raymond to enter Executive Session at 2:18 PM for the purpose previously stated.

For: Lemmon, Vial, Raymond, Simon and Smith

Against: None

It was motioned by Vial seconded by Raymond to return to regular session at 2:43 PM.

For: Lemmon, Vial, Raymond, Simon and Smith

Against: None

New business followed. Mr. Keith Dacus presented the IGT for Medicaid program support not to exceed \$12M. It was motioned by Raymond and seconded by Smith to approve the IGT for Medicaid program support not to exceed \$12M.

For: Lemmon, Vial, Raymond, Simon and Smith

Against: None

The Board of Commissioners' Minutes from the March 30, 2022 meeting were presented. There being no revisions, it was motioned by Vial seconded by Smith to approve the March 30, 2022 Board of Commissioners' minutes as presented.

For: Lemmon, Vial, Raymond, Simon and Smith

Against: None

Dr. Danielle Levy, Chief of Staff, presented the Medical Staff Report from the April 12, 2022 Meeting. It was motioned by Raymond seconded by Smith to approve the Medical Staff Executive Committee Report from the April 12, 2022 Meeting as presented.

For: Lemmon, Vial, Raymond, Simon and Smith

Against: None

Dr. Levy reported that all credential files were thoroughly reviewed by the appropriate physician members prior to the meeting. Files were reviewed for licensure, challenges or relinquishments to licensure, training, education, current competence, proof of professional malpractice insurance, and claims history. It was motioned by Vial seconded by Simon to approve the following credentials as presented: There were three new physicians: LeTonna Bradford, MD – Emergency Medicine, Robyn Hitchcock, MD – Emergency Medicine, Karen Toribio, MD – Rheumatology, one tele-medicine physician: Allyson Darga, MD – Psychiatry, two advance practice providers: Luke Cenac, NP – Endocrinology, Amy Favalora, NP – Palliative Care, two resignations: Jesus Dominguez, MD – Anesthesiology, Kevin Felner, MD – e-ICU, four provisional reviews: Priscilla Becnel, MD – Hospital Medicine, Ashley Pastore, MD – Emergency Medicine, Addy Reine, MD – Hospital Medicine, Joy Rosenblatt, MD – Emergency Medicine, no change of category and twenty-seven reappointments: Priscilla Becnel, MD – Hospital Medicine, Edward Bluth, MD – Radiology, Griffin Coffelt, MD – Emergency Medicine, Adam Dowling, MD – Radiology, Kimberly Fiemin, MD – Nephrology, Dennis Kay, MD – Radiology, Deidra Long, MD – Pathology, Dee Malkemker, MD – Radiology, Andrew Marsala, MD – Radiology, Marianne Maumus, MD – Hospital Medicine, John McCrossen, MD – Gynecology, Zola N'Dandu, MD – Cardiology, Maxime Savard, DPM – Podiatry, Clint Schofield, MD – General Surgery, David Silvestri, MD – Radiology, Michael Sullivan, MD – Radiology, Patrick Torres, MD – Anesthesiology, Reem Awwad, MD – Radiology, Giuseppe Ciccotti, MD – Neurology, Robin Davis, MD – Neurology, Thomas Gann, MD – Neurology, Louis Joseph, MD – Psychiatry, Dawood Malik, MD – Radiology, Julia Staisch, MD – Neurology, Gabriel Vidal, MD – Neurology, Brooks Vial, PA – Orthopedics, Kaleb Ashworth – Orthopedics, FPPE and OPPE. Deferred:

For: Lemmon, Vial, Raymond, Simon and Smith

Against: None

The Quality and Patient Experience Report was provided by Mr. Jarrett Fuselier and Mr. Jeff Edge. Mr. Fuselier presented Prove Our Value: Quality, HCAHPS, EDCAHPS, Ambulatory and Outpatient Diagnostics. Mr. Jeff Edge presented Prove Our Value: Medical Practice, Serve More Patients data and the Primary Care Goals/Metrics, Physician Updates and St. Charles Clinic Unique Patients by Care Type. The Safety Committee Report from the November 16, 2021 Meeting was reviewed, and it was motioned by Vial seconded by Smith to approve the November 16, 2021 Safety Committee Report as presented.

Ms. Tara Allemen presented the Finance Report. YTD and MTD Statistical Graph, YTD and MTD Financial Graphs, Financial Summary Statistical Report, Surgery Report, Cash Receipts Report and Infusion Update for the month of March were presented.

The Chief Executive Officer's Report followed. Mr. Keith Dacus gave the Moment of Quality stating an ICU patient that passed was able to donate organs and tissues to save over fifty lives. Mr. Dacus also stated this patient was a veteran and that the staff lined the hallway in support while the patient

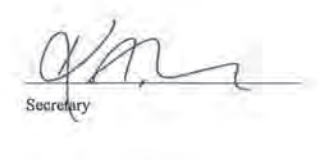
was being transported to the OR prior to the organ and tissue donation. Mr. Dacus thanked the staff for this touching moment. Mr. Keith Dacus gave updates on the hospital and clinics. Mr. Dacus also presented the Community Outreach topic, including the Volunteer Services/Auxiliary/Community Outreach/Synergy Important Dates.

Mr. Jake Lemmon stated being no announcements, the next scheduled Board of Commissioners' Meeting is May 25, 2022 at 2:00 PM.

There being no further business, it was motioned by Raymond seconded by Smith to adjourn. The motion carried, and the meeting adjourned at 2:57 PM.

ATTEST


Chairman or Acting Chairman


Secretary

Publish: June 30, 2022

Public Notice

COMBINED PUBLIC NOTICE

NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND
NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS AND
PUBLIC EXPLANATION OF A PROPOSED ACTIVITY IN THE 100-YEAR
FLOODPLAIN

June 30, 2022

St. Charles Parish, LA
P.O. Box 302
Hahnville, LA 70057
985-783-5000

These notices shall satisfy three separate but related procedural requirements for activities to be undertaken by the St. Charles Parish Housing Authority.

REQUEST FOR RELEASE OF FUNDS

On or about July 16, 2002, St. Charles Parish will authorize St. Charles Parish Housing Authority to submit a request to HUD under the HUD Streamlined Voluntary Conversion (SVC) Program for three locations for the purpose of preserving and rehabilitating affordable rental housing. The locations are:

Chadbourne Estates, 66 units, 200 Boutte Estates Drive, Boutte, LA
Hahnville Site, 51 units, 200 Sunset Court, Hahnville, LA
Des Allemandes Site, 12 units, 172 Norman Avenue, Des Allemands, LA

NOTICE AND PUBLIC EXPLANATION OF A PROPOSED ACTIVITY IN THE 100-YEAR FLOODPLAIN

This is to give notice that St. Charles Parish, LA (SCP) has determined that the following proposed action under HUD-SVC is located in the 100-year floodplain, and SCP will be identifying and evaluating practicable alternatives to locating the action in the floodplain and the potential impacts on the floodplain from the proposed action, as required by Executive Order 11988, in accordance with HUD regulations at 24 CFR 55.20 Subpart C Procedures for Making Determinations on Floodplain Management and Protection of Wetlands.

Chadbourne Estates is proposed conversion under SVC and rehabilitation of 66 units of affordable housing. The purpose is to preserve and improve much needed affordable housing in the area. The project site is located within Zone AE (area of special flood hazard with water surface elevations determined) as indicated on Preliminary Flood Insurance Rate Map 2201600125C effective June 16, 1992. HUD-SVC funds will be used in the financing of the project. The affected area of floodplain is approximately 5 acres. Chadbourne Estates is located at 200 Boutte Estates, Dr. Boutte, St. Charles Parish, LA.

St. Charles Parish has considered the following alternatives and mitigation measures:

1. No Action.
2. Require flood insurance

St. Charles Parish has reevaluated the alternatives to building in the floodplain and has determined that it has no practicable alternative. Environmental files that document compliance with steps 3 through 6 of Executive Order 11988 are available for public inspection, review and copying upon request at the times and location delineated in the last paragraph of this notice for receipt of comments.

There are three primary purposes for this notice. First, people who may be affected by activities in floodplains and those who have an interest in the protection of the natural environment should be given an opportunity to express their concerns and provide information about these areas. Commenters are encouraged to offer alternative sites outside of the floodplain, alternative methods to serve the same project purpose, and methods to minimize and mitigate impacts. Second, an adequate public notice program can be an important public educational tool. The dissemination of information and request for public comment about floodplains can facilitate and enhance Federal efforts to reduce the risks and impacts associated with the occupancy and modification of these special areas. Third, as a matter of fairness, when the Federal government determines it will participate in actions taking place in floodplains, it must inform those who may be put at greater or continued risk.

FINDING OF NO SIGNIFICANT IMPACT

St. Charles Parish has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at St. Charles Parish Housing Authority, 200 Boutte Estates Drive, Boutte, LA 70039 and may be examined or copied weekdays 10 A.M to 4 P.M.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the RE designated office responsible for receiving and responding to comments. All comments received by July 15, 2022, will be considered by St. Charles Parish prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

ENVIRONMENTAL CERTIFICATION

SCP certifies to HUD that Mathew 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. HUD's State's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the name of grant recipient to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

HUD will accept objections to its release of fund and the RE'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 Parish (b) the RE 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 HUD; 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 HUD office at Hale Boggs Federal Building, 500 Poydras Street, 9th Floor, New Orleans, LA 70130. Potential objectors should contact HUD at 504-671-3000 to verify the actual last day of the objection period.

Mathew Jewell, St. Charles Parish President

Publish: June 30, 2022

Public Notice



ST. CHARLES PARISH
LOUISIANA

MATTHEW JEWELL
PARISH PRESIDENT

St. CHARLES PARISH

FINANCE

NOTICE OF PUBLIC MEETING

A public meeting will be held as follows:

DATE: July 18, 2022

TIME: 6:00 PM

PLACE OF MEETING: St. Charles Parish Council Chambers
15045 River Road, Hahnville, La. 70057

AGENDA:

Call to Order

Roll Call

Approval of Minutes from last meeting, July 5, 2022.

New Business:

1. Adopt the millage rate(s). An Ordinance 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 1 and 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.

Adjournment

Bob Fisher, Council Chairman

St. Charles Parish

15045 River Road, Hahnville, LA 70057

985-783-5000

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Michelle Impastato at 985-783-5000 describing the assistance that is necessary.

Publish: June 30, 2022

Your Community, Your News

St. Charles
HERALD-GUIDE
— and —
www.HeraldGuide.com

Keeping the people of St. Charles Parish connected, since 1873

Delivered weekly to your door

Call 866-282-1498 for subscription
Call 985-758-2795 advertising information.