

ST. CHARLES PARISH PUBLIC NOTICES



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La Sandra Darenbourg  
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Bob Fisher  
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Beth Billings  
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Holly Fonseca  
Councilwoman-At-Large,  
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Public Notice

Request for Scenic River Permit on Bayou des Allemands

The Secretary of the Louisiana Department of Wildlife and Fisheries (LDWF) as Administrator of the Louisiana Natural and Scenic Rivers System is currently considering the application of Sidney Gassen to replace a bulkhead and boathouse at a camp. Copies of the application can be reviewed at the LDWF main office, Room 432, 2000 Quail Drive, Baton Rouge, LA. The public is invited to comment on this permit request for a period of forty-five (45) days. Responses should be mailed to LDWF Scenic Rivers Program, P.O. Box 98000, Baton Rouge, LA 70898-9000.

Publish: March 2, 9 & 16, 2023

Public Notice

ST. CHARLES PARISH  
ZONING BOARD OF ADJUSTMENT

THE ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT WILL MEET ON MARCH 16, 2023 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:  
**2023 4 ZBA** requested by **Clara Daigle** to reduce the required front yard setback for an attached carport at **633 Aquarius Street, Hahnville**. Zoning District R-1A. Council District 1  
**2023 6 ZBA** requested by **Troy Jacob** to reduce the required rear yard setback for a residential addition at **613 Marino Drive, Norco**. Zoning District R-1A. Council District 6  
**2023 7 ZBA** requested by **Atmos Energy Corp.** to reduce the required setback for a generator at **101 Barreca Street, Norco**. Zoning District C-2. Council District 6  
**2023 8 ZBA** requested by **Chelsea Campeaux** to allow a residential accessory building within a front yard and reduce the required front yard setback at **594 West Easy St, Destrehan**. Zoning District R-1A. Council District 6  
**ALTERNATE DATE: 3/23**  
**PUBLISH 3/2, 3/9, 3/16**

Public Notice

29<sup>TH</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. CHARLES

STATE OF LOUISIANA

CASE NO. P-12594 DIVISION "D"

SUCCESSION OF AUGUST JOSEPH TRAHANT

FILED: \_\_\_\_\_ DEPUTY CLERK

NOTICE OF FILING OF TABLEAU OF DISTRIBUTION

NOTICE IS GIVEN that JESSICA L. TRAHANT CARLIN is applying for authority to pay estate debts of these successions in accordance with a Tableau of Distribution, as follows:

Charges and Debts proposed to be paid:


Name of Creditor	Amount Due	Nature
I. Scott Law Group	\$7,516.36	Succession Attorney Fees and Costs

The petition can be homologated after the expiration of seven (7) days from the date of the publication of this notice. Any opposition to the petition must be filed prior to its homologation.

By: Kayla Martynenko, Attorney

Publish: March 16, 2023

Public Notice

 **ST. CHARLES PARISH**  
PROCUREMENT

DAVID FERRARO  
PROCUREMENT OFFICER

SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UP TO:  
11:00 A. M., THURSDAY, MARCH 30, 2023

AT THE ST. CHARLES PARISH PROCUREMENT OFFICE, ROOM 3400, P. O. BOX 302, 15045 RIVER ROAD, PARISH COURTHOUSE, 3rd FLOOR PARISH PRESIDENT'S OFFICE, HAHNVILLE, LOUISIANA, 70057, EITHER BY MAIL, HAND DELIVERED OR ON-LINE AT:  
<https://www.centralbidding.com> PROMPTLY THEREAFTER, THE BID(S) WILL BE PUBLICLY OPENED AND READ ALOUD ON THE 3rd FLOOR IN THE CONFERENCE ROOM OF THE ST. CHARLES PARISH COURTHOUSE. FOR:

X-23-476 - ADM 1 CULVERT INSPECTION CAMERA SYSTEM

DETAILED SPECIFICATIONS MAY BE PICKED UP, MAILED, OR EMAILED BY CONTACTING SHARON ROCHELLE AT THE PARISH COURTHOUSE (PHONE 985-783-5196) OR AN EMAIL REQUESTED TO [srochelle@stcharlesgov.net](mailto:srochelle@stcharlesgov.net) BID RELATED DOCUMENTS MAY BE VIEWED ON-LINE AT <https://www.centralbidding.com>.

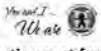
**BID SHOULD BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE: "DENOTING APPROPRIATE BID ITEM"**

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

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

**BID ADVERTISED:**  
**ST. CHARLES HERALD GUIDE**  
March 09, 2023  
March 16, 2023

Public Notice

  
**Advertisement for Bids**

Interested vendors are invited to submit bids to St. Charles Parish Public Schools ("SCPPS") electronically via the Central Auction House website located at the "Online Bids & RFPs" link under the Resources tab at the SCPSB website <https://www.stcharles.k12.la.us/>. Questions should be submitted electronically via the online site no later than **March 31, 2023**. Firms are responsible for checking the website above periodically for any updates or revisions to the Request for Bids.

Interested vendors are also invited to submit original sealed hard copy bids to SCPPS. An original sealed bid shall be made in the format provided and the complete bid, together with any and all additional materials, shall be enclosed in a sealed envelope, clearly marked as indicated below, addressed and delivered to the following address:

Janitorial Supplies Bid  
St. Charles Parish Public Schools  
Attn: George Dunmiles, Jr.  
13855 River Road  
Luling, LA 70070

Vendors should allow for normal mail or delivery time to ensure timely receipt of their bid. Late delivery of for any reason, including late delivery by United States Mail, shall disqualify the bid. Oral or facsimile bids are invalid and will not receive consideration. All questions regarding the Bid can be submitted in writing and addressed to the attention above no later than **March 31, 2023**.

All bids will be accepted until 9:00 am local time Central Time on March 31, 2023 . All bids received will be taken under advisement as submitted by the assigned date and time at SCPSB. Bids must be accompanied by a bid bond, certified check, cashier's check, or money order in the amount of not less than 5% of the total bid shown on the bid form. Bids will not be considered unless the required check or bond is attached.

All requirements must be addressed in your bid. Non-responsive bids will not be considered. Failure to follow these instructions could result in disqualification of the bid. SCPSB reserves the right to reject any and all bids.

Bids are hereby requested for the following:

Janitorial Supplies Bids

Additional information and documents may be obtained free of charge by contacting the office of Teresa Brown, Administrator of Ancillary Services, at SCPPS, 13855 River Road, Luling, LA 70070. Call (985) 785-3105 for documents or questions. Firms are not allowed to contact other SCPPS departments, schools or centers about the RFP.

Advertising dates in the **St. Charles Herald-Guide**, official journal of SCPPS, shall be:

1<sup>st</sup> Listing: March 16, 2023  
2<sup>nd</sup> Listing: March 23, 2023  
3<sup>rd</sup> Listing: March 30, 2023

St. Charles Parish Public Schools  
Art Aucoin, School Board President  
Dr. Ken Oertling, Superintendent  
13855 River Road  
Luling, LA 70070

Public Notice

March 9, 2023

NOTICE OF PUBLIC HEARINGS

STATEWIDE FLOOD CONTROL PROGRAM

AIRPORT CONSTRUCTION AND DEVELOPMENT PRIORITY PROGRAM

PORT CONSTRUCTION AND DEVELOPMENT PRIORITY PROGRAM

To review the Statewide Flood Control Program, the Airport Construction and Development Priority Program and the Port Construction and Development Priority Program as follows:

BATON ROUGE, LOUISIANA: Upon the adjournment of 10:00 A.M. meeting, Monday, March 20, 2023 Louisiana State Capitol House Committee Room 1

These Public Hearings will be conducted in accordance with Act 351 of the 1982 Regular Session of the Louisiana Legislature by the House and Senate Legislative Committees on Transportation, Highways, and Public Works and in accordance with Acts 451 and 452 of the 1989 Regular Session of the Louisiana Legislature by the House and Senate Legislative Committees on Transportation, Highways and Public Works.

The purpose of these Public Hearings is to review the Statewide Flood Control Program, the Airport Construction and Development Priority Program and the Port Construction and Development Priority Program for Fiscal Year 2023 and 2024. All interested persons are invited to be present.

Oral testimony will be received. However, so that all persons desiring to speak have an equal opportunity to do so, it is requested that every effort be made to complete individual testimony as quickly as possible. Oral testimony may be supplemented by presenting written statements and comments to the Committee by mailing the same postmarked within ten (10) calendar days following the hearing to the above address. If you have any questions, please contact Ms. Elizabeth Eastwood, Department of Transportation and Development, phone (225) 379-3058.

*S/Patrick McMath*  
Senator Patrick McMath  
Co-Chairman

*S/Mark Wright*  
Representative Mark Wright  
Co-Chairman

Publish: March 16, 2023

Public Notice

Notice is hereby given that RaceTrac Petroleum has applied for a 401 Water Quality Certification to clean, grade, excavate, and place fill to construct a RaceTrac gas station and associated infrastructure on the southwest corner of US Hwy. 90 and LA Hwy. 632 in Des Allemands, St. Charles Parish. RaceTrac Petroleum is applying to the Louisiana Department of Environmental Quality, Office of Environmental Services for a Water Quality Certification in accordance with statutory authority contained in the LAC 33:IX.1507 A-E and provisions of Section 401 of the Clean Water Act. Comments concerning this application can be filed with the Water Permits Division within ten days of this notice by referencing WQC 230113-02, A1237059 to the following address: Louisiana Department of Environmental Quality, Water Permits Division P.O. Box 4313, Baton Rouge, LA 70821-43 13 Attn: Elizabeth Hill

Comments may be submitted by email to [DEQ-WaterQualityCertifications@la.gov](mailto:DEQ-WaterQualityCertifications@la.gov).

A copy of the application is available for inspection and review at the LDEQ Public Records Center, on the first floor of the Galvez Building, Room 127 at 602 North Fifth Street, Baton Rouge, LA 70802, from 8:00 a.m. to 4:30 p.m. The available information can also be accessed electronically on the Electronic Document Management System (EDMS) on the LDEQ public website at [www.deq.louisiana.gov](http://www.deq.louisiana.gov).

Publish: March 16, 2023

Sheriff's Sale

SHERIFF'S SALE  
SHERIFF'S OFFICE  
Suit No: (45) 87 430-E  
Date: Thursday, January 19, 2023  
DEUTSCHE BANK NATIONAL  
TRUST COMPANY,  
AS TRUSTEE FOR ARGENT SECURITIES INC.,  
ASSET-BACKED PASS-THROUGH  
CERTIFICATES, SERIES 2006-M1  
VS  
JEROME PEABODY, ET AL  
GREG CHAMPAGNE, SHERIFF  
P.O. Box 426  
HAHNVILLE, LA 70057  
Parish of St. Charles  
29th Judicial District Court  
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: THURSDAY, JANUARY 23, 2020, in the above entitled aid 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, MARCH 22, 2023, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: That portion of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in St. Charles Parish, Louisiana on the left descending bank of the Mississippi River in what is known as Mule Subdivision No. 2, Section I, being a resubdivision of a portion of the East half of Lot "A" of Good Hope Plantation Subdivision, as per plan off. M. Collier, dated September, 1950, a copy of which is on file in the office of the Clerk of Court and recorder for the Parish of St. Charles for reference:  
And according to said map the lot designated as Lot 10 Square Two, and measures Seventy (70') feet front on Mary Street by a depth between equal and parallel lines of Eighty-Four and 4/10 (84.4') feet. All as per survey of Lucien C. Gassen, dated July 28, 1979. Which has the address of 60 Mary Street, Norco, LA 70079

And from the proceeds of said sale to, pay petitioner by preference over all other claims, the sum of: ONE HUNDRED THIRTY THOUSAND SEVEN HUNDRED SIXTY-ONE AND 81 / 100 (\$130,761.81) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.  
TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK  
DUE BY 2:00 P.M. DAY OF THE SALE.  
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR  
ST. CHARLES PARISH  
PUBLISH ON: February 16, 2023  
March 16, 2023  
ATTORNEY FOR PLAINTIFF:  
Penny M. Daigrepoint  
3510 N. Causeway Blvd, Suite 600  
Metairie, LA 70002  
504-831-7726  
SCSO-CIV-209-0402



Sheriff's Sale

SHERIFF'S SALE  
SHERIFF'S OFFICE  
Suit No: (45) 87644-D  
Date: Thursday, March 2, 2023  
BAYVIEW LOAN SERVICING, LLC  
VS  
TIMOTHY HICKS A/KIA TIMO-  
THY C. HICKS, ET AL  
GREG CHAMPAGNE, SHERIFF  
P.O. Box 426  
HAHNVILLE, LA 70057  
Parish of St. Charles  
29th Judicial District Court  
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, MARCH 4, 2020, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, APRIL 19, 2023, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: THAT CERTAIN PORTION & OF GROUND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated Boutte, St. Chmles Parish, State of Louisiana, in what is know 11 as DAVIS PLANTATION PARK SUBDIVISION, a subdivision of a portion of Section 45, T 13 S, R 21 E, South Eastern Land Districts of Louisiana, West of the Mississippi River in St. Charles Parish, Louisiana, and according to a survey entitled "Davis Plantation Park Subdivision, Phase III", dated November 27, 1991, drawn by Linfield, Hunter and Gibbons, Inc., Consulting Engineers, and duly recorded in the office of the Clerk of Court of St. Charles Parish in COB 447, folio 381, the lot herein being described as Lot 210 and is more fully described as follows:

Lot 210 forms the North West corner of the intersection of Beaupre Drive and Cottage Drive. Starting at the point of intersection of the front lines of Lot 210 and Lot 208 on Beaupre Drive, Lot 210 extends a distance of 52.93 feet, thence 53.88 feet, thence 59.37 feet on m l arc having a radius of 31 feet, which m-c forms the corner of Beaupre Drive and Cottage Drive, thence a distance of 29.23 feet on Cottage Drive, thence a distance of 60.47 feet on an arc having a radius of 60 feet, which mc forms the Cul-de-sac at the Western end of Cottage Drive, thence North O degrees 126.28 feet which forms the common boundary with Lot 211, thence N. 82 degrees 30 feet W a distance of 73.29 feet which forms the common boundary with Lot 208 and returns to the point of beginning; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: TWO HUNDRED FOURTEEN THOUSAND SIX HUNDRED SIXTY-NINE AND 32 / 100 (\$214,669.32) 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 PM. DAY OF THE SALE.

GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR  
ST. CHARLES PARISH  
Publish On: March 16, 2023  
April 13, 2016  
ATTORNEY FOR PLAINTIFF:  
Jason R. Smith  
1505 North 19th Street  
P.O. Box 2867  
Monroe, La. 71207-2867  
318-388-1440

Public Notice

PUBLIC NOTICE  
REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER

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

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

Geraldine M. Sanders, ET. ALS  
223 Joe Louis Lane, Hahnville, LA 70057  
Lot 6A  
Subdivision: Courthouse To Fashion Terrace  
Nature of violation: Grass cutting & removal of debris

David Lee  
331 Mimosa Ave., Luling, LA 70070  
Lot 123  
Subdivision: Mimosa Park  
Nature of violation: Grass cutting & removal of debris

Chad Gautbreax  
204 Saint Nicholas Street, Luling, LA 70070  
Lot 29  
Subdivision: Lagatutta Addition, #2  
Nature of violation: Grass cutting & removal of debris

Terry Morici  
12598 River Road, Destrehan, LA 70047  
Lot 3827  
Subdivision: Gabriel Heights Subdivision  
Nature of violation: Grass cutting & removal of debris

Nabul Brothers Real Estate, LLC  
12590 River Road, Destrehan, LA 70047  
Lot 3824  
Subdivision: Gabriel Heights Subd.  
Nature of violation: Grass cutting & removal of debris

William Steelman  
234 W Easy St., New Sarpy, LA 70047  
Lot 13A  
Subdivision: New Sarpy Subd.  
Nature of violation: Grass cutting & removal of debris

Douglas Joseph Zeringue  
120 Davis, Luling, LA 70070  
Lot 11  
Subdivision: Davis Hights-Luling-Davis Pltn.  
Nature of violation: Grass cutting & removal of debris

PUBLISH: March 16, 2023

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, FEBRUARY 27, 2023, 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.

2023-0030  
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT (GRANTS OFFICE)

ORDINANCE NO. 23-2-5

An ordinance approving and authorizing the execution of a Professional Services Contract by and between St. Charles Parish and CSRS Disaster Recovery Management, LLC to perform Program Administrative/Management Services in the implementation of the St. Charles Parish CDBG – Disaster Recovery Program in the amount of \$159,900.00.

WHEREAS, St. Charles Parish has been allocated Community Development Block Grant (CDBG) Disaster Recovery funds in the amount of \$3,897,180.00 by the Office of Community Development for disaster recovery efforts in response to the 2020 and 2021 disasters; and,

WHEREAS, said grant program will provide funding to be used for infrastructure and economic revitalization efforts through the Hometown Revitalization Program and Resilient Communities Infrastructure Program; and,

WHEREAS, said grant program will provide funding for the grant management costs for each CDBG-DR funded project; and,

WHEREAS, in compliance with Federal procurement regulations, St. Charles Parish issued a Request for Proposal (RFP) for Program Administrative/Management Services to Implement the St. Charles Parish CDBG – Disaster Recovery Program to solicit a firm to provide said services on an as needed basis; and,

WHEREAS, the RFP was publicly advertised and proposals were received on January 23, 2023; and,

WHEREAS, all proposals received have been reviewed and evaluated in accordance with the Selection Criteria set forth in the RFP and it is recommended that the Contract be awarded to CSRS Disaster Recovery Management, LLC.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:  
SECTION I. That the Professional Services Contract for Program Administrative/Management Services for task orders associated with the St. Charles Parish CDBG – Disaster Recovery Program by and between St. Charles Parish and CSRS Disaster Recovery Management, LLC is hereby approved and accepted.  
SECTION II. That the Parish President is hereby authorized to execute said Contract and to act on behalf of St. Charles Parish in all matters pertaining to this Contract.

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

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

And the ordinance was declared adopted this 27th day of February, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]  
SECRETARY: [Signature]  
CLVD/PARISH PRESIDENT: February 28, 2023  
APPROVED: [Signature] DISAPPROVED: [Signature]

PARISH PRESIDENT: [Signature]  
RET'D/SECRETARY: March 6, 2023  
AT: 9:21am RECD BY: [Signature]

EXHIBIT A  
ST. CHARLES PARISH  
Professional Services Contract  
for  
Program Administrative/Management Services  
For task orders associated with the St. Charles Parish CDBG - Disaster Recovery Program

PART I

This Contract for program administrative/management services is made and entered into this \_\_\_\_ day of \_\_\_\_, 2023, by and between St. Charles Parish, State of Louisiana (hereinafter called the PARISH), acting herein by Matthew Jewell, Parish President, hereunto duly authorized, and CSRS Disaster Recovery Management, a limited liability corporation organized under the laws of the State of Louisiana (hereinafter called the CONSULTANT), acting herein by Taylor Gravois PE, PLS, PMP, Principal duly authorized;

WITNESSETH THAT:

WHEREAS, the PARISH has/intends to secure funding through the Community Development Block Grant (CDBG) Disaster Recovery funds in the amount of \$3,897,180 by the Office of Community Development for disaster recovery efforts in response to the 2020 and 2021 disasters. These funds are to be used for infrastructure and economic revitalization efforts through the Hometown Revitalization Program and Resilient Communities Infrastructure Program; and,

WHEREAS, the PARISH desires to engage the CONSULTANT to render certain program management and representation services in the implementation of its Disaster Recovery Programs:

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of CONSULTANT

The PARISH hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this Contract.

2. Scope of Services

The CONSULTANT shall, in a satisfactory and proper manner, assist the PARISH with its Disaster Recovery Program by performing the following scope of services, including but not limited to:

- Assist the Parish in the completion of the required Recovery Proposal and submission to the Office of Community Development, including facilitating the planning process, drafting of the proposal for consideration by the St. Charles Parish Council for adoption, preparing the submission to—and facilitating the approval by—the Office of Community Development. Tasks will include:
  - Assist the Parish in developing a coordinated proposal to the State that addresses the effects of the covered disasters and provides benefits for the recovery of the impacted communities;
  - Assist the Parish in analyzing the eligible activities as defined in the Action Plan and Action Plan Amendments (<https://www.doa.la.gov/doa/ocd/policy-and-reports/apa/>) to determine those most applicable and relevant for the Parish in recovery and redevelopment in the program areas of community resiliency and mitigation, public services, housing rehabilitation and affordable rental, public infrastructure, coastal restoration, and economic revitalization and development, and any other unmet needs;
  - Assist the Parish in assessing the available program options and the complexity of program compliance for the purpose of making recommendations based upon the Parish needs and capacity;
  - Assist the Parish in ensuring that proposed programs and projects are based on local recovery priorities;
  - Assist the Parish in ensuring the proposed programs and projects are consistent with regional and state plans;
  - Assist the Parish in determining how the selected programs and projects adhere to CDBG guidelines and eligibility, i.e. applicable CDBG National Objectives, Low-to-Moderate Income (LMI) criteria, and Disadvantaged Community requirements;
  - Assist the Parish in developing or updating a Citizen's Participation plan for this allocation of CDBG Disaster Recovery funds;
  - Assist the Parish in developing or updating a Procurement policy that meets the requirements of 2 CFR 200 and 24 CFR 85.36 for this allocation of CDBG Disaster Recovery funds; and
  - Attend St. Charles Parish Council meetings to provide proposed program and project status reports, updates on the Proposal and process, and attend other public meetings deemed necessary.
- Completing all necessary project descriptions, justifications, and risk assessments on all projects to be undertaken in the recovery effort;
- Securing approvals from the Office of Community Development—Disaster Recovery Unit to proceed with application submission on all projects to be undertaken in the recovery effort;
- Fulfilling all formal applications, including completion of all citizen participation requirements and household income surveys;
- Prepare an environmental review record for each project funded in whole or in part with CDBG funds including outreach to applicable agencies/tribes, all written reports, checklists, HUD/OCD environmental forms, or legal notices required to assure compliance with federal and state environmental requirements;
- Assist the Parish in meeting equal opportunity, citizen participation, fair housing, Section 504, and Section 3 requirements for participation in the CDBG program;
- Assist the Parish in meeting record keeping requirements of the program including the establishment and maintenance of project files and the preparation of all documentation and reports required for administration of the program;
- Assist the Parish in meeting financial, administrative and bookkeeping requirements of the program, including preparation of requests for payment;
- Assist the Parish with the selection of project architects, engineers, and other professional services in conformance with applicable procurement requirements, including the preparation of request for proposals;
- Assist the Parish in contract administration including review of construction documents, review of the bidding process, participation in the pre-construction conference and participation in periodic construction progress meetings;
- Serve as the Parish designated Labor Compliance Officer and assure compliance with all applicable labor standards requirements;
- Assist the Parish in meeting regulations governing land acquisition and relocation including the Uniform Relocation Assistance and Real Property Acquisition Act (URA);
- Assist the Parish in any monitorings and responding to any monitoring findings by a state or federal agency; and
- Prepare all required performance reports and closeout documents and assist the Parish with the determination of applicable audit requirements.

3. Term of Contract

The term of this Contract shall begin as of the day and year first written above and will be for a period of three years. Upon written mutual agreement between the PARISH and the CONSULTANT, this Contract may be extended for one additional year.

The services of the CONSULTANT shall commence upon the issuance of separate Task Orders by the PARISH as needed during the contract period. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Contract. The CONSULTANT shall provide services through closeout and monitoring for each event in which a Task Order is issued. The services required and performed hereunder shall not be considered complete until the PARISH has received notification of final closeout from the grant agency for each grant award in which the CONSULTANT received a Task Order regardless of timeframe.

4. Access to Information

All information, data, reports, records, and maps as are existing, available, and necessary for carrying out the work outlined above shall be furnished to the CONSULTANT by the PARISH. No charge will be made to the CONSULTANT for such information, and the PARISH will cooperate with the CONSULTANT to facilitate the performance of the work described in this Contract.

5. Compensation and Method of Payment

The CONSULTANT hereby agrees upon a lump sum fee in the amount of \$159,900.00 as compensation for the Scope of Services provided herein. The method of payment to the CONSULTANT is as outlined in the table below:

Milestone Number	Milestone Description	Contract Fee
1	OCD approval of the Recovery Proposal	\$23,985.00
2	OCD approval of the project applications	\$31,980.00
3	OCD approval of the project – specific Environmental Review Records	\$15,990.00
4	Submission of project plans, specification, and cost estimate to OCD	\$7,995.00
5	Completion of grant administration through program implementation or project construction, including payroll monitoring and submission of reimbursement requests	\$63,960.00
6	OCD Award Closeout	\$15,990.00
TOTAL		\$159,900.00

The CONSULTANT shall submit invoices to the PARISH for payment no more than once a month. These invoices shall summarize the percent complete of each milestone for which charges are billed. Each invoice amount due will be the percent complete for the period less any previous payments.



Payments will be made to the CONSULTANT after review and approval by the Parish. All payments will be made within 30 days of the submission of an invoice with all required documentation.

6. Ownership of Documents

All documents, including original drawings, estimates, specifications, field notes, photographs, reports and data are the property of the PARISH. The CONSULTANT may retain copies of said documents.

7. Liability

CONSULTANT shall perform its Services hereunder on a best professional efforts basis, consistent with generally accepted industry standards, or in the absence of generally accepted industry standards, consistent with the CONSULTANT'S experience within the industry. CONSULTANT'S liability in the event of defect, error, omission, or failure (hereinafter called "Defect" or collectively called "Defects") in any of CONSULTANT'S Services under this Contract shall be limited to Defects arising out of its sole negligence and further limited to the correction of Defects in CONSULTANT'S original Services. In the event of any such Defect, and provided that CONSULTANT is notified by the PARISH in writing of such Defect within one (1) year after completion of the CONSULTANT'S Services under this Contract, and such notice specifically includes a request for re-performance, CONSULTANT shall re-perform the defective portion of the Services without any additional cost to the PARISH.

8. Insurance

- a. The CONSULTANT shall secure and maintain at its expense such insurance that will protect it and the PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Contract.
- b. Insurance for bodily injury or death shall be in the unencumbered amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for one person and not less than ONE MILLION DOLLARS (\$1,000,000.00) for all injuries and/or deaths resulting from any one occurrence.
- c. The insurance for property damage shall be in the unencumbered amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each accident and not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
- d. CONSULTANT shall also secure and maintain at his own expense professional liability insurance in the sum of ONE MILLION DOLLARS (\$1,000,000.00).
- e. CONSULTANT shall also secure and maintain at his own expense comprehensive automobile liability insurance in the sum of ONE MILLION DOLLARS (1,000,000.00). Auto Liability should include owned, hired and leased autos.
- f. All certificates of insurance shall be furnished to the Parish within five (5) days after execution of the Contract and shall provide that insurance not be cancelled without ten (10) days prior written notice to the PARISH.
- g. ST. CHARLES PARISH shall be named as additional insured on general liability insurance policies.
- h. It shall be the responsibility of the CONSULTANT to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of the PARISH. The CONSULTANT shall further ensure the PARISH is named as additional insured on all insurance policies provided by said contractor and/or sub-contractor through the duration of the project.
- i. St. Charles Parish may examine all insurance policies.
- j. 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.
- k. CONSULTANT shall indemnify and save harmless the PARISH against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the CONSULTANT, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

9. Records and Monitoring Visits/Audits

The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the PARISH to assure proper accounting for all funds, both federal and non-federal shares. These records will be made available for monitoring visits/audit purposes to the PARISH or any authorized representative and will be retained for five (5) years from the official date of the final closeout of the respective award, unless permission to destroy them is granted by the PARISH.

10. Terms and Conditions

This Contract is subject to the foregoing documents and all provisions contained therein titled, "Exhibit A Part II – Compliance Provisions for Federally Assisted Professional Services Contracts," "Exhibit B – Authority to Execute," "Exhibit C Non-Collusive and Non-solicitation Affidavit," and any subsequent task orders which may be issued under this contract, which are attached hereto, and incorporated by reference herein.

By entering into this Contract, CONSULTANT affirmatively warrants that CONSULTANT is currently in compliance with such laws, and further warrants that during the term of this Contract, CONSULTANT shall remain in compliance therewith.

11. Address of Notices and Communications

PARISH	CONSULTANT
Mr. Matthew Jewell	Mr. Taylor Gravois, PE, PLS, PMP
Parish President	Principal
St. Charles Parish	CSRS
Post Office Box 302	935 Gravier Street, Suite 1650
Hahnville, LA 70057	New Orleans, LA 70112

With a copy to:

Carla Chiasson  
Grants Officer  
St. Charles Parish  
P. O. Box 302  
Hahnville, LA 70057

12. Jurisdiction

For all claims arising out of or related to this Contract, the CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any pleas of jurisdiction based upon the CONSULTANT'S residence or right to federal court based upon diversity of citizenship.

13. Termination or Suspension

- a. This Contract may be terminated for any reason by either party upon thirty (30) days written notice.
- b. The CONSULTANT, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract.
- c. 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 Contract to the date of termination.
- d. The Owner shall then pay the CONSULTANT promptly that portion of the prescribed fee to which both parties agree.
- e. 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.
- f. Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by CONSULTANT.
- g. This Contract 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.

14. Headings

Each paragraph of this Contract has been supplied with a heading to serve only as a guide to the contents. The heading does not control the meaning of any paragraph or in any way determine its interpretation.

15. Entire Contract

All negotiations, proposals and agreements prior to the date of this Contract are merged herein and superseded hereby, there being no other agreements, warranties or understandings other than those written or specified herein. In the event of a conflict between this Contract and the Proposal, the terms of this Contract shall control.

16. Authorization

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.



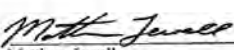
 Witness	St. Charles Parish
 Witness	BY:  Matthew Jewell Parish President
_____	CSRS Disaster Recovery Management, LLC
_____	BY: _____
_____	Taylor Gravois, PE, PLS, PMP Principal

EXHIBIT A

ST. CHARLES PARISH

Professional Services Contract

for

Program Administrative/Management Services

For task orders associated with the St. Charles Parish CDBG – Disaster Recovery Program

PART II

Compliance Provisions for Federally Assisted Professional Services Contracts

Community Development Block Grant Program Disaster Recovery Rider

This Community Development Block Grant Program Rider contains supplementary general conditions for use with procurement contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

For all procurement contracts and subrecipient agreements funded fully or in part by the Community Development Block Grant Disaster Recovery ("CDBG-DR") Program by and between the St. Charles Parish, State of Louisiana, acting herein by Matthew Jewell, Parish President, hereunto duly authorized, and CSRS Disaster Recovery Management, a limited liability corporation organized under the laws of the State of Louisiana, acting herein by Taylor Gravois PE, PLS, PMP, Principal, hereunto duly authorized; this CDBG Rider will serve as a universal addendum to each of those contracts and/or agreements.

This Rider must be signed separately as a stand-alone document, and the terms and provisions outlined herein will be applicable to all contracts and agreements between St. Charles Parish, and CSRS Disaster Recovery Management in which CDBG-DR grant funds are a funding source.

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1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender



employment because of race, color, religion, sex, gender identity, national origin, disability, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representatives of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**  
(Applicable to contracts and subcontracts in excess of \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where he/she has obtained identical certifications from proposed Subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

*NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually or annually).*

*NOTE: Whoever knowingly or willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.*

3. **CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 – COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

- A. The work to be performed under and contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701a (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to any contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to any contract certify that they are under no contractual or other impediment that would prevent them from complying with part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and

will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of any contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to any contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**  
(Applicable to contracts and subcontracts over \$10,000)

**AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS**

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. **AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**  
(applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.



10. **FLOOD DISASTER PROTECTION**

Any contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of the contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under the contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under any Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. **ACCESS TO RECORDS - MAINTENANCE OF RECORDS**

The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, St. Charles Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the Contractor and St. Charles Parish, respectively, for a period of five (5) years from the date of submission of the grantee's final expenditure report.

12. **INSPECTION**

The authorized representative and agents of the State of Louisiana and the Federal agency providing the assistance for this contract shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. **REPORTING REQUIREMENTS**

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. **CONFLICT OF INTEREST**

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. **ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**

(Applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. **PATENTS**

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. **COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor 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.

18. **TERMINATION FOR CAUSE**  
(Applicable to all contracts in excess of \$10,000)

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon

have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. **TERMINATION FOR CONVENIENCE**  
(Applicable to all contracts in excess of \$10,000)

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. **ENERGY EFFICIENCY**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan (LA R.S. 40:1730.49) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended).

21. **SUBCONTRACTS**

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

22. **UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS**

All contractors and sub-contractors must have an active UEI Number, as verified on <https://www.sam.gov>, prior to the award of the contract and maintain an active SAM registration with current information at all times during which it has a contract funded by federal assistance.

23. **DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of the provisions of E.O.s 12549 and 12689. To ascertain whether a Contractor or Subcontractor has been excluded from participating in a contract or subcontract receiving Federal financial assistance, a search of excluded parties can be conducted using the System for Award Management provided by the General Services Administration at <https://www.sam.gov>.

The Contractor must notify the Owner in the event of it and its Subcontractors being debarred, suspended, or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of a contract.

Upon notice of debarment, suspension, or declaration of ineligibility, the Contractor and/or its Subcontractors is/are ineligible to enter into contracts with the Owner, any department, or agency of the Federal Government. The Owner reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this contract according to the terms of this section.

24. **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

25. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

26. **CHANGES**

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

27. **PERSONNEL**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

28. **ANTI-KICKBACK RULES**

Salaries of personnel performing work under any Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under the contract to insure compliance by the



subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

29. **ASSIGNABILITY**

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

30. **INTEREST OF CONTRACTOR**

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract that no person having any such interest shall be employed.

31. **POLITICAL ACTIVITY**

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

32. **COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

33. **DISCRIMINATION DUE TO BELIEFS**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

34. **CONFIDENTIAL FINDINGS**

All of the reports, information, data, etc., prepared or assembled by the contractor under this contract are confidential, and the contractor agrees that they shall not be made available to any individual or organization without prior written approval of the owner.

35. **LOBBYING**

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

36. **DRUG-FREE WORKPLACE**  
(Applicable to all contracts in excess of Simplified Acquisition Threshold (\$250,000))

The Contractor and its Subcontractors will comply with the Drug-Free Workplace Act of 1988, as amended, in accordance with 48 FAR 23.500 *et seq.*, and 48 CFR 52.223-6. The Contractor, if other than an individual, shall - within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration); or as soon as possible for contracts of less than 30 days performance duration -

A. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establish an ongoing drug-free awareness program to inform such employees about - The dangers of drug abuse in the workplace; The contractor's policy of maintaining a drug-free workplace; Any available drug counseling, rehabilitation, and employee assistance programs; and The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (A) of this clause;

D. Notify such employees in writing in the statement required by subparagraph (A) of this clause that, as a condition of continued employment on this contract, the employee will abide by the terms of the statement; and Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

E. Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (D) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

F. Within 30 days after receiving notice under subdivision (D) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

Taking appropriate personnel action against such employee, up to and including termination; or Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

G. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (A) through (F) of this clause.

H. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

I. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

37. **PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (2 C.F.R. § 200.216)**  
(Applies to all contracts)

A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds

for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

B. Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

1. This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, routing, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

EXHIBIT B

ST. CHARLES PARISH

Program Administrative/Management Services for the  
St. Charles Parish CDBG – Disaster Recovery Program

AUTHORITY TO EXECUTE

A meeting of the Board of Directors of \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_ and domiciled in \_\_\_\_\_ was held this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that \_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the Parish of St Charles.

BE IT FURTHER RESOLVED that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until St. Charles Parish, has been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_ a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

SECRETARY



ST. CHARLES PARISH

Program Administrative/Management Services for the  
St. Charles Parish CDBG – Disaster Recovery Program

NON-COLLUSIVE AND NON-SOLICITATION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

\_\_\_\_\_ , being first duly sworn, deposes and says that:

(1) He is the \_\_\_\_\_ of \_\_\_\_\_ (Owner, Partner, Officer, Representative or, Agent) \_\_\_\_\_, the Bidder, and that \_\_\_\_\_ (Name of Proposer) the Bidder has submitted the accompanying Proposal to the Parish of St. Charles, Louisiana, the Owner;

(2) He is fully informed respecting the preparation and contents of the Proposal and of all pertinent circumstances respecting the Proposal;

(3) The Proposal is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract or Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any Bidder, firm, or person to fix the price or prices in the Proposal or the Proposal of any other Bidder; or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees, or parties in interest, including this affidavit;

(6) That he has employed no one person, corporation, firm, association, or other organization, either directly or indirectly, to secure the contract under which he is to receive payment, other than persons regularly employed by him whose services in connection with the contract or in securing the contract were in the regular course of their duties for him; and that no part of the contract price to be received by him was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by him whose services in connection with the contract were in the regular course of their duties for him;

Bidder \_\_\_\_\_

By \_\_\_\_\_

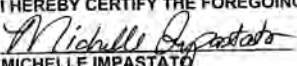
Title \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, Louisiana

My commission expires \_\_\_\_\_ SEAL \_\_\_\_\_

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

  
MICHELLE IMPASTATO  
COUNCIL SECRETARY

Publish: March 16, 2023

Public Notice

ORDINANCES AND RESOLUTIONS  
INTRODUCED FOR PUBLIC HEARING BY  
THE ST. CHARLES PARISH COUNCIL, ON  
MONDAY, MARCH 27, 2023, 6:00 P.M.,  
COUNCIL CHAMBERS, PARISH  
COURTHOUSE, 15045 RIVER ROAD,  
HAHNVILLE:  
**2023-0052** (Jewell, G. Gorden)  
An ordinance approving and authorizing the execution of a contract with Pintail Contracting Services, LLC, for the East Bank “C” Plant Filter Upgrade (Project No. WWKS-96) in the amount of \$2,023,900.00.  
**2023-0053** (Jewell, M. Bingham)  
An ordinance approving and authorizing the execution of an Amendment No. 2 to Ordinance No. 20-7-7 which approved the Professional Services Agreement with T. Baker Smith, LLC, to perform engineering services for the 2020 West Bank Master Drainage Plan (MDP) (Project No. P200602), in the amount not to exceed \$506,218.25.  
**2023-0054** (Jewell, D. deGeneres)  
An ordinance to approve a purchase and/or expropriation of a 1,482 sq. ft. perpetual sewer servitude and a 2,223 sq. ft. temporary construction servitude over property owned by John T. Lambert, Jr. and Michael C. Melancon designated as Lot 1A of the John Lambert Tract for the St. Rose Sewer Network Upgrade Project.  
**2023-0055** (Jewell, D. deGeneres)  
An ordinance to approve a purchase and/or expropriation of a 1,477 sq. ft. perpetual sewer servitude and a 2,214 sq. ft. temporary construction servitude over property owned by Martha King Lambert, Edward W. Lambert, Jr., Sally Lambert Schexnaydre, and Mary Jane Lambert, and/or all other owners of record, as their interests may appear, designated as Lot 7 of the John Lambert Tract for the St. Rose Sewer Network Upgrade Project.  
**2023-0051** (Jewell, G. Gorden)  
An ordinance approving and authorizing the execution of a contract with Pintail Contracting Services, LLC, for Hurricane Ida Repairs and Reconstruction, Department of Waterworks, West Bank Facilities (Project Numbers WWKS 107 & WWKS 108-334) in the amount of \$1,432,000.00.

PUBLISH: March 16, 23, 2023

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (P181101) as follows:

Owner: St. Charles Parish

Project Title: Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements

Project No.: P181101

Principal Work Location: Existing Destrehan Pump Station (P.S.) No. 2, Destrehan, St. Charles Parish, LA 70047

Description of Basic Work: Increase pump station sump area, structural modifications to the existing pump station to increase intake water flow, modifications to the proposed additional trash screen bays, modifications to the proposed pump station bridge over trash screen bays and concrete revetment bottom and steel sheet pile bulkhead along Dunleith Canal to increase the basin cross sectional area.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3<sup>rd</sup> Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at [www.centralbidding.com](http://www.centralbidding.com), no later than 10:00 a.m. local time on Tuesday, April 25<sup>th</sup>, 2023. 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, Picciola & Associates, Inc., 1904 Ormond Boulevard Suite 201, Destrehan, LA, 70047.

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 April 11, 2023 at 10 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 3<sup>rd</sup> 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, March 23, 2023  
Thursday, March 30, 2023  
Thursday, April 06, 2023

Public Notice

Anyone knowing the whereabouts of Ada White Chaney’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.

Publish: March 16 & 23, 2023

Sheriff’s Sale

SHERIFF’S SALE  
SHERIFF’S OFFICE  
Suit No: (45) 89651-D  
Date: Friday, January 6, 2023  
REVERSE MORTGAGE FUNDING  
LLC  
VS  
THE UNOPENED SUCCESSION  
OF NORMAN J.  
LAROUSSE A/K/A NORMAN J.  
LAROUSSE A/KIA  
NORMAN LAROUSSE, 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: FRIDAY, OCTOBER 15, 2021, 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, MARCH 22, 2023, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit: That certain piece or portion of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the State of Louisiana, in the Parish of St. Charles, in that part thereof known as Luling Heights Subdivision, Section “B”, according to a survey by E. M. Collier, Surveyor, dated May 9, 1968, said portion being designated as Lot 142 of Square “G”, Lot 142, Square “G”, is bounded by Barton Avenue, Lot 141, Lot 143 and the northern boundary line of the subdivision, and Lot 142 commences at a , distance of 2165 feet from the corner, of Nola Street and Barton Avenue, and measures thence 61 feet front on Bmi-on Avenue, the same width in the rear, by a depth of 120 feet between equal and parallel lines.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED SEVEN AND 86 / 100 (\$133,507.86) DOLLARS, along with interest and attorney’s fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE CASH IN THE FORM OF A CASHIER’S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.

GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR  
ST. CHARLES PARISH  
PUBLISH ON: February 16, 2023  
March 16, 2023  
ATTORNEY FOR PLAINTIFF:  
Corey J. Giroir  
P.O. Box 87379 13541 Tiger Bend  
Baton Rouge, LA 70879  
225-756-0373  
SCSO-CIV-209-0402



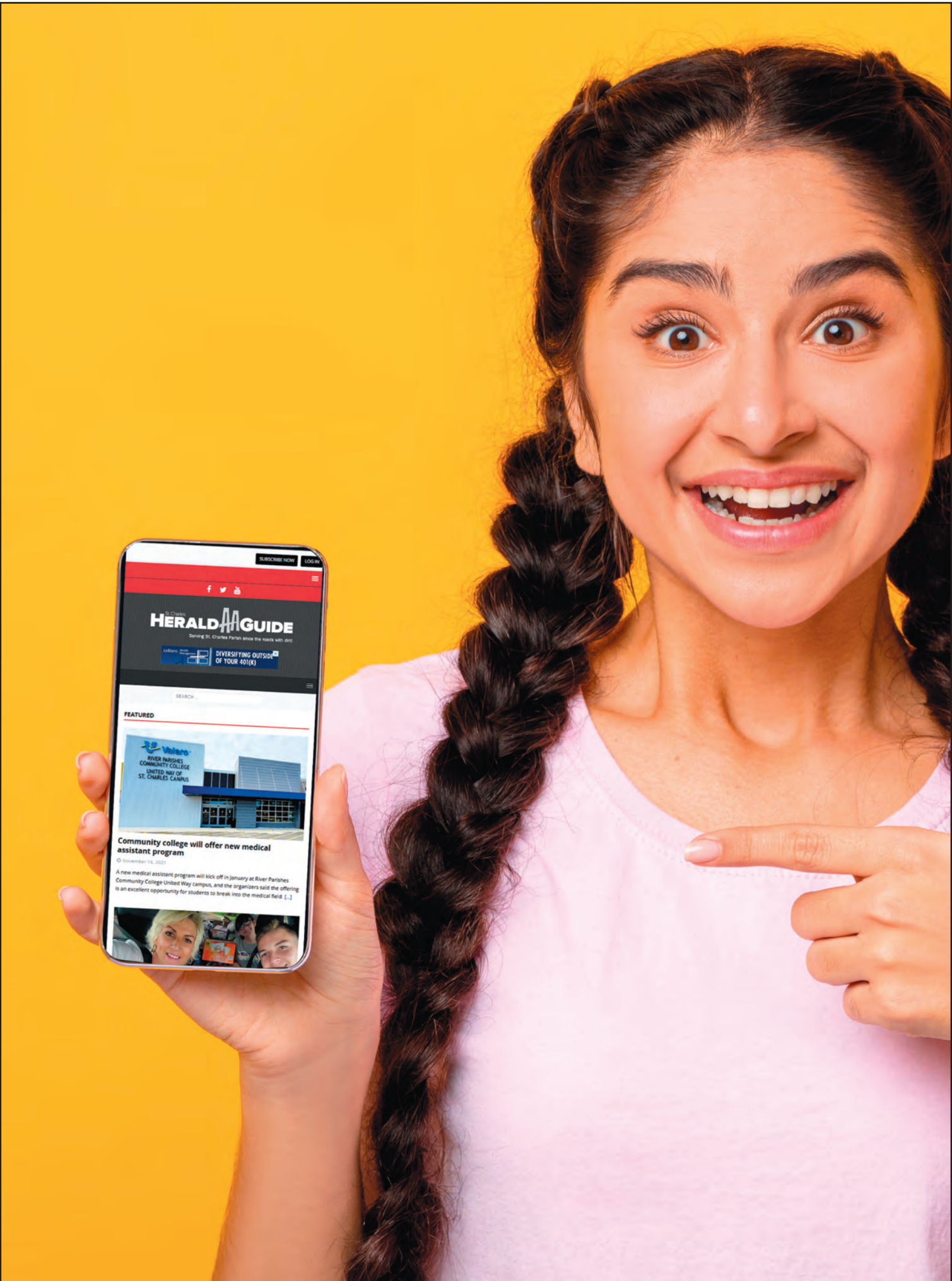
Sheriff’s Sale

SHERIFF’S SALE  
SHERIFF’S OFFICE  
Suit No: (45) 91635-E  
Date: Monday, March 6, 2023  
FREEDOM MORTGAGE CORPO-  
RATION  
vs  
RACHAEL LYNN CARRINGTON  
GREG CHAMPAGNE, SHERIFF  
P.O. Box 426  
HAHNVILLE, LA 70057  
Parish of St. Charles  
29th Judicial District Court  
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: THURSDAY, FEBRUARY 9, 2023, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, APRIL 19, 2023, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit: ONE CERTAIN LOT OF GROUND, situated in the Parish of st Charles, Slate of loulslana, In that subdivision thereof known as ORMOND COUNTRY CLUB 1-STA.TIW, SECTION 12, In SQUARE E, bounded by Oakley Drive, Nottaway Drive, Parcel 10-A and Longview Drive. Sald lot Is desig-nated as Lot 13 of SQUARE E, all In accordance with a plan of resubdivision by John F. Marshall, dated January 29, 1988, as revised, approved by the Plan-ning and Zoning Commission on May 11, 1989. According to said plan, said lot commences at a distance of 535.46 feet from the corner of Oakley Drive and Nottaway Drive and measures thence 80 feet front on Oakley Drive, same width inb the rear by a depth of 105 feet between equal and parallel lines. All as more fully shown on survey by J.J. Kreb & Sons, Inc., dated January 2, 1990.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **TWO HUN-DRED NINE THOUSAND ONE HUNDRED FIFTY-NINE AND 75 / 100 (\$209,159.75) 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: March 16, 2023 April 13, 2023**  
**ATTORNEY FOR PLAINTIFF:**  
**Cris Jackson**  
**935 Gravier Street, Suite 1400**  
**New Orleans, LA 70112**  
**504-581-9444**  
**SCSO-CIV-209-0402**



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