

ST. CHARLES PARISH PUBLIC NOTICES



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Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON JULY 6, 2023 AT 6:00 P.M. IN THE COUNCIL CHAMBER OF THE PARISH COURTHOUSE LOCATED AT 15045 RIVER ROAD, HAHNVILLE TO HEAR:

POSTPONED CASES:

2023-4-MIN requested by **Karla & Jose Carbaial** for a resubdivision of one lot into five with a waiver, **312 Canal Street, Luling**, Zoning District R-1A(M), Council District 7.
2022-1-MAJ requested by **Almedia Gardens, LLC** for Preliminary Plat approval of Almedia Gardens, a 188 lot residential subdivision proposed at the terminus of East Club Drive, St. Rose. Zoning District R-1A & C-2. Council District 5.

NEW CASES:

2023-16-HOP requested by **Andre Cavalier** for a home occupation – "Bravo Two Six Tactical, LLC" – at **324 Santa Cruz Court, Luling**, Council District 7.
2023-17-HOP requested by **Lauren Fanguy** for a home occupation – "B + H Salon" – at **131A Michael Drive, Bayou Gauche**, Council District 4.
2023-18-HOP requested by **Tannis Whittaker** for a home occupation – "Celebrations Party Rentals" – at **118 Avery Street, Luling**, Council District 7.
2023-27-HOA requested by **Nicole Lee** for a home occupation – "Hyacinth Boutique" – at **402 Laqattuta Drive, Luling**, Council District 7.
2023-28-HOA requested by **Nicole Lee** for a home occupation – "Nicole Noel" – at **402 Laqattuta Drive, Luling**, Council District 7.
2023-8-MIN requested by **Boyd Kinler, Patti Gassen, Brent Kinler, Trudy Brooks, and Kerry Parlette** for a resubdivision of two lots into two with a waiver, **adjacent to 204 Wanda Street, Luling**, Zoning District R-1A, Council District 7.
2023-3-SPU requested by **Robert and Heidi Lasserre** for an accessory dwelling unit at **102 Cadow Street, Paradis**, Council District 4.
2023-8-R requested by **Conrad Frey for Southern Trucking & Transportation, LLC** for a change of zoning from C-3 to M-1 on two triangular lots consisting of approximately 1.5 and 2 acres and designated a portion of Lots 7, 8, & 9 of the John Lambert Tract, **275 I-310 Service Road, St. Rose**, Council District 5.
2023-9-R requested by **Melanie Johnson** for a change of zoning from C-3 to R-1A(M) on Lot 5, Block C, Boots Subdivision, **429 Good Children Street, Boutte**, Council District 1.

ALTERNATE DATE: 7/13
PUBLISH: 6/22, 6/29, 7/6

Public Notice



ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

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

HVAC Replacement
St. Charles Parish School Board
Harry Hurst Middle School
170 Road Runner Lane
Destrehan, LA 70047

Bids will be received at the **St. Charles Parish School Board, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070** at **2:00 P.M., LOCAL TIME, Tuesday, July 18, 2023**, at which time the bids will be publicly opened and read aloud in the Dufresne Conference Room.

B. BID DOCUMENTS AND DEPOSITS

Complete Bidding Documents which include the proposed Contract Documents may be obtained from **GVA ENGINEERING, L.L.C.; 2615 Edenborn Avenue, Suite C; Metairie, Louisiana 70002 (Phone: 504-780-9330)** upon payment of a deposit of **\$150.00** cash for each set of documents. The deposit or a portion of the deposit is returnable as provided in the Instructions to Bidders. Bidding documents are also available at www.stcharles.k12.la.us under Resources select Online Bids & RFPs.

C. BID SECURITY AND PERFORMANCE AND PAYMENTS BONDS

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

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

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

D. REJECTION OF BIDS

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

E. PRE-BID CONFERENCE

A **PRE-BID CONFERENCE** will be held at **St. Charles Parish School Board Office, Physical Plant Services, 13855 River Road, Luling, LA 70070** on **Tuesday, July 11, 2023, at 2:00 p.m. in the Dufresne Conference Room**. Attendance at this pre-bid conference is **MANDATORY**. After the pre-bid conference meeting, there will be a tour of the project site.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: **Thursday, June 22, 2023**
Thursday, June 29, 2023
Thursday, July 6, 2023

St. Charles Parish Public Schools
Arthur A. Aucoin, President
Dr. Ken Oertling, Superintendent
13855 River Road, Luling, LA 70070

Public Notice

PUBLIC NOTICE

THE ST. CHARLES PARISH SHERIFF HAS ADOPTED HIS 2023-2024 OPERATING BUDGET. THE BUDGET DOCUMENT IS AVAILABLE FOR PUBLIC INSPECTION IN THE BUSINESS OFFICE OF THE SHERIFF, PARISH COURTHOUSE, HAHNVILLE, LA DURING REGULAR OFFICE HOURS MONDAY THROUGH FRIDAY (8:00-4:30).

GREG CHAMPAGNE, SHERIFF
PARISH OF ST. CHARLES

PUBLISH: June 29, 2023

Public Notice

**PUBLIC NOTICE
ST. CHARLES PARISH SCHOOL BOARD
PUBLIC HEARING
ON 2023-2024 BUDGET**

A public hearing on the proposed 2023-2024 fiscal year budget will be held at the St. Charles Parish School Board Office, located at 13855 River Road, Luling, Louisiana 70070 on Wednesday, July 26, 2023 at 6:00 p.m. in the Board Room.

Copies of the proposed budget are available for inspection at the St. Charles Parish School Board Office between the hours of 7:30 a.m. and 4:30 p.m. Monday through Thursday.

Publish: June 29, 2023

Public Notice

SUCCESSION 29TH JUDICIAL DISTRICT COURT
OF PARISH OF ST. CHARLES
JERRY ALLISON MCLEOD STATE OF LOUISIANA
NUMBER: P-13,178 DIV.: "C"

**NOTICE TO SELL MOVABLE OR IMMOVABLE
PROPERTY AT PRIVATE SALE**

Since the Administratrix of the above estate has made application to the court for the sale, at private sale, of the succession's interest in the immovable property described, as follows:

State of Louisiana, Parish of St. Charles
Lot 35, Square 1, Destrehan Heights Subdivision
162 Destrehan Drive, Destrehan, Louisiana 70047

on the following terms and conditions, to-wit: \$100,000 minus usual and customary charges attributable to the Seller.

Notice is now given to all parties whom it may concern, including the heirs and creditors of decedent, and of this estate, be ordered to make any opposition which they have or may have to such application, at any time, prior to the issuance of the order or judgment authorizing, approving and homologating that application and that such order or judgment may be issued after the expiration of seven days, from the date of the last publication of such notice, all in accordance with law.

By order of the court,

BRANDI ETIENNE
DEPUTY CLERK



STATE OF LOUISIANA
PARISH OF ST. CHARLES
I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

BRANDI ETIENNE
CLERK OF COURT

Publish: June 8 & 29, 2023

Public Notice

We are applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **2023 Art Show by Paul Maillard Business & Arts Initiative on Friday, August 18, 2023** at 201 Ellington Ave., Luling, La. 70070 in the Parish of St. Charles.

Alcohol will be served at this event.
The time of the festival:
Friday, August 18, 2023 from 7:00pm - 10:00pm

Publish: June 22 & 29, 2023

Public Notice

Anyone knowing the whereabouts of **Lloyd E. Gagnon, (A/K/A Lloyd Everette Gagnon)**, please contact Attorney Lauren Rogers at 504-468-1100.

Publish: June 29 & July 6, 2023

Public Notice

"Anyone with information as to the whereabouts of any heirs, successors, or assigns, of the **Estate of Keith Daniel Defrisco**, contact Megan M. Richardson, Attorney 985-240-9773. **IMPORTANT RIGHTS INVOLVED!**"

Publish: June 29 & July 6, 2023

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Public Notice

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, JULY 10, 2023, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2023-0152 (6/19/23, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Hill Heights Drainage Improvements, Project No. P190802, to decrease the contract amount by \$116,284.80 and 41 calendar days.

2023-0154 (6/19/23, Jewell, D. deGeneres)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Eustis Engineering, L.L.C., to perform geotechnical services for the Luling Pond Lift Station and Upgrades (Project No. S211204), in the lump sum amount of \$47,900.00.

2023-0153 (6/19/23, Jewell, D. Foret)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Danny J. Hebert, P.E., L.L.C. d.b.a. Civil & Environmental Consulting Engineers, to perform engineering services for the East Bank Bridge Park Improvements (Project No. RECEB123), in the not to exceed amount of \$293,500.00.

2023-0156 (6/19/23, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Volkert, Inc., to perform engineering services for the KCS Canal Drainage Improvements (Project No. P230401), in the not to exceed amount of \$260,348.00.

2023-0157 (6/19/23, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of an Amendment No. 2 to Ordinance No. 19-7-3 which approved the Professional Services Agreement with Picciola & Associates, Inc., to perform engineering services for the Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101), in the not to exceed amount of \$111,500.00.

2023-0158 (6/19/23, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Shread-Kuyrkendall & Associates, Inc., to perform engineering services for the Engineers and Good Hope Canals Pipeline Location Investigation (Project No. P230402), in the lump sum amount of \$112,315.00.

2023-0159 (6/19/23, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Bryant Hammett & Associates, LLC, to perform surveying services for the Texaco Road Survey (Project No. P230601), in the lump sum amount of \$41,640.00.

2023-0160 (6/19/23, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of a Professional Services Agreement with Principal Engineering, Inc., to perform engineering services for a US 61 Canal Improvements Project (Project No. P230602), in the not to exceed amount of \$48,656.25.

2023-0161 (6/19/23, Jewell, D. Foret)

An ordinance approving and authorizing the execution of a contract with TEH Enterprise, LLC, for construction services for the St. Charles Parish West Bank Spray Park (Project No. WBSP2112) and additional parking located at the Edward Dufresne Community Center in the lump sum amount of \$2,200,000.00.

2023-0162 (6/19/23, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of an Amendment No. 1 to Ordinance No. 22-6-9 which approved the Professional Services Agreement with Volkert, Inc., to perform engineering services for the Engineers Canal Pump Station Improvements (Project No. P220206), in the not to exceed amount of \$716,508.00.

2023-0163 (6/19/23, Jewell, M. Bingham)

An ordinance approving and authorizing the execution of Amendment No. 3 with Principal Engineering, Inc., to perform design services for the East Bank Master Drainage Plan (Project No. P200601), in the amount not to exceed \$569,737.50.

2023-0164 (6/19/23, Jewell, G. Dussom)

An ordinance to amend the 2023 Consolidated Operating and Capital Budget, Amendment No. 1, to add revenues and transfers totaling \$32,441,531 an addition of accumulated fund balance of \$25,228,515 and expenditures, including transfers, totaling \$56,374,813 for all Governmental Funds for the purpose of adjusting beginning 2023 fund balances across all funds to match ending 2022 Final Budget balances and to re-apply various construction, architectural/engineering, and other fees unexpended in 2022 for Parish projects that were not completed during 2022 and apply them to 2023.

**PUBLISH: June 22, 29, 2023
July 6, 2023**

Public Notice

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF JUNE 5, 2023, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



St. Charles Parish

Meeting Minutes

Parish Council

Final

Council Chairman Beth A. Billings
Councilmembers Holly Fonseca, La Sandra Darenbourg Gordon,
Mary K. Clulee, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock,
Bob Fisher, Julia Fisher-Cormier

St. Charles Parish
Courthouse
15045 Highway 13
P.O. Box 902
Hahnville, LA 70057
985-783-5000
www.stcharlesparish.gov

Monday, June 5, 2023 6:00 PM Council Chambers, Courthouse

ATTENDANCE

Present: 8 - Holly Fonseca, La Sandra Darenbourg Gordon, Mary K. Clulee, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock, Bob Fisher, and Julia Fisher-Cormier
Absent: 1 - Beth A. Billings

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Chief Operations Officer Darin Oubre, Executive Director of Technology and Cybersecurity Anthony Ayo, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussom, Emergency Preparedness Director Jason Tastel, Public Works Director Miles Bingham, Wastewater Director David deGeneres, Planning & Zoning Director Michael Albert, General Government Buildings Facilities Manager Bob Messery, Blaine Fauchoux, Public Information Office, Dawn Hodson, Legal Services Department, Jim Polk, Emergency Preparedness Department

CALL TO ORDER

Meeting called to order at 6:05 pm by Vice-Chairman Dick Gibbs (Acting Chairman); due to technical difficulties a 5 minute delay in the commencement of meeting occurred.

PRAYER / PLEDGE

Reverend Carvin Smith
Philadelphia Baptist Church, Hahnville

APPROVAL OF MINUTES

A motion was made by Councilmember Fisher, seconded by Councilmember Darenbourg Gordon, to approve the minutes from the regular meeting of May 22, 2023. The motion carried by the following vote:

Yea: 8 - Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Billings

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2023-0131

Proclamation: "Alzheimer's and Brain Awareness Month"

Sponsors: Mr. Jewell

Read

2023-0132

Proclamation: "World Elder Abuse Awareness Day"

Sponsors: Mr. Jewell

Read

2023-0133

Proclamation: "Juneteenth Day of Observance in St. Charles Parish"

Sponsors: Ms. Bellock and Ms. Darenbourg Gordon

Read

2023-0134

A resolution ordering and calling a special election to be held in the Parish of St. Charles, State of Louisiana, to authorize the renewal of a special tax (ARC) therein; making application to the State Bond Commission and providing for other matters in connection therewith.

Sponsors: Mr. Jewell and Bond Counsel

Reported:

Bond Counsel Recommended: Approval
Mr. Jason Akers, representing Foley & Judell, LLP, spoke on the matter.
Ms. Victoria Bryant, Arc of St. Charles Executive Director, spoke on the matter.
Mr. Jeffrey Kuo, Ad-Hoc Member, Arc of St. Charles Board of Directors, spoke on the matter.
Mr. Pernell Pellegriin, Audit Partner of Martin & Pellegriin Group, spoke on the matter.

Public comment opened; no public comment.

Council Discussion

Ms. Bryant spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Billings

Enactment No. 6698

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2023-0135

Department of Emergency Preparedness and Hurricane Preparedness

Emergency Preparedness Director Jason Tastel reported:

Councilwoman Fonseca spoke on the matter.

Mr. Tastel spoke on the matter.

Councilwoman Darenbourg Gordon spoke on the matter.

Acting Chairman Gibbs spoke on the matter.

Reported

2023-0136

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell reported:

Councilwoman Fonseca spoke on the matter.

President Jewell spoke on the matter.

Councilwoman Darenbourg Gordon spoke on the matter.

Councilman Fisher spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BILLINGS AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, JUNE 19, 2023, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2023-0115

An ordinance to provide for amendments of the St. Charles Parish Home Rule Charter, Article III, Sections A. 2. and B. 2., to adjust the annual salaries of the St. Charles Parish Council and Parish President as well as provide for submission of the proposed amendments to the qualified electors of the Parish of St. Charles.

Sponsors: Ms. Fonseca, Ms. Billings, Mr. Darenbourg Gordon, Ms. Clulee, Mr. Gibbs and Mr. Fisher

Publish/Scheduled for Public Hearing to the Parish Council on June 19, 2023

2023-0140

An ordinance approving and authorizing the execution of a Contract with Barriere Construction Co., LLC for Road Maintenance 2022-23 (Project No. P220501) in the amount of \$2,499,902.45.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on June 19, 2023

2023-0141

An ordinance approving and authorizing the execution of a Contract with Sealevel Construction, Inc., for Destrehan Pump Station (P.S.) No. 2

Conveyance Improvements (Project No. P181101), in the amount of \$9,190,897.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on June 19, 2023

2023-0142

An ordinance approving and authorizing the execution of a Professional Services Agreement with Fairway Consulting and Engineering, LLC, to perform engineering services for the River Oaks Lift Station Replacement (Project No. S230501), in the amount not to exceed \$191,000.00.

Sponsors: Mr. Jewell and Department of Wastewater

Publish/Scheduled for Public Hearing to the Parish Council on June 19, 2023

2023-0143

An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101), in the not to exceed amount of \$66,000.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on June 19, 2023

PLANNING AND ZONING PETITIONS

2023-0126

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from M-2 to M-1 on Lots 12, 13, 14, 15, 16, 17, 18, & 19, Esperanza Business Park Phase 2, as shown on the Final Plan Esperanza Business Park Phase 2 by Stephen P. Flynn, PLS dated April 8, 2020, Deputy Jeff G. Watson Drive, Luling, as requested by Debra Dufresne Vial for Esperanza Land, LLC & Hank Tatje for T Times 4, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:
P & Z Department Recommended: Approval
Planning Commission Recommended: Approval
Planning & Zoning Director Michael Albert spoke on the matter.

Speakers:
Ms. Debra Dufresne Vial, Luling, representing Esperanza Land, LLC

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Billings

Enactment No: 23-6-1

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2023-0122

An ordinance approving and authorizing the execution of Change Order No. 2 - Final for Parish Project No. S170601, Luling Oxidation Pond Rehabilitation and Upgrades, to increase the contract amount by \$261,760.15.

Sponsors: Mr. Jewell and Department of Wastewater

Reported:
Wastewater Department Recommended: Approval
Wastewater Director David deGeneres spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion
Mr. deGeneres spoke on this matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Billings

Enactment No: 23-6-2

2023-0124

An ordinance approving and authorizing the execution of an Agreement by and between Diamond Green Diesel, LLC, St. Charles Parish, St. Charles Parish School Board, St. Charles Parish Law Enforcement District, St. Charles Parish Assessment District, Hospital Service District No. 1 of the Parish of St. Charles, Louisiana, and Pontchartrain Levee District to support the expansion of Foreign Trade Subzone 124 A to include Diamond Green Diesel operations at the IMTT Terminal in St. Rose, Louisiana.

Sponsors: Mr. Jewell

Reported:
Parish President Recommended: Approval
Parish President Matthew Jewell spoke on the matter.

President Jewell invited Mr. Adam Keyes, Valeris, to be podium to speak on the matter. Mr. Keyes spoke on the matter.

Public Hearing Requirements Satisfied

Councilman Fisher stated his reason for abstaining.

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock and Fisher-Cormier

Nay: 0

Abstain: 1 - Fisher

Absent: 1 - Billings

Enactment No: 23-6-3

2023-0127

An ordinance approving and authorizing the execution of Change Order No. 1 for SCP E. Dufresne Community Center Ida & Window Repairs, (Project No. EDCC 0322), to increase the contract amount by \$82,465.00 and increase the contract time by 9 days.

Sponsors: Mr. Jewell and General Government Buildings

Reported:
General Government Buildings Recommended: Approval
Chief Operations Officer Darin Duhe spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion
Mr. Duhe spoke on the matter.
Mr. Duhe invited Ms. Elana Anderson, Meyer Engineers, LTD to the podium to speak on the matter.
Ms. Anderson spoke on the matter.
Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Billings

Enactment No: 23-6-4

2023-0128

An ordinance approving and authorizing the execution of Change Order No. 1 for St. Charles Parish West Bank Library Hurricane Ida Repairs, (Project No. LR211105), to increase the contract amount by \$41,721.00 and increase the contract time by 76 days.

Sponsors: Mr. Jewell and General Government Buildings

Reported:
General Government Buildings Recommended: Approval
Chief Operations Officer Darin Duhe spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion
Mr. Duhe spoke on the matter.
Mr. Duhe invited Mr. Michael Tabb, Murray Architects to the podium to speak on the matter.
Mr. Tabb spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Billings

Enactment No: 23-6-5

2023-0129

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 8, Elections, Section 8-2, Visible Voting Precinct Boundaries and Polling Places, to merge voting precincts.

Sponsors: Ms. Billings, Ms. Fonseca, Ms. Darenbourg Gordon, Ms. Clulee, Mr. Gibbs, Mr. Dufrene, Ms. Bellock, Mr. Fisher and Ms. Fisher-Cormier

Reported:
St. Charles Parish Council Recommended: Approval
Acting Chairman Gibbs invited Mr. Josh Manning, representing South Central Planning & Development Commission to the podium to speak on the matter.
Mr. Manning spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Billings

Enactment No: 23-6-6

2023-0130

An ordinance approving and authorizing the execution of a Contract with Command Construction, LLC, for Barber Road Bank Stabilization (Project No. P210702) in the amount of \$2,880,543.00.

Sponsors: Mr. Jewell and Department of Public Works

Reported:
Public Works Department Recommended: Approval
Public Works Director Miles Bingham spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion
Parish President Matthew Jewell spoke on the matter.
Mr. Bingham spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Billings

Enactment No: 23-6-7

PERSONS TO ADDRESS THE COUNCIL

2023-0139

Mr. Russell Diggs, Sr.: Planning and Zoning Code Enforcement
Heard

RESOLUTIONS

2023-0137

A resolution approving and authorizing the execution of a Federally Funded Agreement with the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness for funding in the amount of \$5,350,985.16 to elevate 30 residential flood prone structures to prevent further damages and reduce NFIP claims.

Sponsors: Mr. Jewell and Grants Office

Reported:
Grants Office Recommended: Approval
Grants Officer Carla Chasson spoke on the matter.

Public comment opened
Mr. Walter Pflie, Destrehan

Council Discussion
Ms. Chasson spoke on the matter.
Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Billings

Enactment No: 8699

2023-0138

Mr. Russell Diggs, Sr.: Planning and Zoning Code Enforcement
Due to technical difficulties during Persons to Address the Council, Acting Chairman Gibbs invited Mr. Russell Diggs Sr., back to the podium.

Councilwoman Darenbourg Gordon spoke on the matter.
Councilwoman Darenbourg Gordon invited Planning & Zoning Director Michael Albert to podium to speak on the matter.
Mr. Albert spoke on the matter.
Councilwoman Darenbourg Gordon spoke on the matter.
Mr. Diggs spoke on the matter.
Parish President Matthew Jewell spoke on the matter.
Councilwoman Clulee spoke on the matter.
Councilwoman Bellock spoke on the matter.
Legal Services Director Corey Cubie spoke on the matter.
Councilwoman Fisher-Cormier spoke on the matter.

Discussed.

2023-0138

A resolution approving and authorizing the execution of a Cooperative Endeavor Agreement between the State of Louisiana Division of Administration Office of Community Development and St. Charles Parish regarding the allocation of Community Development Block Grant Disaster Recovery Program funding as a result of Year 2021 Ida & May Storms.

Sponsors: Mr. Jewell and Grants Office

Reported:
Grants Office Recommended: Approval
Grants Officer Carla Chasson spoke on the matter.

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Billings

Enactment No: 6700

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2023-0120

A resolution appointing the St. Charles Herald-Guide as Official Journal to serve the Parish Council of St. Charles Parish for the period June 2023 through June 2024.

The Parish Council Office received sealed bid from the St. Charles Herald-Guide on May 31, 2023.
Acting Chairman Gibbs opened and read the bid.

Public comment opened; no public comment

VOTE ON THE APPOINTMENT OF THE ST. CHARLES HERALD-GUIDE

Yea: 8 - Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Billings

Enactment No: 6701

ADJOURNMENT

A motion was made by Councilmember Fisher, seconded by Councilmember Bellock, to adjourn the meeting at approximately 8:23 pm. The motion carried by the following vote:

Yea: 8 - Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Billings

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Michelle Impastato
Michelle Impastato
Council Secretary

Public Notice

THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, JUNE 19, 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.

2023-0115

INTRODUCED BY: HOLLY FONSECA, COUNCILWOMAN-AT-LARGE, DIVISION B
BETH A. BILLINGS, COUNCILWOMAN-AT-LARGE, DIVISION A
LA SANDRA DARENSBOURG GORDON, COUNCILWOMAN, DISTRICT I
MARY K. CLULEE, COUNCILWOMAN, DISTRICT II
DICK GIBBS, COUNCILMAN, DISTRICT III
BOB FISHER, COUNCILMAN, DISTRICT VI

ORDINANCE NO. 23-6-8

An ordinance to provide for amendments of the St. Charles Parish Home Rule Charter, Article III, Sections A. 2. and B. 2., to adjust the annual salaries of the St. Charles Parish Council and Parish President as well as provide for submission of the proposed amendments to the qualified electors of the Parish of St. Charles.

WHEREAS, the Parish Council is the Governing Authority and the Parish President is the Chief Executive Officer of St. Charles Parish, with a Consolidated Budget of over 293 million dollars in expenditures and 532 employees in 2023; and,

WHEREAS, the Home Rule Charter, adopted by voters in 1977, set Parish Council salaries at \$7,200.00 per year for District Council Members and \$9,600.00 per year for At Large Council Members, and set the Parish President's salary at \$30,000.00 per year; and,

WHEREAS, the Home Rule Charter was last amended more than 35 years ago in 1987, to limit Parish Council salary increases and to no more than ten (10%) percent over any four year period and the Parish President's salary increases to no more than three and one-half (3.5%) percent in any one year, not exceed ten (10%) percent over any four year period; and,

WHEREAS, only 30% of Louisiana parishes' populations are greater than St. Charles Parish's population, yet Council members or Police Jurors in 71% and 53% of Louisiana parishes receive a higher salary than St. Charles Parish District and At Large Council members, respectively; and,

WHEREAS, the Parish President is currently the lowest paid full-time parish wide elected official with the largest number of employees and largest financial and operational responsibilities; and,

WHEREAS, Article III, Section A. 2. of the Home Rule Charter provides that the salary of the Parish Council members cannot be increased more than ten (10%) percent over any four year period and Section B. 2. provides that the salary of the Parish President cannot be increased more than three and one-half (3.5%) percent in any one year and must not exceed more than ten (10%) percent over any four year period; and,

WHEREAS, it is in the best interest of St. Charles Parish that the annual salaries of the Parish Council and Parish President be set at a rate which is more in line with their peers and the responsibilities of their respective offices; and,

WHEREAS, in order to address this inequity amendments to the Home Rule Charter are required; and,

WHEREAS, the St. Charles Parish Legislative Committee held a public meeting on May 22, 2023, to review proposed amendment options; and,

WHEREAS, it is the desire of the Parish Council and Parish President to present the amendment proposals to the electorate of St. Charles Parish on the next regularly scheduled election date, October 14, 2023.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the following amendment proposals shall be presented to the electorate of St. Charles Parish on the next regularly scheduled election date, October 14, 2023, to amend the St. Charles Parish Home Rule Charter, effective January 8, 2024.

SECTION II. That the St. Charles Parish Council shall adopt forthwith a resolution calling an election for the purpose of presenting the following propositions.

CHARTER AMENDMENT PROPOSITIONS

Proposition 1 Shall Article III, Section A.2 of the St. Charles Parish Home Rule Charter be amended to read:

2. Salary

The members of the parish council elected at large shall receive an annual salary of \$24,000.00 and the members elected by districts shall receive an annual salary of \$19,200.00, effective January 8, 2024. The annual salaries of the parish council, as established herein, shall be adjusted by the same percentage rate as the cost of living adjustment approved for civil service employees in 2025 and each succeeding year thereafter. Each member shall receive his actual and necessary expenses incurred in the performance of his duties, within limitations established by the parish council.

Proposition 2 Shall Article III, Section B.2 of the St. Charles Parish Home Rule Charter be amended to read:

2. Salary

The annual salary of the parish president shall be fixed at \$175,000.00, effective January 8, 2024, and may be increased by ordinance of the parish council, provided that an ordinance increasing the president's salary shall not be passed during the last year of a term and no salary increase shall become effective during the term in which the ordinance is adopted. The parish president shall be eligible for all benefits available to full-time employees of the Parish.

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, FISHER, DUFRENE, FISHER-CORMIER
NAYS: BELLOCK
ABSENT: BELLOCK

And the ordinance was declared adopted this 19th day of June, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth A. Billings
SECRETARY: Michelle Dupre

2023-0140

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

ORDINANCE NO. 23-6-9

An ordinance approving and authorizing the execution of a Contract with Barriere Construction Co., LLC for Road Maintenance 2022-23 (Project No. P220501) in the amount of \$2,499,902.45.

WHEREAS, Ordinance No. 22-7-2 adopted on July 5, 2022, by the St. Charles Parish Council approved and authorized the execution of a Professional Services Agreement with Digital Engineering & Imaging, Inc., to perform planning services for the Road Maintenance 2022-23 (Project No. P220501) in the not to exceed amount of \$316,728.72; and,

WHEREAS, sealed bids were received by St. Charles Parish on May 23, 2023, Road Maintenance 2022-23 (Project No. P220501); and,

WHEREAS, Digital Engineering & Imaging, Inc. has reviewed the bids and recommends that the contract be awarded to the lowest responsive and responsible bidder, Barriere Construction Co., LLC, in the amount of \$2,499,902.45.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Barriere Construction Co., LLC for the construction of Road Maintenance 2022-23 (Project No. P220501) is hereby approved and accepted in the amount of \$2,499,902.45.

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

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

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

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

And the ordinance was declared adopted this 19th day of June, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth A. Billings
SECRETARY: Michelle Dupre
DLVD/PARISH PRESIDENT: June 19, 2023
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RET/SECRETARY: June 20, 2023
AT: 3:48 pm REC'D BY: [Signature]

SECTION 00500

CONTRACT

This agreement entered into this _____ day of _____, 20____, by Barriere Construction Co. LLC, hereinafter called the "Contractor", whose business address is P.O. Box 1576 (1268 LA-3127) Boute, LA 70039, and the St. Charles Parish, hereinafter called the "Owner".

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

ARTICLE 1

STATEMENT OF WORK

1.01 Contractor shall furnish all labor and materials and perform the work required to build, construct and complete in a thorough and workmanlike manner in connection with the following:

Project Name: Road Maintenance 2022-23 Project Number: P220501

1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Digital Engineering & Imaging, Inc., located at 527 W. Esplanade Ave, Suite 200, Kenner, LA 70065

1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated April 19, 2023, Addenda number(s) 1, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties hereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

1.04 The Work is generally described as follows: repair and/or overlay of existing asphalt streets.

ARTICLE 2

ENGINEER

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

ARTICLE 3

CONTRACT TIME

3.01 The Contractor shall complete the Work under the Contract within 90 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner five hundred dollars \$500 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:

a) (\$ 2,499,902.45) Two Million Four Hundred Ninety-Nine Thousand Nine Hundred Two Dollars and Forty-Five Cents based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.

6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.

6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:

a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.

6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.

6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.

6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.

6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.

7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the

Information Available To Bidders and as provided in the General Conditions.

SECTION 00500

CONTRACT

7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

This agreement entered into this _____ day of _____, 2023, by Sealevel Construction, Inc., hereinafter called the "Contractor", whose business address is _____ P.O. Box 1037, Thibodaux, LA 70302, and the St. Charles Parish, hereinafter called the "Owner".

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

ARTICLE 8

CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
a) Contract (Section 00500)
b) Performance Bond (Section 00611)
c) Payment Bond (Section 00610)
d) Insurance Certificates
e) Advertisement for Bids (Section 00010)
f) Louisiana Uniform Public Works Bid Form (Section 00300)
g) Addenda (Number 1 inclusive)
h) Contract documents bearing the general title " Road Maintenance 2022-23 " dated April 19, 2023.
i) Drawings, consisting of a cover sheet dated N/A and the sheets listed on Drawing N/A; each sheet bearing the following general title: Road Maintenance 2022-23.
j) General Conditions (Section 00700)
k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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

ARTICLE 9

MISCELLANEOUS

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

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

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

2023-0141
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 23-6-10
An ordinance approving and authorizing the execution of a Contract with Sealevel Construction, Inc., for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101), in the amount of \$9,190,697.00.

WHEREAS, a Professional Services Agreement was fully executed November 1, 2018, between St. Charles Parish and Picciola & Associates, Inc., to complete a conceptual study for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101), in the not to exceed amount of \$15,918.00; and,

WHEREAS, Ordinance No. 19-7-3 adopted July 1, 2019, by the St. Charles Parish Council approved and authorized the execution of a professional services multi-phase project agreement with Picciola & Associates, Inc., to perform professional design services for Destrehan Pump Station (P.S.) No. 2 (Conveyance Improvements) (P181101), in the amount not to exceed \$183,375.00; and,

WHEREAS, Ordinance No. 20-7-13 adopted July 27, 2020, by the St. Charles Parish Council approved and authorized the execution of Amendment No.1 to the professional services agreement with Picciola & Associates, Inc., to include additional design work due to scope changes for Destrehan Pump Station (P.S.) No. 2 (Conveyance Improvements) (P181101), in the amount not to exceed \$54,927.00, increasing the total not to exceed design fee to \$238,302.00; and,

WHEREAS, sealed bids were received by St. Charles Parish on May 9, 2023, for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101); and,

WHEREAS, Picciola & Associates, Inc. has reviewed the bids and recommends that the contract be awarded to the lowest responsive and responsible bidder, Sealevel Construction, Inc., in the amount of \$9,190,697.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the bid of Sealevel Construction, Inc., for the construction of Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101) is hereby approved and accepted in the amount of \$9,190,697.00.

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

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

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

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

And the ordinance was declared adopted this 19th day of June, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: June 20, 2023
APPROVED: [Signature] DISAPPROVED:

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: June 20, 2023
AT: 3:48 PM RECD BY: [Signature]

ARTICLE 1

STATEMENT OF WORK

- 1.01 Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:
Project Name: Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements
Project Number: P181101
1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Picciola & Associates, Inc. located at 115 Picciola Parkway (P.O. Box 687), Cut Off, LA 70345.
1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated March 17, 2023, Addenda number(s) 1, 2, & 3, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties hereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.
1.04 The Work is generally described as follows: Increased 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 Dumelith Canal to increase the basin cross sectional area. Refer to Plans and Specifications for complete scope and details.

ARTICLE 2

ENGINEER

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

ARTICLE 3

CONTRACT TIME

- 3.01 The Contractor shall complete all of the Work under the Contract within 240 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner One Thousand dollars \$1,000.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
a) (\$9,190,697.00) Nine million one hundred ninety thousand six hundred ninety-seven Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.
6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.
6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.

- 7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 8

CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
 - a) Contract (Section 00500)
 - b) Performance Bond (Section 00611)
 - c) Payment Bond (Section 00610)
 - d) Insurance Certificates
 - e) Advertisement for Bids (Section 00010)
 - f) Louisiana Uniform Public Works Bid Form (Section 00300)
 - g) Addenda (Numbers One to Three inclusive)
 - h) Contract documents bearing the general title "Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements" dated March 17, 2023.
 - i) Drawings, consisting of a cover sheet dated March 17, 2023, and the sheets listed on Drawing Sheet 1 of 17; each sheet bearing the following general title: Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements Project No. P181101.
 - j) General Conditions (Section 00700)
 - k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

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

ARTICLE 9

MISCELLANEOUS

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

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

OWNER: Parish of St. Charles	CONTRACTOR: Sealevel Construction, Inc.
By: _____	By: _____
Title: _____	Title: _____
ATTEST:	ATTEST:
By: _____	By: _____
Title: _____	Title: _____

2023-0142
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF WASTEWATER)
ORDINANCE NO. 23-6-11

An ordinance approving and authorizing the execution of a Professional Services Agreement with Fairway Consulting and Engineering, LLC, to perform engineering services for the River Oaks Lift Station Replacement (Project No. S230501), in the amount not to exceed \$191,000.00.

WHEREAS, the River Oaks Street Lift Station is an older station showing irreparable damage to the well and the difficulty in obtaining parts; and,
WHEREAS, St. Charles Parish wishes to replace the existing station with a new station to address these issues; and,
WHEREAS, the Professional Services Agreement between St. Charles Parish and Fairway Consulting and Engineering, LLC describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Professional Services Agreement between St. Charles Parish and Fairway Consulting and Engineering, LLC, to perform engineering services as required by the Department of Wastewater for River Oaks Lift Station Replacement (Project No. S230501), in the amount not to exceed \$191,000.00 is hereby approved and accepted.

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

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

And the ordinance was declared adopted this 19th day of June, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
 SECRETARY: [Signature]
 DLVD/PARISH PRESIDENT: June 20, 2023
 APPROVED: [Signature] DISAPPROVED: _____
 PARISH PRESIDENT: [Signature]
 RETD/SECRETARY: June 20, 2023
 AT: 3:48 pm RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____ day of _____, 2023 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and FAIRWAY CONSULTING AND ENGINEERING, LLC, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part

hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for RIVER OAKS LIFT STATION REPLACEMENT Project No. S230501 as described in Ordinance No. 23-6-11 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

RIVER OAKS LIFT STATION REPLACEMENT
 Project No. S230501

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

3.0 SERVICES OF CONSULTANT

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

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

7.0 NOTICE TO PROCEED

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

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

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

8.0 PAYMENTS

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

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

9.0 BUDGET LIMITATIONS

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing. If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person; \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of,

resulting from or by any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

14.0 WARRANTY

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

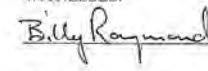
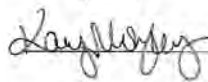
CONSULTANT further agrees to comply with federal and state laws.

17.0 OTHER

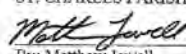
This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both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

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

WITNESSES:

ST. CHARLES PARISH


By: Matthew Jewell
Parish President

6-20-23

Date:

WITNESSES:

FAIRWAY CONSULTING AND ENGINEERING, LLC

By: John Catalanotto, PE, PMP
President

Date:

**ATTACHMENT "A"
PROJECT SCOPE**

RIVER OAKS LIFT STATION REPLACEMENT
Project No. (S230501)

The Scope of Work is as follows:

Replacement of the River Oaks Lift Station located in Destrehan, by removing the existing dry well and constructing a new submersible lift station and valve pit. The existing lift station is located within the road right of way of the 400 block of River Oaks Drive, approximately 980 feet northeast of the intersection of Eve Street and River Oaks Drive.

PART I - BASIC SERVICES

A. PRELIMINARY DESIGN PHASE

Upon written authorization from OWNER, CONSULTANT shall:

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

B. FINAL DESIGN PHASE

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

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

C. BID PHASE

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

- a. Assist OWNER in advertising for and obtaining bids or proposals for the Work, assist OWNER in issuing assembled design, contract, and bidding-related documents to prospective CONTRACTORS, and, where applicable, maintain a

record of prospective CONTRACTORS to which documents have been issued, pre-bid conferences, if any, and receive and process CONTRACTOR deposits or charges for the issued documents.

- b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- c. Consult with OWNER as to the qualifications of prospective CONTRACTORS. Consult with OWNER as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective CONTRACTORS, for those portions of the Work as to which review of qualifications is required by the issued documents.
- d. If the issued documents require, CONSULTANT shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective CONTRACTORS.
- e. Attend the bid opening, prepare bid tabulation sheets and recommendation of award to meet OWNER's schedule, and assist OWNER in evaluating bids or proposals, assemble final contracts for the Work for execution by OWNER and CONTRACTOR, and in issuing notices of award of such contracts.
- f. The Bid Phase will be considered complete upon commencement of the Construction Phase.

D. CONSTRUCTION PHASE

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

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

PART 2 – ADDITIONAL SERVICES

A. SURVEY

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

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

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

Data Collection and Processing:

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

Project Control:

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

Survey Data Deliverables:

1. A complete survey package as described below must be submitted by assembling all the appropriate electronic information used to conduct the survey. These documents should indicate the following (where applicable) for project control monuments:
 - a. Designation - the "name" of the mark used.
 - b. CORS Identifier - the mark is either a Continuously Operational Reference Station (CORS) or is associated with one.
 - c. PID - Permanent Identifier
 - d. GEOID - Geoid model used (ex. 12B)
 - e. Epoch - ex. 2010

f. Latitude/Longitude – X,Y; Northing/Easting; State Plane Louisiana South FIPS1702 (Feet)

g. Orthometric Height – Z (Feet)

h. Horizontal Datum – ex. coordinates in North American Datum (NAD 1983)

i. Vertical Datum – ex. North American Vertical Datum (NAVD 88) elevation (if measured)

j. Horizontal and vertical accuracy

k. Units

l. Scale factor

B. GEOTECHNICAL INVESTIGATION

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

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

C. PERMITTING

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

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

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

D. RESIDENT PROJECT REPRESENTATIVE (RPR)

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

The duties and responsibilities of the RPR are as follows:

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

ATTACHMENT "B" PROJECT SCHEDULE

RIVER OAKS LIFT STATION REPLACEMENT
Project No. (S230501)

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

	<u>Number of Days to Complete</u>
Preliminary Design Phase	30
Final Design Phase	60
Bid Phase	45
Construction Phase	270

Time for Completion

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

ATTACHMENT "C"
PROJECT COMPENSATION

RIVER OAKS LIFT STATION REPLACEMENT
Project No. (S230501)

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

- a. The total compensation for basic services as described in Attachment A is estimated to be \$63,000.00 based on the following estimated distribution of compensation:

1. Preliminary Design Phase (30%)	\$18,900.00
2. Final Design Phase (40%)	\$25,200.00
3. Bid Phase (5%)	\$3,150.00
4. Construction Phase (25%)	\$15,750.00
- b. CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.
- d. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.
- e. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

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

- a. Surveying \$11,500.00
- b. Geotechnical Investigation \$11,500.00
- c. Permitting \$5,000.00

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

1. Resident Project Representative Services: For services of CONSULTANT's Resident Project Representative, if requested, as outlined in Part 2.D of Attachment A, a total amount of \$100,000.00, at the hourly rate as listed in Attachment C-1.
2. Resident Project Representative Schedule: The total amount set forth above is based on full-time RPR services on an eight-hour workday Monday through Friday over a 270-day construction schedule.

Attachment C-1

Rate Table

Personnel	Rate
Principal/Senior Project Manager	\$ 210.00
Project Manager	\$ 190.00
Senior Engineer/Professional Support	\$ 175.00
Associate Engineer/Professional Support	\$ 150.00
Engineer Intern/Senior CAD Designer	\$ 125.00
Senior Resident Inspector	\$ 115.00
Associate Resident Inspector	\$ 95.00
Intern	\$ 85.00
Resident Inspector	\$ 75.00
Associate CAD Designer/Administration	\$ 75.00
Subconsultants	Cost + 10%
Other Direct Cost (reproduction, lodging and subsistence, mileage, etc.)	Cost

Parish and Alpha Testing and Inspection, Inc. for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101) in the not to exceed amount of \$66,000.00 is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 19th day of June, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Bob Billings*
SECRETARY: *Michelle Duprat*
DLVD/PARISH PRESIDENT: *June 20, 2023*
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: *Matthew Jewell*
RET/SECRETARY: *June 20, 2023*
AT: 3:48 pm RECD BY: _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____ day of _____, 2023 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and ALPHA TESTING AND INSPECTION, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for DESTREHAN PUMP STATION (P.S.) NO. 2 CONVEYANCE IMPROVEMENTS Project No. P181101 as described in Ordinance No. 23-1-12, which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

DESTREHAN PUMP STATION (P.S.) NO. 2 CONVEYANCE IMPROVEMENTS
Project No. P181101

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

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

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

3.0 SERVICES OF CONSULTANT

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

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

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

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

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

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

4.0 OWNERSHIP OF DOCUMENTS

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

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

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

4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications

2023-0143
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 23-6-12
An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101), in the not to exceed amount of \$66,000.00.

WHEREAS, a Professional Services Agreement was fully executed November 1, 2018, between St. Charles Parish and Picciola & Associates, Inc., to complete a conceptual study for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101), in the not to exceed amount of \$15,918.00; and,

WHEREAS, Ordinance No. 19-7-3 adopted July 1, 2019, by the St. Charles Parish Council approved and authorized the execution of a professional service multi-phase project agreement with Picciola & Associates, Inc. to perform professional design services for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (P181101), in the amount not to exceed \$183,375.00; and,

WHEREAS, Ordinance No. 20-7-13 adopted July 27, 2020, by the St. Charles Parish Council approved and authorized the execution of Amendment No.1 to the professional services agreement with Picciola & Associates, Inc., to include additional design work due to scope changes for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (P181101), in the amount not to exceed \$54,927.00, increasing the total not to exceed design fee to \$238,302.00; and,

WHEREAS, on June 19, 2023, St. Charles Parish Council will consider File No. 2023-0141 to approve and authorize the execution of a contract with Sealevel Construction, Inc., for Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements (Project No. P181101), in the amount of \$9,190,697.00; and,

WHEREAS, the Parish desires to test for vibrations during sheet pile installation at the Destrehan Pump Station (P.S.) No. 2 Conveyance Improvements project site; and,

WHEREAS, testing services will also consists of any soils and concrete testing (field and laboratory) necessary to verify backfill and concrete pours are adequate; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Alpha Testing and Inspection, Inc., describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles

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

6.0 DEFECTIVE WORK

During such visits and on the basis of such observations, Consultant may disapprove or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

7.0 NOTICE TO PROCEED

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

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

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

8.0 PAYMENTS

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

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

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

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

8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.

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

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

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

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

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

9.0 BUDGET LIMITATIONS

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

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

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

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

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

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

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

12.0 INSURANCE

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

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

12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.

12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.

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

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

12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-RS. 23:1061.

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

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

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

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

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with federal and state laws.

17.0 OTHER

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

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

WITNESSES:

Billy Raymond
Larry Manley

ST. CHARLES PARISH

Matthew Jewell
By: Matthew Jewell
Parish President

6-20-23
Date:

WITNESSES:

ALPHA TESTING AND INSPECTION, INC.

By: Michael A. Devillier
President

Date:

ATTACHMENT "A" PROJECT SCOPE

DESTREHAN PUMP STATION (P.S.) NO. 2 CONVEYANCE IMPROVEMENTS
Project No. (P181101)

The Scope of Work is as follows:

Perform vibration monitoring services at the construction site of the new sheet pile wall along Dumleith drainage canal and the existing sump of Destrehan Pump Station No. 2. Consultant is to document vibrations recorded during sheet pile installation. Consultant shall monitor vibrations near the existing residential structures along the project route. Soils and concrete testing both field and laboratory shall be documented to ensure backfill and poured concrete meet project specifications.

ATTACHMENT "B" PROJECT SCHEDULE

DESTREHAN PUMP STATION (P.S.) NO. 2 CONVEYANCE IMPROVEMENTS
Project No. (P181101)

The CONSULTANT shall complete vibration monitoring during the entire duration of sheet pile installation. The sheet pile installation may take up to two months to complete. Soils and concrete testing shall be conducted as necessary throughout the entire duration of the construction project, based on the contractor's schedule.

ATTACHMENT "C" PROJECT COMPENSATION

DESTREHAN PUMP STATION (P.S.) NO. 2 CONVEYANCE IMPROVEMENTS
Project No. (P181101)

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

- The total compensation for vibration monitoring and soil testing services as described in Attachment A is estimated to be \$66,000.00.
- The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class.
- The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit.
- CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

Attachment C-1

ALPHA TESTING AND INSPECTION, INC.

338 HIGHWAY 5160, HAHNVILLE, LOUISIANA 70057 TEL: 985-983-0771 FAX: 985-783-0774

May 19, 2023

St. Charles Public Works
100 River Oaks Drive
Destrehan, LA 70047
Attn: Ms. Andre Ford

Re: Destrehan Pump Station
St. Charles Parish, LA

To Whom it May Concern:

We submit, herewith, our schedule of fees covering testing laboratory services on the above referenced project.

1. Logging the Driving of Foundation Piling:

Services of inspector to witness driving and prepare log.
Rate Per Day \$ 525.00

2. Vibration Monitoring

A.) Services of technician and equipment to monitor vibrations
From construction activities, Rate Per Day \$ 525.00
B.) Additional Unit, Rate/Day \$ 75.00

3. Concrete Testing and Inspection:

A.) Placement of ACI Certified Technician at source of supply
or jobsite during concrete operations, Also, pick up concrete
Compression test specimens, Rate/Hour \$ 50.00
B.) Curing and testing of concrete cylinders in Connection
with control, Rate/Each \$ 18.00

4. Soil Testing - Laboratory:

A.) Soil Classification, Each \$ 75.00
B.) Sieve Analysis (Limestone), Each \$ 75.00
C.) Moisture Density Relationship Test (Proctor), Each \$ 150.00

5. Soil Testing - Field:

A.) Services of Inspector to visit project site and make field
Density tests - Nuclear Method 12" Maximum Depth,
Rate/Hour or each \$ 50.00
B.) In place Density Test (Nuclear), Each \$ 15.00

6. Sampling Charge

Services of Technician to sample materials for laboratory
Testing, Rate/Hour \$ 50.00

7. Transportation Charge:

Rate/Mile Traveled \$ 0.55

Total estimated cost is based off the above CMT rates and the NDT rates within the Cornerstone attachment

*Total Estimated Cost \$ 66,000.00

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

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

Yours very truly,

ALPHA TESTING & INSPECTION, INC.

Michael A. Devillier
President

CORNERSTONE INSPECTION & THERMAL
2020 RATE STRUCTURE
(Quote# 2020.02)

SECTION 1: CONVENTIONAL & ADVANCED NDE SERVICES.....2
1.1: Labor.....2
1.2: Equipment.....2
1.3: Consumables.....2-3
SECTION 2: TRAVEL, MISCELLANIES, CONDITIONS, AND TERMS.....3
SECTION 3: YEAR 2019 STATUTORY HOLIDAYS.....4

SECTION 1: CONVENTIONAL & ADVANCED NDE SERVICES

1.1: LABOR

Table with 3 columns: Labor Classification, S.I., O.I.
AWS-CWI, w/UTSW Level II (8hr min) \$ 87.00 \$ 121.80
Level II Tech PAUT (Phased Array) \$ 87.00 \$ 121.80
Level II Tech UT \$ 77.00 \$ 115.50
Level II Tech MT/PT \$ 62.00 \$ 93.00
PMI Technician (8hr min) \$ 72.00 \$ 102.24

- 1 Straight time rates will apply to the first eight (8) hours of work per day on a non-holiday, Monday-Friday basis for all work that is scheduled with at least twenty-four (24) hours advanced notice. Overtime rates will apply to all work scheduled with less than twenty-four (24) hours advanced notice on a non-holiday weekday and all hours on a non-holiday Saturday or Sunday. All work taking place on a company holiday will be invoiced a two (2) times the applicable rate for a minimum of eight (8) hours per day. Travel time is charged portal to portal.
2 One (1) Supervisor will be assigned to each shift utilizing five (5) to ten (10) technicians.
3 Technicians & combination personnel, charge of +20% of the lower labor charge will be added to the technician labor rate.

1.2: EQUIPMENT

Table with 3 columns: Equipment, Rate, UOM
Magnetic Particle Equipment
Magnetic Particle Portable Yokes \$ 20.00 Day
Portable Generator \$ 30.00 Day
Ultrasonic Equipment
Olympus UT Unit (Instrument, probes, cal blocks) \$ 45.00 Day
Olympus PAUT Unit (Instrument, probes, cal blocks) \$ 40.00 Hour
Olympus PAUT scanner/encoding system \$ 72.50 Hour
Onsite Reporting and Data Storage
Computer/Camera \$ 10.00 Day
Printer \$ 15.00 Day

1.3: CONSUMABLES

Table with 2 columns: Consumables, Rate
Dry Magnetic Powder Per LB \$ 31.00
Mag Particle Contrast Paint \$ 9.50
Mag Particle Bath \$ 9.50
14 AM Prepared Bath (Aerosol) \$ 23.00
Aerosol Cleaner \$ 23.00
Aerosol Penetrant \$ 23.00
Aerosol Penetrant Developer \$ 23.00
Cold Couplant (Ambient to 120°F)* \$ 20.00
Medium Temperature Couplant (120°F to 400°F) \$ 55.00
High Temperature Couplant (400°F to 900°F) \$ 125.00
Rags Per LB \$ 5.00

*A minimum usage fee of 1/2 gallon will apply.

Table with 3 columns: Miscellanies, Cost + 15%, N/A
All Third-Party Equipment & Supplies

SECTION: 2 TRAVEL & MISCELLANIES (ALL SERVICES)

Table with 3 columns: Travel, Per Diem, & Miscellanies, Rate, UOM
Per Diem (Meals) \$ 40.00 Per Man/Day
Lodging \$ 110.00 Per Man/Day
Mileage in excess of 25 miles round trip \$ 0.80 Mile
Inspection Vehicle \$ 50.00 Day

1 Whenever possible, CORNERSTONE INSPECTION, LLC. will utilize personnel that are assigned to the facility with the closest proximity to the jobsite. In the event that the employee requirements exceed the available labor pool in the facility with the closest proximity to the jobsite, or the required Qualification/Certification Level is not available, with the authorization of the client, we will draw on the personnel resources of other regions and additional travel charges will apply.

Conditions:

- A four-(4) hour minimum will apply to all call-out work in town, unless otherwise stated; an eight-(8) hour minimum will apply to all work in excess of 100 miles round trip. A \$100.00 minimum applies to all in-house NDE lab work. A twelve (12) hour minimum applies to all work done Off-Shore.
Load time and travel time will be charged. Travel time will be charged portal to portal and at the regular or overtime rate, whichever is applicable at the time the travel occurs.
Standby rates for lost time due to delays beyond our control are charged at the applicable hourly rate for labor and equipment.
Any client site-specific orientation or medical examinations will be charged at the applicable hourly labor rates.
A technician performing dual or multiple services/methods during a single mobilization will be charged at the higher of the applicable rates.

Terms:

- The prices quoted herein will be held firm until January 2, 2021, provided that
Net 30 days upon receipt of invoice.
All taxes, as applicable, are extra.

SECTION 3: YEAR 2020 STATUTORY HOLIDAYS

The following days will be observed as CORNERSTONE INSPECTION LLC statutory holidays:

- New Year's Day
Good Friday
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Christmas Day

2023-0155

INTRODUCED BY: HOLLY FONSECA, COUNCILWOMAN-AT-LARGE, DIVISION B
BETH A. BILLINGS, COUNCILWOMAN-AT-LARGE, DIVISION A
LA SANDRA DARENSBOURG GORDON, COUNCILWOMAN, DISTRICT I
MARY K. CLULEE, COUNCILWOMAN, DISTRICT II
DICK GIBBS, COUNCILMAN, DISTRICT III
BOB FISHER, COUNCILMAN, DISTRICT VI
(BOND COUNSEL)

RESOLUTION NO. 5702

A resolution ordering and calling a special election to be held in the Parish of St. Charles, State of Louisiana, to vote upon the adoption of amendments to the current St. Charles Parish Home Rule Charter, making application to the State Bond Commission and providing for other matters in connection therewith.

BE IT RESOLVED by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), that:

SECTION 1. Election Call. Subject to the approval of the State Bond Commission, and under the authority conferred by the Constitution of the State of Louisiana of 1974, including Article VI, Sections 5, and 22 thereof, the applicable provisions of the Louisiana Election Code, and other constitutional and statutory authority, a special election is hereby called and ordered to be held in the Parish on SATURDAY, OCTOBER 14, 2023, between the hours of seven o'clock (7:00) a.m. and eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541, and at the said election there shall be submitted to all registered voters qualified and entitled to vote at the said election under the Constitution and laws of this State and the Constitution of the United States, the following propositions, to-wit:

CHARTER AMENDMENT PROPOSITION NO. 1 OF 2

Shall Article III, Section A.2 of the St. Charles Parish Home Rule Charter be amended to read:

The members of the parish council elected at large shall receive an annual salary of \$24,000.00 and the members elected by districts shall receive an annual salary of \$19,200.00, effective January 8, 2024. The annual salaries of the parish council, as established herein, shall be adjusted by the same percentage rate as the cost of living adjustment approved for civil service employees in 2025 and each succeeding year thereafter. Each member shall receive his actual and necessary expenses incurred in the performance of his duties, within limitations established by the parish council?

CHARTER AMENDMENT PROPOSITION NO. 2 OF 2

Shall Article III, Section B.2 of the St. Charles Parish Home Rule Charter be amended to read:

The annual salary of the parish president shall be fixed at \$175,000.00, effective January 8, 2024, and may be increased by ordinance of the parish council, provided that an ordinance increasing the president's salary shall not be passed during the last year of a term and no salary increase shall become effective during the term in which the ordinance is adopted. The parish president shall be eligible for all benefits available to full-time employees of the Parish?

SECTION 2. Publication of Notice of Election. A Notice of Special Election shall be published in the official journal of the Parish once a week for four consecutive weeks, with the first publication to be made not less than forty-five (45) days nor more than ninety (90) days prior to the date of the election, which Notice shall be substantially in the form attached hereto as "Exhibit A" and incorporated herein by reference the same as if it were set forth herein in full.

Notwithstanding the foregoing, prior to the publication of the Notice of Election, the Secretary of this Governing Authority is authorized and directed to make any amendments to the foregoing propositions that may be required to comply with any state or federal regulatory agencies.

SECTION 3. Canvass. This Governing Authority shall meet at its regular meeting place, the St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana, on MONDAY, NOVEMBER 6, 2023, at SIX O'CLOCK (6:00) P.M., and shall then and there in open and public session proceed to examine and canvass the returns and declare the result of the said special election.

SECTION 4. Polling Places. The polling places for the precincts in the Parish are hereby designated as the polling places at which to hold the said elections, and the Commissioners-in-Charge and Commissioners, respectively, will be the same persons as those designated in accordance with law.

SECTION 5. Election Commissioners; Voting Machines. The officers designated to serve as Commissioners-in-Charge and Commissioners pursuant to Section 4 hereof, or such substitutes therefor as may be selected and designated in accordance with La. R.S. 18:1287, shall hold the said special election as herein provided, and shall make due returns of said election for the meeting of the Governing Authority to be held as provided

in Section 3 hereof. All registered voters in the Parish will be entitled to vote at the special election, and voting machines shall be used.

SECTION 6. Authorization of Officers. The Secretary of the Governing Authority is hereby empowered, authorized and directed to arrange for and to furnish to said election officers in ample time for the holding of said election, the necessary equipment, forms and other paraphernalia essential to the proper holding of said election and the Chairman and/or Secretary of the Governing Authority are further authorized, empowered and directed to take any and all further action required by State and/or Federal law to arrange for the election.

SECTION 7. Furnishing Election Call to Election Officials. Certified copies of this resolution shall be forwarded to the Secretary of State, the Clerk of Court and Ex-Officio Parish Custodian of Voting Machines of St. Charles Parish and the Registrar of Voters of St. Charles Parish, as notification of the special election, in order that each may prepare for said election and perform their respective functions as required by law.

SECTION 8. Application to State Bond Commission. Application is made to the State Bond Commission for consent and authority to hold the special election as herein provided, and in the event said election carries for further consent and authority to amend the Home Rule Charter. A certified copy of this resolution shall be forwarded to the State Bond Commission on behalf of this Governing Authority, together with a letter requesting the prompt consideration and approval of this application.

SECTION 9. Employment of Special Counsel. This Governing Authority finds and determines that a real necessity exists for the employment of special counsel for legal work on behalf of the Parish with respect to the proposed election, and accordingly, Foley & Judell, L.L.P., of New Orleans, Louisiana, is hereby employed as special counsel for the Parish, to do and perform comprehensive, legal and coordinate professional work in connection with the aforesaid election. The fee to be paid said special counsel, if any, shall be an amount computed at hourly rate based on the Attorney General's then current Maximum Hourly Fee Schedule, together with reimbursement of out-of-pocket expenses.

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

And the resolution was declared adopted on this, the 19th day of June, 2023.

CHAIRMAN: Beth Billings
 SECRETARY: Michelle Duprat
 DLVD/PARISH PRESIDENT: June 20, 2023
 APPROVED: DISAPPROVED:
 PARISH PRESIDENT: Matthew Jewell
 RETD/SECRETARY: June 20, 2023
 AT: 3:48 pm RECD BY: [Signature]

EXHIBIT "A"

NOTICE OF SPECIAL ELECTION

Pursuant to the provisions of a resolution adopted by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), on June 19, 2023, NOTICE IS HEREBY GIVEN that a special election will be held within the Parish on **SATURDAY, OCTOBER 14, 2023**, and that at the said election there will be submitted to all registered voters in the Parish qualified and entitled to vote at the said election under the Constitution and Laws of the State of Louisiana and the Constitution of the United States, the following propositions, to-wit:

CHARTER AMENDMENT PROPOSITION NO. 1 OF 2

Shall Article III, Section A.2 of the St. Charles Parish Home Rule Charter be amended to read:

The members of the parish council elected at large shall receive an annual salary of \$24,000.00 and the members elected by districts shall receive an annual salary of \$19,200.00, effective January 8, 2024. The annual salaries of the parish council, as established herein, shall be adjusted by the same percentage rate as the cost of living adjustment approved for civil service employees in 2025 and each succeeding year thereafter. Each member shall receive his actual and necessary expenses incurred in the performance of his duties, within limitations established by the parish council?

CHARTER AMENDMENT PROPOSITION NO. 2 OF 2

Shall Article III, Section B.2 of the St. Charles Parish Home Rule Charter be amended to read:

The annual salary of the parish president shall be fixed at \$175,000.00, effective January 8, 2024, and may be increased by ordinance of the parish council, provided that an ordinance increasing the president's salary shall not be passed during the last year of a term and no salary increase shall become effective during the term in which the ordinance is adopted. The parish president shall be eligible for all benefits available to full-time employees of the Parish?

Said special election will be held at each and every polling place in the Parish, which polls will open at seven o'clock (7:00) a.m. and close at eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541.

The polling places for the precincts are hereby designated as the polling places at which to hold the said election, and the Commissioners-in-Charge and Commissioners, respectively, shall be those persons designated according to law.

The estimated cost of this election as determined by the Secretary of State based upon the provisions of Chapter 8-A of Title 18 and actual costs of similar elections is \$6,800.

The said special election will be held in accordance with the applicable provisions of Chapter 5 and Chapter 6-A of Title 18 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, and the officers appointed to hold the said election, as provided in this Notice of Special Election, or such substitutes thereof as may be selected and designated in accordance with La. R.S. 18:1287, will make due returns thereof to said Governing Authority, and NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority will meet at its regular meeting place, the St. Charles Parish Courthouse, 15045 River Road, Hahnville, Louisiana, on **MONDAY, NOVEMBER 6, 2023, at SIX O'CLOCK (6:00) P.M.**, and shall then and there in open and public session proceed to examine and canvass the returns and declare the result of the said special election. All registered voters of the Parish are entitled to vote at said special election and voting machines will be used.

2023-0149
 INTRODUCED BY: **MATTHEW JEWELL, PARISH PRESIDENT**
 (DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6703
 A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III, Geometric Standards, B. Blocks, 3. Arrangement, as requested by Geraldine Sanders and Ruth Ann Tassin.
WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 requires that the Parish Council endorse waivers from Subdivision Regulations; and,
WHEREAS, the Subdivision Regulations require lots possess frontage on a street or roadway that meets the specifications of the Subdivision Regulations; and,
WHEREAS, the applicant has requested a waiver from the arrangement requirement for Lots Y-1 and Y-2 as shown on a survey by Stephen P. Flynn, PLS dated January 12, 2023; and,
WHEREAS, granting the waiver will allow Lots Y-1 and Y-2 to have no frontage on a street or roadway that meets the specifications of the Subdivision Regulations; and,
WHEREAS, the Planning and Zoning Commission approved the resubdivision with the waiver at its meeting on June 1, 2023.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting authorization to endorse a waiver from the arrangement requirement to allow Lots Y-1 and Y-2 as shown on a survey by Stephen P. Flynn, PLS dated January 12, 2023, as requested by Geraldine Sanders and Ruth Ann Tassin.

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

And the resolution was declared adopted this 19th day of June, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth Billings
 SECRETARY: Michelle Duprat
 DLVD/PARISH PRESIDENT: June 20, 2023
 APPROVED: DISAPPROVED:
 PARISH PRESIDENT: Matthew Jewell
 RETD/SECRETARY: June 20, 2023
 AT: 3:48 pm RECD BY: [Signature]

2023-0150
 INTRODUCED BY: **MATTHEW JEWELL, PARISH PRESIDENT**
 (DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6704
 A resolution endorsing a waiver from Appendix C, Subdivision Regulations of 1981, Section III, Geometric Standards, B. Blocks, 3. Arrangement, as requested by Dawn R. Dufrene, Nelda Stidham Woodruff, and Barbara Stidham Schneider.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 requires that the Parish Council endorse waivers from Subdivision Regulations; and,
WHEREAS, the Subdivision Regulations require lots possess frontage on a street or roadway that meets the specifications of the Subdivision Regulations; and,
WHEREAS, the applicant has requested a waiver from the arrangement requirement for Lot 5-B1 as shown on a survey by Louis J. Gassen Jr., PLS dated March 30, 2023; and,
WHEREAS, granting the waiver will allow Lot 5-B1 to have no frontage on a street or roadway that meets the specifications of the Subdivision Regulations; and,
WHEREAS, the Planning and Zoning Commission approved the resubdivision with the waiver at its meeting on June 1, 2023.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this supporting authorization to endorse a waiver from the arrangement requirement to allow Lot 5-B1 as shown on a survey by Louis J. Gassen Jr., PLS dated March 30, 2023, as requested by Dawn R. Dufrene, Nelda Stidham Woodruff, and Barbara Stidham Schneider.

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

And the resolution was declared adopted this 19th day of June, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth Billings
 SECRETARY: Michelle Duprat
 DLVD/PARISH PRESIDENT: June 20, 2023
 APPROVED: DISAPPROVED:
 PARISH PRESIDENT: Matthew Jewell
 RETD/SECRETARY: June 20, 2023
 AT: 3:48 pm RECD BY: [Signature]

2023-0151
 INTRODUCED BY: **MATTHEW JEWELL, PARISH PRESIDENT**

BETH A. BILLINGS, COUNCILWOMAN-AT-LARGE, DIVISION A
HOLLY FONSECA, COUNCILWOMAN-AT-LARGE, DIVISION B
LA SANDRA DARENSBOURG GORDON, COUNCILWOMAN, DISTRICT I
MARY K. CLULEE, COUNCILWOMAN, DISTRICT II
DICK GIBBS, COUNCILMAN, DISTRICT III
MARILYN B. BELLOCK, COUNCILWOMAN, DISTRICT V
BOB FISHER, COUNCILMAN, DISTRICT VI
JULIA FISHER-CORMIER, COUNCILWOMAN, DISTRICT VII

RESOLUTION NO. 6705
 A resolution to support Louisiana's request to take primary enforcement responsibility (primacy) for the permitting of geologic carbon capture and sequestration (CCS) facilities.

WHEREAS, Companies seeking to develop CCS projects must receive approval for Class VI wells from the U.S. Environmental Protection Agency (EPA) unless the EPA grants primacy to the host state; and,
WHEREAS, EPA review of Class VI well applications is a multi-year process and is a key source of delay for CCS projects; and,
WHEREAS, New Class VI wells will need to be permitted at an increased rate to support the buildout of CCS technology, which is a critical tool for Louisiana's energy and chemical industries to mitigate greenhouse gas emissions and continue to employ approximately 350,000 Louisiana residents; and,
WHEREAS, Louisiana first submitted its request for primacy to the EPA in 2021 and later submitted a revised application request earlier this year; and,
WHEREAS, Louisiana's state agencies have the extensive knowledge and the proven expertise to safely administer a Class VI well program while recognizing the needs facing local communities; and,
WHEREAS, it is critical that the people of Louisiana have the ability to make timely decisions about its future without the delay of federal bureaucracy in Washington, D.C.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT do hereby urge the EPA to formally approve Louisiana's request for primacy for permitting new CCS projects.

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

And the resolution was declared adopted this 19th day of June, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth Billings
 SECRETARY: Michelle Duprat
 DLVD/PARISH PRESIDENT: June 20, 2023
 APPROVED: DISAPPROVED:
 PARISH PRESIDENT: Matthew Jewell
 RETD/SECRETARY: June 20, 2023
 AT: 3:48 pm RECD BY: [Signature]



St. CHARLES PARISH
 OFFICE OF THE PARISH PRESIDENT

MATTHEW JEWELL
 PARISH PRESIDENT

Stacy Dwyer
 Deputy Regional Administrator
 USEPA Region 6
 1201 Elm Street
 Suite 500
 Dallas, TX 75270-210

May 30, 2023

Dear Ms. Dwyer,

Louisiana's ability to establish primary enforcement responsibility (primacy) for Class VI injection wells is critical as Louisianans continue to decide the future of our state's oil and natural gas industries and the use of carbon capture utilization and storage (CCUS) technology. I appreciate the Environmental Protection Agency's (EPA) recognition of this fact, as the EPA has proposed to approve revisions to the Louisiana Safe Drinking Water Act's Underground Injection Control program, and I encourage the EPA to formally adopt this proposal and grant the state of Louisiana primacy for the permitting of new CCUS projects.

Granting Louisiana's request for primacy is a critical step to allow our state agencies, who possess the in-depth knowledge to make the best decisions about our state's oil and natural gas industry. It prevents distant policymakers in Washington from making choices that may not align with the best interests of our communities.

Unfortunately, federal policies often adopt a one-size-fits-all approach, disregarding the specific circumstances and requirements of individual states and localities. Consequently, such decisions often generate frustration among those who are directly affected, including the people of Louisiana. For example, new electric vehicle (EV) standards set by the Department of Transportation promoting the use of EVs, without adequately addressing the lack of EV charging infrastructure in rural parts of Louisiana. This highlights the mismatch between the wants of federal policymakers and the actual needs of local communities.

In contrast, Louisiana's state agencies are more familiar with the specific circumstances and needs facing our communities. Additionally, our state and local elected leaders have intimate knowledge of the local issues better than federal bureaucracies and are therefore better equipped to represent the concerns of the communities on these important issues.

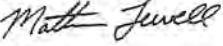
That is especially true when it comes to decisions that would affect Louisiana's oil and natural gas industry, which support jobs for nearly 350,000 hardworking Louisianans and contributes

substantial 23% of the state's annual GDP. Furthermore, our state has successfully managed one of the nation's most highly regulated industries to help provide energy to the people of Louisiana and the nation.

Ultimately, it is critical that the people of Louisiana are able to make decisions about our state without having to seek approval from government officials in Washington. It is for that reason that I urge the EPA to formally approve Louisiana's request for primacy for the permitting of new CCUS projects.

Thank you for your attention to this matter.

Sincerely,



Matthew L. Jewell
Parish President
St. Charles Parish

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.



MICHELLE IMPASTATO
COUNCIL SECRETARY

Publish: June 29, 2023

Public Notice

ST. CHARLES PARISH GOVERNMENT ADJUDICATED PROPERTY SALE ADVERTISEMENT

BY VIRTUE OF THE AUTHORITY VESTED IN ME BY THE CONSTITUTION AND THE LAWS OF THE STATE OF LOUISIANA, I WILL SELL, AT CIVICSOURCE.COM, WITHIN THE LEGAL HOURS FOR JUDICIAL SALES BEGINNING AT 8:00 O'CLOCK A.M. ON THE 5th DAY OF JULY, 2023 AND CONTINUING UNTIL SAID SALES ARE COMPLETED, TITLE TO IMMOVABLE PROPERTY ON WHICH TAXES WERE ADJUDICATED TO THE ST. CHARLES PARISH GOVERNMENT, TO ENFORCE COLLECTION OF TAXES. THE NAMES OF SAID DELINQUENT TAX DEBTORS AND THE LEGAL DESCRIPTION FOR EACH OF THE PROPERTIES TO BE OFFERED FOR SALE ARE AS FOLLOWS:

POSEY, MICHAEL, SR.

821 EAST HOOVER, DESTREHAN, LA 70047 TAXES OWED ARE WITH TWO (2) LOTS, #10 AND 11, FRONTING 20' EACH ON EAST HOOVER STREET BY A DEPTH OF 80' SQUARE 43, NEW SARPY SUBDIVISION, WARD 3, ST. CHARLES PARISH, LOUISIANA, PER PLAN OF SUBDIVISION OF BLYTHE CO., INC. 302104300010

ON THE DAY OF SALE I WILL SELL THE PROPERTY TO THE HIGHEST BIDDER. THE SALE WILL BE WITHOUT APPRAISEMENT, FOR CASH OR OTHER PAYMENT METHODS ACCEPTABLE TO THE TAX COLLECTOR, IN LEGAL TENDER MONEY OF THE UNITED STATES, AND A NON-WARRANTY CASH SALE CERTIFICATE SHALL BE ISSUED TO THE PURCHASER FOR THE PROPERTY.

Publish: June 29, 2023

Public Notice

PUBLIC NOTICE

Department of Natural Resources
Office of Mineral Resources

High West Sequestration LLC – Public Hearing
Operating Agreement in Jefferson and St. Charles Parishes, Louisiana
Docket No. OMR 23-01

In accordance with the laws of the State of Louisiana, and with particular reference to the provisions of Title 30 of the Louisiana Revised Statutes of 1950, a public hearing will be held at the Doris Hooper Pitts Belle Terre Library, 5550 Belle Terre Road, Marrero, Louisiana 70072 at 11:00 AM on **Friday, July 21, 2023** and a public hearing will be held at the St. Charles Parish Library East Regional Branch, 160 West Campus Drive, Destrehan, Louisiana 70047 at 3:00 PM on **Friday, July 21, 2023** to solicit comments on the proposed Operating Agreement between the State of Louisiana and **High West Sequestration LLC**. The Operating Agreement is subject to change and consideration for final approval by the State Mineral and Energy Board at one of its upcoming meetings.

The Operating Agreement is for the sequestration of carbon dioxide beneath State property in Salvador Wildlife Management Area and Lake Cataouatche, located in Jefferson and St. Charles Parishes, Louisiana. All comments on the proposed Operating Agreement will be heard.

The Operating Agreement is available to the public by clicking on the link titled "OMR's Special Notices and Announcements" found on The Office of Mineral Resources website at <http://www.dnr.louisiana.gov/index.cfm/page/168>. In addition, written comments may be emailed to OMR@la.gov or mailed to **Office of Mineral Resources, Post Office Box 2827, Baton Rouge, Louisiana 70821-2827** to be received on or before July 21, 2023. Please reference Docket No. OMR 23-01 in your comments. No additional public comments will be accepted after this date.

Parties interested in presenting an offer to enter into an operating agreement for the sequestration of carbon dioxide beneath the same State property listed above must submit an offer to OMR@la.gov or have said offer delivered to **Office of Mineral Resources, Post Office Box 2827, Baton Rouge, Louisiana 70821-2827** on or before July 21, 2023 in order for that offer to be considered. All parties having interest therein shall take notice thereof.

JAMIE S. MANUEL
ASSISTANT SECRETARY
OFFICE OF MINERAL RESOURCES

Publish: June 29, 2023

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 ninety 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:

Kenneth Gerard Bird
26 Wagon Train Ln, St. Rose, LA 70087
Lot 10
Block 27
Subdivision: Bar None Ranch Est.
Nature of violation: Grass cutting & removal of debris

Edward R. Fabre
415 Carolyn Dr., Unit A, Destrehan, LA 70047
Lot 123A
Subdivision: Carolyn Drive Subd.
Nature of violation: Grass cutting & removal of debris

Stephen D. Keys
310 Lac Iberville Dr., Luling, LA 70070
Lot 13
Block 5
Subdivision: Ashton Pktn., Phase 1
Nature of violation: Grass cutting & removal of debris

Angela Orgeron Robert
23 Bronco Ln., St. Rose, LA 70087
Lot 10
Block 20
Subdivision: Bar None Ranch Est.
Nature of violation: Grass cutting & removal of debris

PUBLISH: June 29, 2023

Public Notice

ST. CHARLES PARISH HOSPITAL SERVICE DISTRICT NO. 1

The Board of commissioners of St. Charles Parish Hospital Service District, Parish of St. Charles, State of Louisiana met for a regular Board of Commissioners' meeting on March 29, 2023, at 2:03 PM. It was noted the following Board Members were present: Mr. Jake Lemmon, Mrs. Pamela Smith, Mr. Timothy Vial, and Mrs. Karen Raymond.

Absent: Mr. William Simon

Mr. Jake Lemmon announced Public Hearing and requested anyone wishing to address the Board on any of the agenda items for today's meeting to please speak now. There being none, after three (3) announcements, the Public Hearing was closed.

Under Special Business, Mr. Keith Dacus announced special recognition. Mr. Jarrett Fuserier announced Erin Jacobs, RN, Director of Surgical Services, as Patient Safety Champion. Mr. Fuserier stated that Mrs. Jacobs led multiple projects to improve patient safety, employee engagement scores are exemplary, both which led to great patient outcomes.

Mr. Jake Lemmon entertained a motion to enter Executive Session for discussing Strategic Planning and/or Personnel issues. It was motioned by Vial seconded by Raymond to enter into Executive Session at 2:07 PM for the purpose previously stated.

For: Lemmon, Smith, Raymond and Vial

Against: None

It was motioned by Raymond seconded by Smith to return to regular session at 2:30 PM.

For: Lemmon, Smith, Raymond and Vial

Against: None

New Business followed. Mr. Jake Lemmon requested approval for IGT for Medicaid Program Support \$6M. It was motioned by Vial seconded by Raymond to approve IGT for Medicaid Program Support \$6M.

For: Lemmon, Smith, Raymond and Vial

Against: None

The Board of Commissioner's Minutes from the March 1, 2023 meeting were presented. There being no revisions, it was motioned by Smith seconded by Raymond to approve the March 1, 2023 Board of Commissioner's minutes as presented.

For: Lemmon, Smith, Raymond and Vial

Against: None

Dr. Danielle Levy, Chief of Staff, presented the Medical Staff Report from the March 14, 2023 meeting. It was motioned by Raymond seconded by Smith to approve the Medical Staff Executive Committee Report from the March 14, 2023 meeting as presented.

For: Lemmon, Smith, Raymond and Vial

Against: None

Dr. Danielle Levy reported that all credential files were thoroughly reviewed by the appropriate physician members prior to the meeting. Files were reviewed according to the Medical Staff bylaws.

It was motioned by Vial seconded by Smith to approve the following credentials as presented. There were two new physicians: W. Oren Blalock, MD – Hospital Medicine, Michelle Haydel, MD – Emergency Medicine, three advanced practice professionals: Kaysie Boudreaux, NP – Hospital Medicine, Elisa LaFrance, NP – Hospital Medicine, Anne Ledet, NP – Hematology/Oncology, six resignations: Michael Handrigan, MD – Emergency Medicine, Georgia Lea, MD – Neurology, Kayci Mayer – CRNA, Robert Miller, MD – TeleRadiology, Kalvin Nathaniel, DO – Emergency Medicine, Lauren Scaletcio, MD – Anesthesiology, two provisional reviews: Carlos Gutierrez-Hevia, Emergency Medicine, Madhumati Reddy, MD – Hospital Medicine, and twenty-six reappointments: Ann Azcu, MD – Emergency Medicine, Jane Congeni, MD – Radiology, Arnee Coscarat, MD – Pathology, Erica Diggs, MD – Hospital Medicine, Abby Gandolfi, MD – Internal Medicine, Tiffany Jan, MD – Emergency Medicine, William Johnston, MD – Colon & Rectal Surgery, John Kalmar, MD – Radiology, Joseph Koveleskie, MD – Anesthesiology, Marc Matrana, MD – Hematology/Oncology, Renee Meadows, MD – Hospital Medicine, Dawn Puente, MD – Internal Medicine, Sumanth Punukollu, MD – Emergency Medicine, Kellin Reynolds, MD – Gynecology, Melanie Sheen, MD – Hematology/Oncology, Dana Smetherman, MD – Radiology, Zohreh Soltani, MD – Nephrology, Philip Strauss, MD – Emergency Medicine, Tommy Weaver, MD – Radiology, Parina Cho, MD – Radiology, Jennifer Creedon, MD – Psychiatry, Steven Edson, MD – Radiology, David Galarneau, MD – Psychiatry, Grace Jackson, MD – Psychiatry, Brian Lempa, DO – Psychiatry, Kayleigh Binet, PA – Orthopedics.

For: Lemmon, Smith, Raymond and Vial

Against: None

The Quality and Patient Experience Report was provided by Mr. Jarrett Fuserier and Mr. Keith Dacus. Mr. Fuserier presented the Provie Our Value Quality, HCAHPS, EDCAHPS, Ambulatory, Outpatient Diagnostics, Medical Practice, and TeleMedicine. Mr. Keith Dacus presented Serve More Patients data and the Primary Care Goals/Metrics, Physician Updates, and St. Charles Clinic Unique Patients by Care Type.

Ms. Tara Alleman presented the Finance Report: MTD Statistical Graphs, MTD Financial Graphs, Financial Summary Statistical Report, Surgery Report, Cash Receipts Report and Agency FTE's for the month of February were presented.

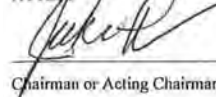
The Chief Executive Officer's Report followed. Mr. Keith Dacus gave the Moment of Quality. He read aloud a patient letter recognizing Dr. Kimberly Dalmau, Dr. Anne McConville, and the Surgery Team including Tawanna, Crystal, Angelle, Dana, Rebekka, Tate and Sue. Mr. Dacus commended them for their efforts and stated this results in high patient experience scores.

Mr. Keith Dacus gave updates on the hospital and clinics. Mr. Dacus also presented the Community Outreach topic, including the Volunteer Services/Auxiliary/Community Outreach/Synergy important dates.

Mr. Jake Lemmon stated being no announcements, the next scheduled Board of Commissioners' Meeting is April 26, 2023 at 2:00 PM.

There being no further business, it was motioned by Smith seconded by Raymond to adjourn. The motion carried, and the meeting ended at 2:44 PM.

ATTEST



Chairman or Acting Chairman



Secretary

Publish: June 29, 2023

Public Notice**ADVERTISEMENT TO BID**

Sealed bids and electronic bids for the construction of the following project will be received by the Port of South Louisiana, 1720 LA Highway 44, Reserve, Louisiana, at 10:00 AM on TUESDAY, JULY 11, 2023, at which time and place bids will be publicly opened and read aloud. No bids will be received after 10:00 AM. As a minimum, "ATTN: Paul Mathews, Executive Director, SEALED BID for Storage Tank and Containment Zone Demolition and Site Improvements, Contractor's Name & License # " should appear on the outside of the sealed envelope. Bids can also be submitted at www.centralbidding.com

Storage Tank and Containment Zone Demolition and Site Improvements

LOCATED IN:	St. John the Baptist Parish
TYPE OF CONSTRUCTION:	Demolition and removal of existing structure
CONSTRUCTION CLASSIFICATION:	Structural Demolition
CONTRACTING AGENCY:	Port of South Louisiana 1720 LA Highway 44 Reserve, Louisiana
PROPOSAL GUARANTY:	5% of the Amount of Bid Payable to Port of South Louisiana
ENGINEER:	Julien Engineering & Consulting, Inc.
TELEPHONE:	(985) 652 - 9278

The project is located at the Port of South Louisiana Globalplex Intermodal Terminal, in Reserve, Louisiana.

Plans and specifications may be seen at the Port of South Louisiana office at the above provided address or at www.centralbidding.com. Plans may be obtained electronically from the Engineer upon payment of \$25.00 in certified check, company, or cashier's check payable to the Engineer. In accordance with R.S. 38:2212 A(1)(e), deposits on the first set of documents furnished bona fide prime bidders will be fully refunded upon return of the documents, deposits on any additional sets will be refunded less the actual costs of reproduction. The payment for all sets of Bidding Documents furnished to contractors including subcontractors and suppliers, will be non-refundable. Good condition is defined as free of all pencil, pen, highlighter, and other marks, free of significant tears, and free of missing sheets or pages. Partial sets of Bidding Documents will not be issued.

A Mandatory Pre-Bid Conference and site visit will be held at the POSL Administration Building 1720 LA Highway 44, Reserve, LA on FRIDAY, JUNE 30, 2023, AT 10:00 AM. All prime Bidders are required to attend and all subcontractors, material suppliers, and other interested persons are strongly encouraged to attend this meeting as a condition of submitting bids. The purpose of the site visit is for all Bidders to familiarize themselves with the project conditions, location, limitations, and existing site conditions.

Bids must be submitted on the forms provided by the Port of South Louisiana, must be prepared in accordance with Section 2 of the 2018 Edition of the Louisiana Department of Transportation and Development, Office Multimodal Commerce, General Provisions and must include all the information required by the bid form. Bid forms are available from the Engineer and will not be issued later than 24 hours prior to the time set for opening the bids. Each bid shall include a proposal guaranty in an amount not less than specified above.

In accordance with La R.S. 38:2212 B. (5) Written evidence of the authority of the person signing the bid for public works shall be submitted at the time of bidding. The authority of the signature of the person submitting the bid shall be deemed sufficient and acceptable if any of the following conditions are met:

- The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the secretary of state.
- The signature on the bid is that of an authorized representative as documented by the legal entity certifying the authority of the person.
- The legal entity has filed in the appropriate records of the secretary of state of this state, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

Bidder shall certify that he is licensed under the provisions of LSA-R.S. 37:2150 et seq. and shall show his license number on the bid envelope. Except as otherwise provided in LSA-R.S. 37:2163, any bid that does not contain the contractor's certification and show the contractor's license number on the bid envelope shall automatically be rejected, shall be returned to the bidder stamped "Rejected" and shall not be read aloud. Any Bidder who submits a bid for a type of construction for which he is not properly licensed shall be acting in violation of LSA-R.S. 37:2163 and shall be subject to all provisions for violations and penalties thereof. Any interested person may object to the licensing classification of this public project in accordance with LSA-R.S. 37:2163 D. Any bid that does not require the Bidder to hold a license shall state the exemption on the bid envelope and shall be treated as a lawful bid for the purpose of LSA-R.S. 37:2163.

Bids will be formatted and received on a unit price bid basis with cost breakdowns for each general scope of work.

Pursuant to La R.S. 38:2214(B) the Owner reserves its right to reject any and all bids for just cause, to waive any and all informalities not involving price, time or changes to the Work, and the right to disregard all nonconforming, unresponsive, unbalanced, or conditional bids. In accordance with La. R.S. 38:2212(A)(1)(b), the provisions and requirements of this Section, those stated in the advertisement bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

The award of a contract, if awarded, will be made to the lowest qualified bidder whose proposal complies with all requirements prescribed within 10 days. However, when the contract is to be financed by bonds which are required to be sold after receipts of bids, or when the contract is to be financed in whole or part by federal or other funds not available at the time bids are received, the time will not start until receipt of federal and/or state concurrence or concurrence of the other funding source. Award will be within 30 calendar days after the sale of bonds or receipt of concurrence in award from federal and/or state agency or other funding source. The successful bidder will be notified by letter mailed to the address shown in the proposal that the bidder is awarded the contract.

If a nonresident contractor bidding on public work in the State of Louisiana is domiciled in a state that provides a percentage preference in favor of contractors domiciled in that state over Louisiana resident contractors for the same type of work, then every Louisiana resident contractor shall be granted the same preference over contractors domiciled in the other state favoring contractors domiciled therein whenever the nonresident contractor bids on public work in Louisiana (LSA-R.S. 38:2225 B).

The contract will be awarded to the lowest responsible responsive bidder without discrimination on grounds of race, color, sex, or national origin. Disadvantaged businesses will be afforded full opportunity to submit bids.

The award of a contract for projects financed either partially or entirely with State bonds will be contingent upon approval by the State Bond Commission. On projects involving federal funds the award of contract will also be contingent upon concurrence by the appropriate federal agency. On projects involving state funds the award of contract will also be contingent upon concurrence by the appropriate state agency.

The successful Bidder will be required to furnish a Performance Bond guaranteeing faithful performance and a Labor and Materials Payment Bond guaranteeing the payment of all bills and obligations arising from the performance of the contract.

Pursuant to LSA-R.S. 38:2215, the Owner and the low bidder may, by mutual agreement, extend the award by one or more 30 calendar day extensions.

A Notice to Proceed will be issued for the Project. All work is to commence within seven (7) consecutive calendar days after the issuance of the Owner's Notice to Proceed (Work Order).

The Work shall be substantially completed within 120 calendar days after the date when the Contract Time commences to run as provided in Paragraph 8.07 of the General Provisions, and fully completed in accordance with Paragraph 8.07 of the General Provisions within one-hundred twenty (120) calendar days after the date when the Contract Time commences to run.

Liquidated Damages shall be assessed every day beyond the date of completion as established in section SP-3 of the Additional Special Provisions Section 00850 which supersedes the damages described in the General Provisions.

All employees must have U.S. Citizenship or legal authorization to work in the United States (E-Verify).

Port of South Louisiana
Paul Mathews

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